



Notice/Agenda of July Meeting

The Board of Trustees College of the Mainland

The July Meeting of the Board of Trustees of College of the Mainland will be held Monday, July 27, 2026, beginning at 1:30 PM in the

Doyle Family Administration Boardroom (A129)
1200 Amburn Road
Texas City, Texas 77591

Mission: College of the Mainland is a learning-centered, comprehensive community college dedicated to student success and the intellectual and economic enrichment of the diverse communities we serve.

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, Texas Pledge & Moment of Silence**
3. **Roll Call & Determination of Quorum**
4. **Minutes**
 - A. Consideration of and Possible Action to Approve the Full Board Minutes of Monday, June 22, 2026
5. **Comments from the Community**
 - A. Other Citizens
6. **Constituent Leader Activity Reports**
 - A. Professional Council - Brad Denison, President
 - B. Classified Council - Alexandria Gibbons, President
7. **Consideration of and Possible Action to Approve the Order Authorizing the Issuance, Sale and Delivery of College of the Mainland Limited Tax General Obligation and Refunding Bonds, Series 2026, Setting Certain Parameters for the Bonds; Authorizing a Pricing Officer to Approve the Terms Thereof; Levying a Tax and Providing for the Security and Payment of Such Bonds; and Enacting Other Provisions Relating Thereto as Presented**
8. **Consideration of and Possible Action to Approve the Amendment to Contract 23-34 to Vaughn Construction for the COMmons Scope of the New Library & Learning Center for a Not-to-Exceed Amount of \$14,163,439**

9. **Consideration of and Possible Action to Approve an Increase to Contract 22-10 Awarded to D2L Brightspace in the Amount of \$7,688.56 for a Revised Total Contract Amount Not-to-Exceed \$471,204**
10. **Consideration of and Possible Action to Approve an Increase to Contract 23-17 to Lockwood, Andrews & Newnam, Inc. for Additional Program Management Services in the Amount of \$668,488 for a Revised Total Contract Amount Not-to-Exceed \$10,238,488**
11. **Financial Report(s)**
 - A. Consideration of and Possible Action to Accept the June 2026 Investment and Financial Reports
12. **Consideration of and Possible Action to Remove David Wesse as an Authorized Signatory on College of the Mainland Bank Accounts and Add Belinda Aaron, Interim Vice President for Fiscal Affairs, as an Authorized Signatory Effective June 3, 2026**
13. **Consideration of and Possible Action to Approve Award of Contract 27-02 for Banking Depository Services to Texas First Bank for an Initial Two-Year Term to Commence on September 1, 2026 through August 31, 2028, with Three (3) Additional Two-Year Renewal Options**
14. **Consideration of and Possible Action to Accept the Workers' Compensation Insurance Renewal Proposal from TASB Risk Management in the Amount of \$134,108**
15. **Policy**
 - A. Consideration of and Possible Action to Adopt the Proposed Revisions to COM Local Policies as Presented
 1. BD (Local) - Board Meetings
 2. EA (Local) - Academic Year and Calendar
 3. FDA (Local) - Tuition and Fees: Residency
16. **Human Resources Items**
 - A. Consideration of and Possible Acceptance of the Non-Contractual Positions Hiring Report as Written
17. **Consideration of and Possible Action to Set the Date for the December Board of Trustees Meeting on Monday, December 7, 2026, 1:30 PM**
18. **Consideration of and Possible Action to Approve the Proposed 2027-2028, 2028-2029, 2029-2030 Academic Calendars as Presented**
19. **Consideration of and Possible Action to Approve the Official Renaming of the Old "Public Safety Careers" Building to "Cosmetology & Culinary Careers"**
20. **Board Report**
21. **President's Report**
 - A. Updates
 1. Annual Report to the Community
 - B. Reminders/Announcements
 1. Board Meetings
August 2026 - Monday, August 24, 2026
September 2026 - Monday, September 28, 2026
October 2026 - Monday, October 26, 2026
 2. Convocation - Monday, August 10, 2026, 8:30 a.m., Conference Center
 3. Public Safety Careers Building Grand Opening - Thursday, September 10, 2026, 3-5 p.m.
 - C. Resignations and Retirement Report
 - D. Miscellaneous Updates

- 22. **Adjournment to a Closed or Executive Session Pursuant to the Texas Government Code of the Open Meetings Act**
Section 551.074 - Personnel Matter
 - A. Discussion of President's Annual Evaluation
- 23. **Consideration of and Possible Action on any Items Discussed in Closed Session**
- 24. **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, Tuesday, July 21, 2026, 5:00 PM.

Administration

President, Helen Brewer, Ph.D.
Vice President for Academic Affairs, Heather Rhodes, Ed.D.
Vice President for Administrative Services, Michael McGee
Interim Vice President for Fiscal Affairs, Belinda Aaron, Ph.D.
Vice President for Strategic Initiatives, Diane Burkett
Vice President for Student Affairs, Michelle Brezina



Leanne Downton
Board Liaison



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."



College of the Mainland
Board of Trustees
2025-2026

Mrs. Melissa Skipworth,
Board Chair
mskipworth@com.edu

Ms. Wilma Green,
Trustee
wilma.green@com.edu

Mr. Kyle L. Dickson,
Board Vice Chair
kdickson1@com.edu

Dr. Bill McGarvey,
Trustee
bmccgarvey@com.edu

Dr. Kimberly Dodson,
Board Secretary
kimberly.dodson@com.edu

Mr. Don Gartman,
Trustee
d.gartman@com.edu

Ms. Patti Hanssard,
Trustee
patti.hanssard@com.edu



MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: July 27, 2026

Subject: Full Board Minutes

AGENDA ITEM DESCRIPTION

Full Board Minutes presented for recommended acceptance to Board of Trustees.

PURPOSE

To ensure accuracy of the monthly minutes.

BACKGROUND

Minutes are brought forward every month for approval.

FUNDING SOURCE

N/A

PROPOSED MOTION

“I move the Board of Trustees approve the Full Board Minutes of June 22, 2026.”

ATTACHMENT(S)

1. Minutes of 6/22/26

**College of the Mainland Board of Trustees
Minutes of Monday, June 22, 2026
1:30 p.m., Doyle Family Administration Building**

Call to Order

Melissa Skipworth called the meeting to order at 1:30 p.m.

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

Roll Call & Determination of Quorum

Roll call indicated that all Trustees were present except Dr. Bill McGarvey, Dr. Kimberly Dodson, and Ms. Patti Hanssard.

Minutes

Consideration of and Possible Action to Approve the Board Retreat Minutes of Friday, May 15, 2026

Don Gartman moved the Board of Trustees approve the Board Retreat Minutes of Friday, May 15, 2026. Kyle Dickson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Full Board Minutes of Monday, May 18, 2026

Don Gartman moved the Board of Trustees approve the Full Board Minutes of Monday, May 18, 2026. Wilma Clark Green seconded the motion; all voted in approval.

Comments from the Community

No comments

Constituent Leader Activity Reports

Faculty Senate – Mike Bell, President, updated the Board on faculty activities.

Professional Council – Brad Denison, President, updated the Board on professional employee activities.

Classified Council – Alexandria Gibbons, President, updated the Board on classified employee activities.

Consideration of and Possible Action to Approve Award of Contract 27-06 to Clear Channel for Out-of-Home Advertising Services and Related Production Services for a Total Amount Not-to-Exceed \$120,000 Including Contingency Funds from August 31, 2026-August 29, 2027

Wilma Clark Green moved the Board of Trustees approve contract 27-06 to Clear Channel for out-of-home advertising services and related production services for a total amount not-to-exceed \$120,000 including contingency funds from August 31, 2026-August 29, 2027. Kyle Dickson seconded the motion; all voted in approval.

Policy

Consideration of and Possible Action to Adopt the Proposed Revisions to COM Local Policies as Presented

Kyle Dickson moved the Board of Trustees approve to adopt the proposed revisions to COM local policies as presented. Don Gartman seconded the motion; all voted in approval.

Financial Report(s)

Consideration of and Possible Action to Accept the May 2026 Investment and Financial Reports

Don Gartman moved the Board of Trustees accept the May 2026 Investment and Financial Reports. Kyle Dickson seconded the motion; all voted in approval.

Consideration of and Possible Action to Accept the May 2026 Quarterly Investment Report

Don Gartman moved the Board of Trustees accept the May 2026 Quarterly Investment Report. Wilma Clark Green seconded the motion; all voted in approval.

Human Resources Items

Appointment Nominations

Consideration of and Possible Action to Approve the Appointment Nomination of Eric Potts to the Position of Faculty – Information Technology, CIS/Networking Department

Wilma Clark Green moved the Board of Trustees approve the appointment of Eric Potts to the position of Faculty – Information Technology, CIS/Networking Department. Don Gartman seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Karee Carter to the Position of AAS Nursing Program Coordinator, Nursing Department

Wilma Clark Green moved the Board of Trustees approve the appointment of Karee Carter to the position of AAS Nursing Program Coordinator, Nursing Department. Don Gartman seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Jennifer Lopez to the Position of Instructional Designer I, Educational Technology Services Department

Wilma Clark Green moved the Board of Trustees approve the appointment of Jennifer Lopez to the position of Instructional Designer I, Educational Technology Services Department. Kyle Dickson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Jacqueline Ferris to the Position of Events Coordinator, Facility Services Department

Wilma Clark Green moved the Board of Trustees approve the appointment of Jacqueline Ferris to the position of Events Coordinator, Facility Services Department. Kyle Dickson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Elida Gonzales to the Position of Payroll Specialist, Human Resources Department

Wilma Clark Green moved the Board of Trustees approve the appointment of Elida Gonzales to the position of Payroll Specialist, Human Resources Department. Don Gartman seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Tyler Dull to the Position of Donor Relation Specialist, Foundation & Institutional Advancement Department

Wilma Clark Green moved the Board of Trustees approve the appointment of Tyler Dull to the position of Donor Relation Specialist, Foundation & Institutional Advancement Department. Kyle Dickson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Fidencio Leija, Jr. to the Position of Development Coordinator, Foundation & Institutional Advancement Department

Wilma Clark Green moved the Board of Trustees approve the appointment of Fidencio Leija, Jr. to the position of Development Coordinator, Foundation & Institutional Advancement Department. Kyle Dickson seconded the motion; all voted in approval.

Consideration of and Possible Acceptance of the Non-Contractual Positions Hiring Report as Written

Wilma Clark Green moved the Board of Trustees accept the Non-Contractual Positions Hiring Report as written. Don Gartman seconded the motion; all voted in approval.

Board Report

No updates

President's Report

Updates

Current enrollment trends are positive, with summer enrollment up 19% and fall enrollment up 5% compared to the same time last year. Dr. Brewer also shared that, at the BOT's request, enrollment reports will be provided beginning six weeks prior to the start of fall classes.

Dr. Brewer reminded the BOT that the Texas Women's University partnership will begin in the fall. Classes in the third and fourth year of the bachelor's degree in teacher education will be taught on our campus.

Annual Report to the Community

Dr. Brewer shared the Report to the Community with the BOT and thanked the Marketing team and contributors for their work and highlighted accomplishments. The report was distributed to municipal leaders, ISD leaders, chambers of commerce, and other community partners.

The presentation was postponed until the July BOT meeting.

FY2027 Legislative Appropriation

Due to changes in Texas House Bill 8, COM has been notified that it will receive a reduction of more than \$700,000 in revenue for the next fiscal year. The College remains in a strong financial position and has been intentional in managing expenditures, so no disruption to operations is anticipated.

While COM has budgeted up to \$500,000 to offset the impact of these changes, additional adjustments to the FY 2026–27 budget will be needed before the BOT approves the final budget in August.

Another factor in delaying budget approval until August is a new state requirement that the College include the tax rate when publishing its final budget.

Melissa Skipworth expressed her appreciation to Dr. Brewer and the Business Office for keeping the BOT informed of legislative changes and for their continued commitment to fiscal responsibility.

Reminders/Announcements

Board Meetings

July 2026 - Monday, July 27, 2026

August 2026 - Monday, August 24, 2026

September 2026 - Monday, September 28, 2026

Resignations and Retirement Report – included in board packet.

Miscellaneous

Executive Session 2:01 p.m.

Melissa Skipworth read the paragraph allowing the Board to move into executive session.

Discussion of President's Annual Evaluation

The discussion of the president's evaluation was postponed until the July BOT meeting.

Discussion of President's Contract

Open Session 2:14 p.m.

Consideration of and Possible Action on Any Items Discussed in Closed Session

No action was taken in closed session.

Consideration of and Possible Action to Approve Amendment #1 to the President's Employment Contract Effective July 1, 2026

Kyle Dickson moved the Board of Trustees approve amendment #1 to the President's employment contract effective July 1, 2026. Don Gartman seconded the motion; all voted in approval.

Adjournment at 2:14 p.m.



Kyle Dickson
Vice Chair, Board of Trustees



Melissa Skipworth
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 charge 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. Professional Council – Brad Denison, President
- B. Classified Council – Alexandria Gibbons, President



MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: July 27, 2026

Subject: College of the Mainland Limited Tax General Obligation and Refunding Bonds, Series 2026

PURPOSE

To provide Board of Trustees approval of an Order Authorizing the Issuance, Sale and Delivery of College of the Mainland Limited Tax General Obligation and Refunding Bonds, Series 2026 (the “Bond Order”) in an aggregate principal amount not to exceed \$250,000,000 to finance construction projects approved by voters in the 2023 bond election and refund all of the College’s outstanding revolving notes. The Bond Order authorizes a Pricing Officer to approve the final terms of the College of the Mainland Limited Tax General Obligation and Refunding Bonds, Series 2026 (the “Series 2026 Bonds”) and levies a tax for payment of the Series 2026 Bonds.

AGENDA ITEM DESCRIPTION

Consideration and approval of an Order Authorizing the Issuance, Sale and Delivery of College of the Mainland Limited Tax General Obligation and Refunding Bonds, Series 2026, Setting Certain Parameters for the Bonds; Authorizing a Pricing Officer to Approve the Terms Thereof; Levying a Tax and Providing for the Security and Payment of Such Bonds; and Enacting Other Provisions Relating Thereto.

BACKGROUND

In May 2023, voters approved a \$250,000,000 bond authorization for College construction and renovation projects. Rather than issuing bonds immediately, the College established a revolving note program in 2023 to provide interim financing, which was replaced by a second revolving note program in December 2025. The College currently has \$175,000,000 in revolving notes outstanding. Based on current market conditions, the College’s staff and financial consultants recommend issuing the Series 2026 Bonds to access the remaining \$75 million of unissued obligations from the 2023 election and to refund all of the outstanding revolving notes in order to move the debt represented by the outstanding revolving notes from short term variable rate debt to long term fixed rate debt to allow the College to budget debt service payments with more certainty.

FUNDING SOURCE

Interest and sinking fund taxes.

PROPOSED MOTION

“I move the Board of Trustees approve the Order Authorizing the Issuance, Sale and Delivery of College of the Mainland Limited Tax General Obligation and Refunding Bonds, Series 2026, Setting Certain Parameters for the Bonds; Authorizing a Pricing Officer to Approve the Terms Thereof; Levying a Tax and Providing for the Security and Payment of Such Bonds; and Enacting Other Provisions Relating Thereto as presented to the Board.”

ATTACHMENT(S)

1. Order Authorizing the Issuance, Sale and Delivery of College of the Mainland Limited Tax General Obligation and Refunding Bonds, Series 2026

CERTIFICATE FOR ORDER

STATE OF TEXAS	§
COUNTY OF GALVESTON	§
COLLEGE OF THE MAINLAND	§

I, the undersigned Secretary of the Board of Trustees (the “Board”) of the College of the Mainland (the “College”), hereby certify as follows:

1. The Board convened in a regular meeting on July 27, 2026, at the regular meeting place thereof, within the College, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Melissa Skipworth	Chair
Kyle Dickson	Vice Chair
Dr. Kimberly Dodson	Secretary
Donald G. Gartman	Trustee
Dr. William McGarvey	Trustee
Wilma Clark Green	Trustee
Patti Hanssard	Trustee

and all of such persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting: a written

ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF COLLEGE OF THE MAINLAND LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2026, SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING A PRICING OFFICER TO APPROVE THE TERMS THEREOF; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT OF SUCH BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of such Board and read in full. It was then duly moved and seconded that such order be adopted; and, after due discussion, such motion, carrying with it the adoption of such order, prevailed and carried by the following vote:

___ AYES ___ NOES ___ ABSTAINED

2. That a true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that such order has been duly recorded in the Board’s minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Board’s minutes of such meeting pertaining to the adoption of such order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that the order would be introduced and considered for adoption at such meeting, and each of such officers

and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this July 27, 2026

Secretary, Board of Trustees
College of the Mainland

(SEAL)

AN ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF COLLEGE OF THE MAINLAND LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2026, SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING A PRICING OFFICER TO APPROVE THE TERMS THEREOF; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT OF SUCH BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
COLLEGE OF THE MAINLAND §

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 College’s electoral district of the issuance of an aggregate of \$250,000,000 in bonds for the construction, renovation, acquisition and equipment of school buildings for the College and the purchase of the necessary sites for school buildings;

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 College’s electoral district 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 for the College and the purchase of the necessary sites for school buildings;

WHEREAS, pursuant to the Election and in lieu of immediately issuing bonds, the College instituted a limited tax revolving note program on September 15, 2023, which was replaced by a subsequent limited tax revolving note program on December 3, 2025 authorized in a principal amount not to exceed \$250,000,000, pursuant to which the College has issued certain revolving notes in an amount currently totaling \$175,000,000 that are identified in Exhibit A hereto (the “Refundable Notes”);

WHEREAS, the Board now deems it necessary and advisable to authorize, issue and deliver the remaining \$75,000,000 of bonds authorized by the Election;

WHEREAS, the College desires to refund all Refundable Notes (the “Refunded Notes”) in order to move the debt represented by the Refunded Notes from short term variable rate debt to long term fixed rated debt which allows the College to budget debt service payments with more certainty;

WHEREAS, Chapter 1207, Texas Government Code, authorizes the College to issue refunding bonds for the purpose of refunding the Refunded Notes in advance of their maturities,

and to accomplish such refunding by depositing directly with a paying agent for the Refunded Notes (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Notes, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Notes;

WHEREAS, as permitted by Section 1207.008(b) of Chapter 1207, the manner in which the refunding of the Refunded Notes is being executed (through the issuance of fixed rate obligations to refund variable rate obligations) does not make it practicable to make the determination required by Section 1207.008(a)(2) of Chapter 1207 (with respect to the maximum amount by which the aggregate amount of payments which could be made on the bonds authorized by this Order could exceed the aggregate amount of payments that would have been made under the terms of the Refunded Notes);

WHEREAS, the College desires to authorize, as determined by a Pricing Officer, the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds, together with other lawfully available funds of the College, to pay the Refunded Notes;

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Notes shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Notes shall be, with respect to the Refunded Notes, discharged, terminated and defeased; and

WHEREAS, it is hereby found and determined that moving the debt represented by the Refunded Notes from short term variable rate debt to long term fixed rated debt will allow the College to budget debt service payments with more certainty, and that such benefit is sufficient consideration and constitutes the public purpose for the issuance of the bonds hereinafter authorized and the refunding of the Refunded Notes, and such refunding is in the best interests of the College; and

WHEREAS, the College has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore, the College qualifies as an "Issuer" under Chapter 1371, Texas Government Code; and

WHEREAS, pursuant to the authority provided by the Acts (as defined herein), the Board deems it necessary and advisable to authorize one or more Pricing Officers to execute an Officer's Pricing Certificate within the parameters established herein with respect to one or more series of limited tax general obligation and refunding bonds;

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

1. **Recitals; Consideration.** It is hereby found and determined that the matters and facts set out in the preamble to this Order are true and correct.

2. **Definitions.** Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

“Acts” means Chapters 1207 and 1371, Texas Government Code, and Chapter 130 Texas Education Code.

“Attorney General” means the Attorney General of Texas.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the College, the Registrar and DTC.

“Bonds” means one or more series Bonds issued by College authorized in this Order, as designated in an Officer’s Pricing Certificate.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close.

“Capital Appreciation Bonds” means those Bonds bearing compound interest at the rate set out in the Officer’s Pricing Certificate to accrete from their date of delivery and compounding on the dates set forth in the Officer’s Pricing Certificate, payable only at maturity.

“Code” means the Internal Revenue Code of 1986, as amended.

“College” means the College of the Mainland.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Current Interest Bonds” mean those Bonds on which interest is paid semiannually on the Interest Payment Dates.

“Debt Service Fund” means the interest and sinking fund for payment of the Bonds established by the College in Section 19 of this Order.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means a trust company or commercial bank as described in Section 1207.061, Texas Government Code, as amended, as determined by the Pricing Officer in the Pricing Certificate, serving in the capacity of escrow agent for the Refunded Notes.

“Escrow Agreement” means the Escrow Agreement, if any, between the College and the Escrow Agent, substantially in the form previously approved by the College in the past and as approved by a Pricing Officer pursuant to Section 23 of this Order.

“Initial Bonds” means each Initial Current Interest Bond and the Initial Capital Appreciation Bond.

“Initial Capital Appreciation Bond” means an Initial Capital Appreciation Bond authorized by Section 4(b)(ii).

“Initial Current Interest Bond” means an Initial Current Interest Bond authorized by Section 4(b)(i).

“Interest Payment Date”, when used in connection with any Current Interest Bond, means the dates set forth in the Officer’s Pricing Certificate.

“Maturity Amount,” as used with respect to any Premium Capital Appreciation Bond, means the amount paid to the Owner thereof at maturity, which shall include both principal and accrued interest.

“MSRB” means the Municipal Securities Rulemaking Board.

“Officer’s Pricing Certificate” means the certificate signed by the Pricing Officer and containing the information regarding the Bonds specified herein.

“Order” as used herein and in the Bonds means this order authorizing the Bonds.

“Outstanding” has the meaning ascribed thereto in Section 29 hereof.

“Owner” means any person who shall be the registered owner of any outstanding Bond.

“Pricing Officer” means one or more of the following: the Chair of the Board of Trustees, the President of the College or the Vice President for Fiscal Affairs, including any person holding such office on an interim or temporary basis.

“Purchase Agreement” means the agreement, if any, between the College and the Purchasers providing for the sale of Bonds at such price, with and subject to such terms as determined by a Pricing Officer pursuant to Section 4(e) of this Order.

“Record Date” means, for any Interest Payment Date, the close of business on the last Business Day of the month next preceding each Interest Payment Date.

“Refunded Notes” means any of those notes of the College described in Exhibit A attached hereto and as more particularly described in and determined by each Officer’s Pricing Certificate.

“Register” means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

“Registrar” means a person, including a trust company or commercial bank, authorized to serve as paying agent and registrar for the Bonds under Texas law, as determined by the Pricing Officer in the Pricing Certificate, serving in the capacity of paying agent and registrar for the Bonds.

“Report” means the meaning assigned in the Escrow Agreement.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“Underwriter” means either: (i) the underwriting syndicate named on the cover page of the Official Statement authorized pursuant to Section 27 hereof or (ii) the winning bidder of any competitive sale as described in Section 4(e) hereof, as determined in the Officer’s Pricing Certificate.

3. **Authorization.** The Bonds shall be issued in fully registered form in a maximum aggregate principal amount, including any premium counted against voted authorization, not to exceed \$250,000,000, of which (i) an amount not to exceed \$75,000,000 may be used for the purpose of the construction, renovation, acquisition and equipment of school buildings for the College and the purchase of the necessary sites for school buildings, and to pay for the costs of issuing the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly section 130.122, Texas Education Code and Chapter 1371, Texas Government Code, and (ii) an amount not to exceed the amount of outstanding Refundable Notes may be used for the purpose of refunding the Refunded Notes, and (iii) to pay for the costs of issuing the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code.

4. **Delegation of Authority.** As authorized by Chapter 1371, Texas Government Code, as amended, a Pricing Officer is hereby authorized to act on behalf of the College in selling and delivering the Bonds in one or more series/installments of Bonds, as taxable or tax-exempt Bonds. The authority granted to the Pricing Officer hereunder shall expire on the first anniversary of the approval of this Order (the “Expiration Date”). Bonds sold pursuant to a Purchase Agreement in a negotiated sale of the Bonds executed on or before the Expiration Date or a bid accepted in a competitive sale of the Bonds accepted in writing on or before the Expiration Date may be delivered after such date. The Pricing Officer’s authority to sell and deliver the Bonds is subject to the conditions and carrying out the other procedures as set forth below:

(a) **Designation.** The Bonds shall be designated as “College of the Mainland Limited Tax General Obligation and Refunding Bonds, Series 2026” or otherwise as determined by the Pricing Officer in the Officer’s Pricing Certificate.

(b) The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds.

(i) Each Initial Current Interest Bond, if any, shall be numbered ICI-1 and all other Current Interest Bonds shall be numbered in sequence beginning with RCI-1. Current

Interest Bonds delivered on transfer of or in exchange for other Current Interest Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(ii) Each Capital Appreciation Bond, if any, shall be initially issued bearing compound interest at the rates set out in the Officer's Pricing Certificate. The Initial Capital Appreciation Bond shall be numbered ICA-1 and all other Capital Appreciation Bonds shall be numbered in sequence beginning with RCA-1. Capital Appreciation Bonds delivered on transfer of or in exchange for other Capital Appreciation Bonds shall be numbered in order of their authentication by the Registrar, shall be in the Maturity Amount of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(c) **Date. Denomination. Interest Rates, and Maturities.** The Bonds shall be dated, mature on the dates in each of the years and in the amounts set out in the Officer's Pricing Certificate, shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts, set out in the Officer's Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer's Pricing Certificate payable on each Interest Payment Date.

(d) **Selling and Delivering Bonds.** The Pricing Officer shall determine any mandatory sinking fund redemption provisions for the Bonds, whether the Bonds will be issued as Current Interest Bonds and/or Capital Appreciation Bonds, and all other matters not expressly provided in this Order, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Officer's Pricing Certificate; provided that:

(i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;

(ii) the net effective interest rate on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(iii) the maximum maturity date of any Bonds issued hereunder shall not exceed thirty-one (31) years from the issue date of such bonds; and

(iv) the aggregate principal amounts of all series of the Bonds, plus any premium charged against the voted authority may not exceed the maximum principal amounts authorized in Section 3 hereof, and such amounts plus any net premium from the sale of the Bonds and any available funds of the College, must be sufficient to provide amounts necessary to fund the costs and expenses of the projects set forth in Section 3, the costs of refunding the Refunded Notes and the costs of issuance of the Bonds, including underwriters' discount.

(e) **Sale of the Bonds.**

(i) A Pricing Officer, acting severally and individually, is authorized to determine whether the bonds will be sold by means of a negotiated sale or a competitive sale. As applicable, a Pricing Officer, acting severally and individually, is authorized to: (i) designate in the Officer's Pricing Certificate and Purchase Agreement the senior managing underwriter for the Bonds and such additional underwriters as he or she deems appropriate; or (ii) designate in the Officer's Pricing Certificate and by means of acceptance of a bid, the Underwriter in a competitive sale as he or she deems appropriate, in each case to assure that the Bonds are sold on the most advantageous terms to the College; and, a Pricing Officer, acting severally and individually, for and on behalf of the College, is authorized to execute and deliver the Purchase Agreement or Underwriter's bid providing for the sale of Bonds at such price, with and subject to such terms as determined by a Pricing Officer pursuant to this Section. Such Purchase Agreement or Underwriter's bid shall be substantially in the form and substance previously approved by the Board or commonly approved by other boards of trustees (as determined by Bond Counsel) in connection with the authorization of limited tax bonds with such changes as are acceptable to a Pricing Officer.

(ii) The obligation of the Underwriter to accept delivery of the Bonds shall be subject to the Underwriter being furnished with the final, approving opinion of Orrick, Herrington & Sutcliffe LLP, Houston, Texas, Bond Counsel for the College, which opinion shall be dated as of and delivered on the date of delivery of the Bonds to the Underwriter. The engagement of such firm as Bond Counsel for the College in connection with the issuance, sale and delivery of the Bonds is hereby approved, ratified and confirmed.

(iii) The College hereby acknowledges that the sale of the Bonds may be contingent upon the issuance of a policy of municipal bond insurance. A Pricing Officer is authorized to apply for and pay any costs associated with one or more municipal bond insurance policies to guarantee the payment of the principal of and interest on the Bonds, which insurance shall be specified in the Officer's Pricing Certificate; and, any acts of a Pricing Officer relating to applications for any such insurance are hereby authorized, approved, ratified and confirmed. The Officer's Pricing Certificate may contain provisions related to bond insurance policies, if any, including payment provisions thereunder, and the rights of the bond insurer(s), and any such provisions shall be read and interpreted as an integral part of this Order. The appropriate officials and representatives of the College are hereby authorized and directed to execute such commitments, agreements (including reimbursement agreements), certificates and other documents and to do any and all things necessary or desirable to obtain any such insurance, and the printing on the Bonds of an appropriate legend or statement regarding such insurance, as provided by a bond insurer for the Bonds, is hereby approved.

(iv) The Pricing Officers, each acting severally and individually, are hereby authorized to take such action as they deem necessary or appropriate in seeking ratings on the Bonds from one or more nationally recognized rating agencies, and any such action is hereby ratified and confirmed.

(f) **Use of Proceeds.** Proceeds from the sale of the Bonds shall, promptly upon receipt by the College, be applied as follows:

(i) An amount equal to the sum of the accrued interest on the Current Interest Bonds, if any, shall be deposited into the Debt Service Fund;

(ii) Bond proceeds in the amount determined by a Pricing Officer shall be used for the purposes described in Section 3(i);

(iii) Proceeds from the sale of the Bonds in an amount determined by a Pricing Officer (together with funds, if any, provided by the College) shall be applied to establish an escrow fund or to make a cash deposit to refund the Refunded Notes, as more fully provided below;

(iv) An amount equal to the costs of issuance of the Bonds, including underwriter's discount, as approved by a Pricing Officer, shall be applied to pay such costs as the College may arrange; and

(v) Any proceeds of the Bonds remaining after making all such deposits and payments described above shall be deposited into the Debt Service Fund.

5. **Execution and Registration of Bonds.** (a) The Bonds shall be signed by the Chair of the Board and countersigned by the Secretary or Assistant Secretary of the Board, by their manual, lithographed, or facsimile signatures. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers.

(b) If any officer of the College whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his or her duly authorized agent, which certificates shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the College, and have been registered by the Comptroller.

(d) On the Closing Date, the Initial Bonds, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of the Chair of the Board and Secretary or Assistant Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriter or its designee. Upon payment for the Initial Bonds, the Registrar shall cancel the Initial Bonds and definitive Bonds shall be delivered to DTC.

6. **Payment of Principal and Interest.** The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

7. **Successor Registrars.** The College covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of Registrar for the Bonds. The College reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8. **Special Record Date.** If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the College. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice,

9. **Book-Entry Only System.** (a) The Initial Bonds shall be registered in the name designated in the Officer's Pricing Certificate. Except as provided in Section 10 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the College and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the College and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the

payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the College and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the College's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the College to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Order shall refer to such new nominee of DTC.

10. **Successor Securities Depository: Transfer Outside Book-Entry Only System.**

In the event that the College, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the College shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

11. **Payments to Cede & Co.** Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

12. **Ownership: Unclaimed Principal and Interest.** The College, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the College nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid

and effectual and shall discharge the liability of the College and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. **Registration, Transfer, and Exchange.** So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office. Subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds of the same type registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount or Maturity Amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar, for a Bond or Bonds of the same type, maturity and interest rate in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The College or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the College.

14. **Mutilated, Lost, or Stolen Bonds.** Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the College, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The College or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection

therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The College or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the College and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the College to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the College and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the College and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the College or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the College in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

15. **Cancellation of Bonds.** All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the College with appropriate certificates of destruction of such Bonds.

16. **Optional and/or Mandatory Redemption; Defeasance.** The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bonds and in an Officer's Pricing Certificate.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such

maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

17. **Forms.** The form of the Bonds, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to each Initial Bond, the form of the Registrar's Authentication Certificate, the form of Assignment and the form of insurance statement, if any, shall be, respectively, substantially as described herein in Exhibit B, with such additions, deletions and variations as may be required by the Officer's Pricing Certificate.

18. **CUSIP Numbers.** CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds.

19. **Debt Service Fund: Tax Levy.** A special fund to be designated "College of the Mainland Limited Tax General Obligation and Refunding Bonds, Series 2026, Debt Service Fund" is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there 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, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the College's taxing district, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

Money on deposit in the Debt Service Fund may, at the option of the College, be invested as permitted under Texas law, provided that all such investments shall be made in such manner that the money will be available at the proper time or times. For purposes of maximizing investment returns, money in the Debt Service Fund may be invested with other money of the College in common investments, or in a common pool of investments, which shall not be deemed to be or constitute a commingling of such money as long as safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by the Debt Service Fund are held by or on behalf of the Debt Service Fund. Money in the Debt Service Fund may, to the extent

necessary, be used to make any required payments to the federal government under the Code to assure that interest on the Bonds is excludable from gross income for federal income tax purposes.

To pay the debt service coming due on any Bonds issued prior to receipt of the taxes levied to pay such debt service, 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 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 and such funds are on deposit in the Debt Service 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 Debt Service Fund.

20. **Application of Chapter 1208, Government Code.** Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the College under Section 19 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the College under Section 19 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said 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, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

21. **Further Proceedings.** After the Initial Bonds have been executed, it shall be the duty of the Chair of the Board and other appropriate officials and agents of the College to deliver the Initial Bonds and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Bonds have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Initial Bonds, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon

22. **Covenants to Maintain Tax-Exempt Status.** For any Bonds for which the College intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds: For this purpose, the College covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code,

of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the College shall comply with each of the following covenants:

- (a) The College will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 3 hereof, which will be owned and operated by the College and (ii) to pay the costs of issuing the Bonds. The College will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the College or a related person.
- (b) The College will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141(a) of the Code.
- (c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the College and investment earnings on such collections.
- (d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the College reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.
- (e) At all times while the Bonds are outstanding, the College will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The College will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting “arbitrage bonds,” the College will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.
- (f) The College will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.
- (g) The College represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the College reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.
- (h) The College will take all necessary steps to comply with the requirement that certain amounts earned by the College on the investment of the gross proceeds of the Bonds,

if any, be rebated to the federal government. Specifically, the College will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the College allocable to other obligations of the College or moneys which do not represent gross proceeds of any obligations of the College and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the College will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

- (i) The College will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.
- (j) The College will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.
- (k) The College will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the College to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.
- (l) Proper officers of the College charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the College's expectations. On or after the date of issuance of the Bonds, the College

will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

- (m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the College.

In complying with the foregoing covenants, the College may rely upon an unqualified opinion issued to the College by nationally recognized bond counsel that any action by the College or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the College's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

23. **Escrow Agreement/Deposit with Paying Agent for Refunded Notes.** The discharge and defeasance of the Refunded Notes shall be effectuated by either a cash deposit with the paying agent for the Refunded Notes or pursuant to the terms and provisions of the Escrow Agreement. The terms and provisions of an Escrow Agreement are hereby approved substantially in the form and substance previously approved by the Board or commonly approved by other boards of trustees (as determined by Bond Counsel) in connection with the authorization of limited tax bonds with such changes as are acceptable to a Pricing Officer, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the College by the Underwriters, which shall be certified as to mathematical accuracy in the Report or by a certificate of sufficiency of deposit executed by the College's financial advisor or the paying agent for the Refunded Notes (b) to maximize the College's present value savings and/or to minimize the College's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Notes and (d) to carry out the other intents and purposes of this Order, and the Chair or Vice Chair of the Board are hereby authorized to execute and deliver such Escrow Agreement on behalf of the College in multiple counterparts and the Secretary or the Assistant Secretary is hereby authorized to attest thereto and affix the College's seal.

24. **Purchase of Escrowed Securities.** If the Escrow Agreement is utilized, in order to assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, if required, a Pricing Officer is hereby authorized to subscribe for, agree to purchase and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be necessary to defease the Refunded Notes or as provided for in the Report to be attached to the Escrow Agreement, if such Report is required, and to execute any and all subscriptions, agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing. Any actions heretofore taken for such purpose are hereby ratified and approved.

25. **Redemption Prior to Maturity of Refunded Notes.** To effectuate the refunding, the College hereby authorizes and directs that certain of the Refunded Notes may be called for redemption prior to maturity in the amounts, on the dates and at the redemption prices determined by the Pricing Officer in accordance with Section 4 of this Order, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption and/or a notice of defeasance to the holders or paying agent/registrars, as appropriate, of such Refunded Notes, and, if required, to publish such notices, all in the manner required by the documents authorizing the issuance of such Refunded Notes. Any Pricing Officer or their designee are hereby authorized and directed to take all necessary and appropriate action to give or file, or to cause to be given or filed, material events notices with respect to the Refunded Notes, as required by the orders authorizing the issuance of the Refunded Notes and United States Securities and Exchange Commission Rule 15c2-12 (the “Rule”).

26. **Continuing Disclosure Undertaking.**

(a) **Annual Reports.** The College will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the College of the general type included in the Official Statement authorized by Section 27 of this Order in Tables 1 through 5 and 7 through 12 and in APPENDIX A – “ANNUAL FINANCIAL AND COMPLIANCE REPORT”, or such other information as determined by the Pricing Officer in the Pricing Certificate. The College will update and provide this information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles prescribed in the notes to the financial statements referred to in APPENDIX A of the Official Statement or such other accounting principles as the College may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the College commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the College shall provide unaudited financial statements for the applicable fiscal year by the required time, and audited financial statements when and if audited financial statements become available.

If the College changes its fiscal year, it will submit a notice of such change to the MSRB, and the date of the new fiscal year end prior to the next date by which the College otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB).

(b) The College shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;

- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the College;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the College or the sale of all or substantially all of the assets of the College, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) Incurrence of a Financial Obligation of the College, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the College, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the College, any of which reflect financial difficulties.

As used in clause (12), above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the College in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the College, or if jurisdiction has been assumed by leaving the Board and official or officers of the College in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the College. The College intends that the words used

in clauses (15) and (16), above, and the definition of Financial Obligation in this Order have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The College shall notify the MSRB, in a timely manner, of any failure by the College to provide financial information or operating data in accordance with Section 26(a) of this Order by the time required by such Section.

(c) **Limitations, Disclaimers, and Amendments.** The College shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the College remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the College in any event will give notice of any deposit made in accordance with Texas law that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The College undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the College’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The College does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COLLEGE BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COLLEGE, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the College in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the College under federal and state securities laws.

The provisions of this Section may be amended by the College from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the College, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such

changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the College (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the College so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The College may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the College also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

27. **Official Statement.** The College hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Agreement, in the case of a negotiated sale, or the Underwriter's bid, in the case of a competitive sale, and other relevant information. The use of such final Official Statement by the Underwriters is hereby approved and authorized and the proper officials of the College are authorized to sign such Official Statement.

28. **Power to Revise Form of Documents.** Notwithstanding any other provision of this Order, the Chair of the Board is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as, in the judgment of the Chair of the Board, and in the opinion of Bond Counsel to the College, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board.

29. **Order a Contract – Amendments.** This Order shall constitute a contract with the Owners from time to time, be binding on the College, and shall not be amended or repealed by the College so long as any Bond remains Outstanding except as permitted in this Section. The College may, without the consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the College may, with the consent of Owners who own a majority of the aggregate principal amount and Maturity Amount, as applicable, of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Owners of Bonds affected, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, Maturity Amount of, premium, if any, and interest on the Bonds, reduce the principal amount or Maturity Amount thereof, the redemption price, or the rate of interest thereon,

or in any other way modify the terms of payment of the principal of, Maturity Amount, premium, if any, or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount or Maturity Amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

When used with reference to the Bonds, “Outstanding” shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bonds canceled by or on behalf of the College at or before such date; (b) any Bonds defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bonds in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order

30. **Related Matters.** To satisfy in a timely manner all of the College’s obligations under this Order and the Purchase Agreement or an accepted Underwriter’s bid, the Chair or Vice Chair of the Board, the Secretary or the Assistant Secretary of the Board, and all other appropriate officers and agents of the College are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the bonds and the refunding of the Refunded Notes, including, without limitation, executing and delivering on behalf of the College all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the College’s obligations under the Purchase Agreement or an accepted Underwriter’s bid and this Order and to direct the application of funds of the College consistent with the provisions of this Order.

31. **Registrar.** The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the College are hereby authorized to execute such agreement for and on behalf of the College.

32. **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.

33. **Open Meeting.** It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

[signature page follows]

PASSED AND APPROVED this 27th day of July, 2026.

Chair, Board of Trustees
College of the Mainland

ATTEST:

Secretary, Board of Trustees
College of the Mainland

(SEAL)

EXHIBIT A

SCHEDULE OF REFUNDABLE NOTES

All outstanding notes issued pursuant to the College of the Mainland Limited Tax Revolving Note Program, Series 2025, in a combined principal amount not to exceed \$250,000,000

EXHIBIT B

FORM OF BONDS

(a) Form of Current Interest.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED
NUMBER

REGISTERED
DENOMINATION
\$ _____

COLLEGE OF THE MAINLAND
LIMITED TAX GENERAL OBLIGATION AND
REFUNDING BONDS, SERIES 2026¹

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

COLLEGE OF THE MAINLAND (the “College”) promises to pay to the registered owner identified above, or registered assigns on the maturity date specified above upon presentation and surrender of this Bond at the principal payment office of _____², _____², _____² (the “Registrar”), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the Dated Date, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on _____² and _____² beginning on _____², mailed to the registered owner as shown on the books of registration kept by the Registrar as of the close of business on the last business day of the month next preceding each interest payment date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$_____ (the “Bonds”), issued for the purposes of (i) the construction, renovation, acquisition and equipment of school buildings for the College and the purchase of the necessary sites for school buildings, (ii) refunding the Refunded Notes, and (iii) paying the cost of issuing the Bonds, all pursuant to the Constitution and laws of the State of Texas including Chapter 1371, Texas Government Code, section 130.122, Texas Education Code, and an order adopted by the Board of Trustees of the College on July 27, 2026 (the “Order”). [The Bonds are issued as (i) Current Interest Bonds in the aggregate principal amount of \$_____ ² which pay interest semiannually until maturity or earlier

¹ As designated in the Officer's Pricing Certificate.

² Insert from Officer's Pricing Certificate.

redemption, and (ii) Capital Appreciation Bonds in the aggregate principal amount of \$ ² which pay interest only at maturity.]³

[THE COLLEGE RESERVES THE RIGHT, at its option, to redeem Bonds maturing on or after ², in whole or from time to time in part, in integral multiples of \$5,000, on ², or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all the Bonds are to be redeemed, the College shall select the Bonds to be redeemed.]⁴

[THE BONDS MATURING on _____ in the years _____, _____ (the “Term Bonds”) are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, in each case at a redemption price equal to the principal amount of the Bonds or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

Term Bond Maturity Date

Mandatory Redemption Dates

Principal Amounts

The particular Term Bonds to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before _____ of each year in which Term Bonds are to be mandatorily redeemed. The principal amount of Term Bonds to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Bonds that have been optionally redeemed on or before _____ of such year and which have not been made the basis for a previous reduction.]⁴

[NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.]⁴

[THIS BOND is not subject to redemption prior to stated maturity.]⁴

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar, for Bonds in the denomination of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of

³ Remove bracketed language if there are no Capital Appreciation Bonds.

⁴ Include if designated in Officer’s Pricing Certificate.

the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COLLEGE has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the College's taxing district, and have been pledged irrevocably for such payment.

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

COLLEGE OF THE MAINLAND

Chair, Board of Trustees

Secretary, Board of Trustees

(b) Form of Capital Appreciation Bonds.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED
NUMBER

REGISTERED
MATURITY
\$ _____

COLLEGE OF THE MAINLAND LIMITED TAX GENERAL OBLIGATION AND
REFUNDING BONDS, SERIES 2026⁵

MATURITY DATE: ISSUANCE DATE: CUSIP:
6

REGISTERED OWNER:

MATURITY AMOUNT:

DOLLARS

COLLEGE OF THE MAINLAND (the “College”) promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of _____⁶, _____⁶, _____⁶ (the “Registrar”), the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon (both as shown in the table attached to this Bond), in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. The date of this Bond is _____⁶, but interest shall accrue on the principal amount hereof from the Issuance Date listed above at the per annum rate specified on the Table of Accreted Values attached hereto. The Accreted Value (per \$5,000 of Maturity Amount) of this Bond, as of the Issuance Date listed above and as of each _____⁶ and _____⁶ is set forth in the Table of Accreted Values attached hereto. Such value as of any other date shall be determined by straight-line interpolation between such values.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$_____ (the “Bonds”), issued for the purposes of (i) the construction, renovation, acquisition and equipment of school buildings for the College and the purchase of the necessary sites for school buildings, (ii) refunding the Refunded Notes, and (iii) paying the cost of issuing the Bonds, all pursuant to the Constitution and laws of the State of Texas including Chapter 1371, Texas Government Code, section 130.122, Texas Education Code, and an order adopted by the Board of Trustees of the College on July 27, 2026 (the “Order”). The Bonds are issued as (i) Current Interest Bonds in the aggregate principal amount of ⁷_____ which pay interest only at maturity, and (ii) Capital

⁵ As designated in the Officer's Pricing Certificate.

⁶ Insert from Officer's Pricing Certificate.

⁷ Insert from Officer's Pricing Certificate.

Appreciation Bonds in the aggregate principal amount of \$_____ ⁷ which pay interest semiannually until maturity or earlier redemption.

THIS BOND is not subject to redemption prior to stated maturity.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar, for Bonds in the denomination of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COLLEGE has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the College's taxing district, and have been pledged irrevocably for such payment.

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

COLLEGE OF THE MAINLAND

Chair, Board of Trustees

Secretary, Board of Trustees

TABLE OF ACCRETED VALUES

[insert from Officer's Pricing Certificate]

(c) 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)

(d) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this bond has been delivered pursuant to the Order described in the text of this bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of an issue of bonds which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

[Paying Agent/Registrar]

By: _____
Authorized Signature: _____
Date of Authentication: _____

(e) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

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

Registered Owner
NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

(f) Form of Insurance Statement.

[To be determined in the Pricing Certificate]

(g) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (c), (e) and (f) of this Section, except for the following alterations:

(i) immediately under the name of the Current Interest Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and the word “CUSIP” deleted; immediately under the name of the Capital Appreciation Bond, the heading “MATURITY DATE” shall be completed with the words “As Shown Below” and the word “CUSIP” deleted;

(ii) in the first paragraph of the Current Interest Bond, the words “on the maturity date specified above” and “at the rate shown above” shall be deleted and the following shall be inserted at the end of the first sentence “, with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:”

[Stated Maturities, Principal Amounts and Interest Rates to be inserted from schedule in the Officer’s Pricing Certificate]

(iii) in the first paragraph of the Capital Appreciation Bond, the words “on the maturity date specified above” shall be deleted, and the

words “the Maturity Amount identified above” shall be replaced with “the Maturity Amounts shown in the schedule below”.

[Information to be inserted from schedule in the Officer’s Pricing Certificate]

(iv) the Initial Bonds shall be numbered ICI-1 and ICA-1, respectively.

College of the Mainland

Presentation to the Board of Trustees:

- 1) Refinancing of the existing Note Purchase Agreement (NPA)
- 2) Issuance of fixed rate bonds for the remaining authorization from the May 2023 Bond Election

July 27, 2026



Capital
Markets

Limited Tax GO Debt Summary

Outstanding Debt Profile and Tax Rate History (S&P: AA- / Moody's: Aa3)

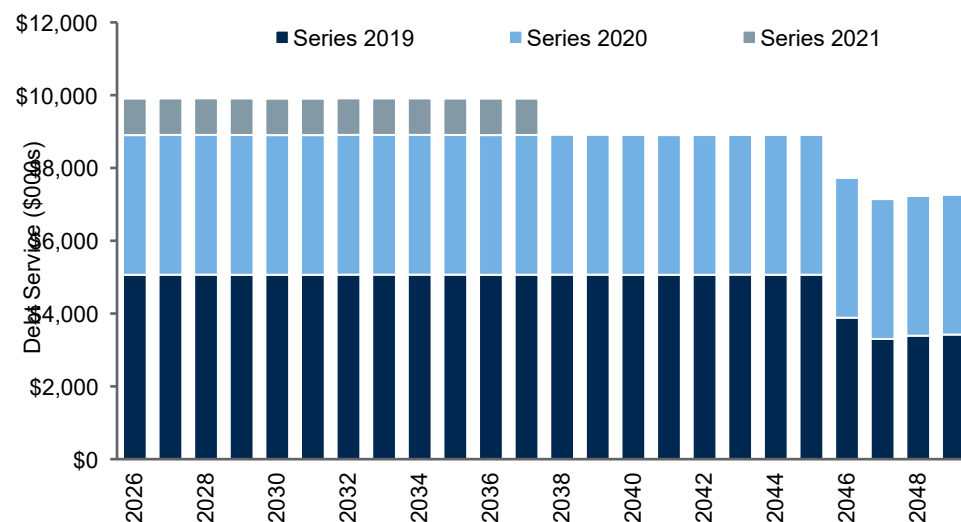
Outstanding Limited Tax GO Debt Profile ⁽¹⁾

Series	Outstanding Par Amount	% of Debt Portfolio	Coupon Range of Callable Bonds	Call Date	Final Maturity	Use of Proceeds
Limited Tax GO Bds Ser 2019	\$74,555,000	23.5%	3.000% - 5.000%	08/15/2028	08/15/2028	College Facility
Limited Tax GO Bds Ser 2020	58,380,000	18.4%	4.000%	08/15/2029	08/15/2029	School Building
Limited Tax GO Ref Bds Ser 2021	9,760,000	3.1%	3.000%	08/15/2031	08/15/2031	Refunding
Note Purchase Agreement Ser 2025	175,000,000	55.1%	Variable Rate	Prepay Any Date	11/16/2028	May 2023 Bond Election
Total	\$142,695,000	100.0%				

Credit Rating Considerations

1. All rating agencies have published guidelines recommending an acceptable percentage of variable rate debt that issuers should maintain in their debt portfolio. Typically, rating agencies do not recommend more than 25% of a debt portfolio should be in variable rate debt.
2. COM currently has 55.1% of its debt portfolio in variable rate debt through the existing Note Purchase Agreement (NPA). Exceeding the recommended 25% threshold typically does not result in a rating downgrade but it may raise the overall risk profile of the issuer from the perspective of rating agencies.
3. Refinancing the Existing NPA. Under the existing NPA terms and conditions, COM can refinance a portion or the entire NPA balance, which is currently \$175 million. The NPA expires on November 16, 2028, at which point it must be refinanced. **Given current market conditions, the Board should consider moving forward with the NPA refinancing this year by issuing fixed rate bonds.**

Outstanding Debt Service by Series⁽¹⁾



10-Year Historical TAV and Tax Rate Data

FYE (08/31)	Net Taxable Assessed Value	TAV Growth	M&O Tax Rate	I&S Tax Rate	Total Tax Rate
2018	\$11,447,215,497	-2.00%	0.2168	0.0000	0.2168
2019	11,621,401,165	1.52%	0.2128	0.0000	0.2128
2020	12,740,072,315	9.63%	0.2128	0.0000	0.2128
2021	13,333,284,378	4.66%	0.1868	0.0552	0.2420
2022	14,871,063,701	11.53%	0.1653	0.1024	0.2677
2023	17,292,194,526	16.28%	0.1514	0.1162	0.2676
2024	18,819,812,163	8.83%	0.1441	0.1244	0.2685
2025	20,226,678,846	7.48%	0.1427	0.1244	0.2671
2026	21,455,992,202	6.08%	0.1394	0.1244	0.2638
2027	20,408,627,337	-4.88%	0.1340	0.1244	0.2584
5YR CAGR*		6.54%			
10YR CAGR*		5.74%			

* Compound Annual Growth Rate

Source: The MAC of Texas and Galveston County Appraisal District.
FYE 2027 TAV is preliminary and subject to change

(1) Outstanding as of July 15, 2026. Debt service is aligned on a fiscal year 8/31 basis.

Overview of the Existing Note Purchase Agreement (NPA)

Credit Facility Overview

- The existing Note Purchase Agreement (the “NPA”) was executed between COM and Wells Fargo, dated December 3, 2025. Wells Fargo also maintains a participation agreement with Texas First Bank which provided \$25 million for the credit facility. Previously, COM and Frost Bank had a NPA which is no longer outstanding.
- The NPA provides interim financing for certain capital projects approved by voters at the May 6, 2023 election in an amount not to exceed \$250 million outstanding at any given time (the “Total Commitment”). The existing NPA will expire on **November 16, 2028**.

Interest Rate

- 80% of the SOFR* rate plus 0.57% paid semi-annually, due on February 1 and August 1 and at maturity for each note. In no event shall the interest rate be less than 0.00% (known as the “Floor”).
- Based on SOFR as of July 17, 2026, **the current all-in rate is 3.59%**. The SOFR rate changes every day (i.e., the “Daily SOFR” rate). For each draw, COM must elect either the Daily SOFR or a 3-month term SOFR rate (i.e., the “Term SOFR” rate).

Total Issuance Costs & Commitment Fee

- A one-time bank arrangement fee in the amount of \$25,000 (0.01% of the Total Commitment) was paid for providing the credit facility. Other issuance costs included fees for the municipal advisor, attorneys, credit ratings, and the paying agent totaling \$707,900.50 paid at closing.
- COM is required to pay a quarterly, non-refundable fee of 0.17% based on the Available Commitment as defined below (the “Commitment Fee”). The Commitment Fee can range between 0.17% - 0.47% of the Available Commitment, which is dependent on COM's credit rating (currently Aa3/AA-). A downgrade could result in a higher Commitment Fee.

Funding Indemnity Clause

- \$100 Million Note R-1 accrues interest based on Term SOFR. Prepayment of Note R-1 would trigger the funding indemnity clause (similar to a prepayment penalty fee).
- The funding indemnity clause requires COM to reimburse Wells Fargo for any costs or losses incurred if the borrower fails to draw funds as scheduled, prepays notes that are based on Term SOFR, or repays outside of agreed payment dates. The Note R-1 conversion from Term SOFR to Daily SOFR is scheduled to occur on **September 3, 2026**, which will avoid triggering the funding indemnity clause.

Remaining NPA Balance

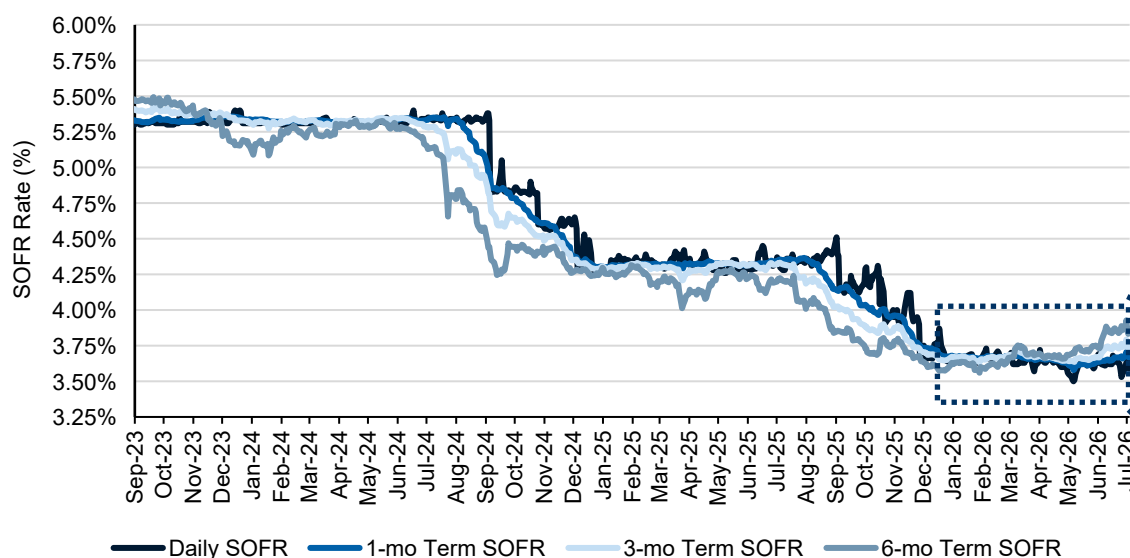
- COM must provide notice for each draw at least three business days in advance. Each draw must be at least \$25 million. COM can request up to three draws per month.
- \$175 Million was previously drawn for ongoing construction projects and refinancing the previous NPA with Frost Bank dated September 15, 2023. \$75 Million is remaining for future draws (the “Available Commitment” as of July 27, 2026).

* SOFR – Secured Overnight Financing Rate as published by the Federal Reserve Bank of New York and the CME Group.

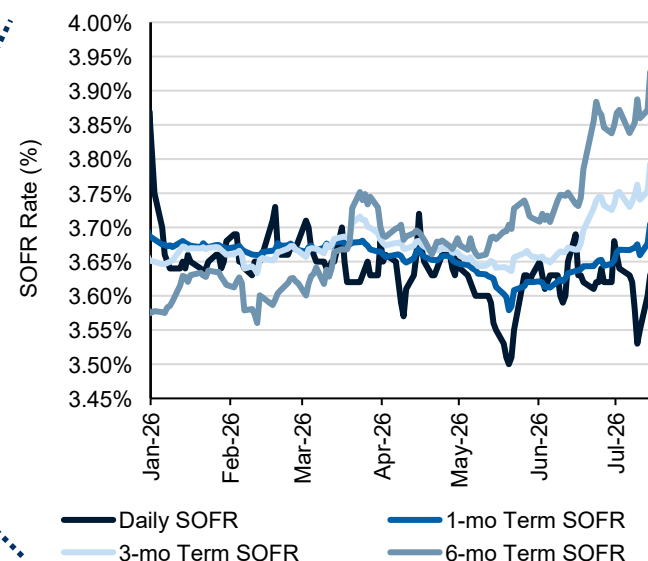
Change in SOFR Rates | September 2023 to Present

- COM executed the first NPA with Frost Bank dated September 15, 2023. Shown below is the movement of SOFR rates since NPA execution.
- As of July 17, 2026, the Daily SOFR was 3.59% and the 3-month Term SOFR was 3.734%, down approximately 172 bps and 167 bps, respectively, since the NPA execution date with Frost Bank, reflecting the Federal Reserve's rate cuts following the easing cycle beginning in late 2024.
- The current spread between Daily SOFR and the 3-Month Term SOFR is 0.11%. Overall, the downward trend since September 2023 does not reduce exposure to future rate increases, nor does it reduce interest rate risk until COM chooses to refinance the NPA through issuing fixed rate bonds.**

Historical SOFR Rates | September 2023 to Present



Current SOFR Rates | January 2026 to Present



Change in SOFR Rates | September 2023 to Present

	Daily SOFR	1-mo Term SOFR	3-mo Term SOFR	6-mo Term SOFR
Maximum	5.400%	5.366%	5.426%	5.493%
Minimum	3.500%	3.579%	3.633%	3.560%
Current as of 7/17/2026	3.590%	3.668%	3.734%	3.842%
Average	4.559%	4.541%	4.508%	4.426%
Rates as of 9/15/2023	5.310%	5.327%	5.402%	5.466%
Change since 9/15/2023	-1.720%	-1.659%	-1.668%	-1.624%

Taxable UST Yields & Tax-Exempt MMD Yields

	Yields as of		Weekly	2026	2025
	7/10/2026	7/17/2026	Change (bp)	Change	Change
UST 5Y	4.31	4.28	-3	55	-66
UST 10Y	4.56	4.55	-2	37	-40
UST 30Y	5.06	5.07	0	22	6
MMD 5Y	2.63	2.73	10	32	-46
MMD 10Y	3.03	3.14	11	38	-30
MMD 30Y	4.27	4.33	6	9	34

Source: Bloomberg as of July 17, 2026

2026 Financing Options

Option 1. Leave Program “As Is”.

- Maintain the existing \$250MM Note Purchase Program without any immediate changes.
- Continue utilizing the program for ongoing construction draws as originally structured.
- Defers the decision to issue fixed rate, long-term bonds, leaving the program exposed to potential interest rate moving higher, while **exposing COM to I&S tax rates above 0.1244 (potential tax increase)**.
- **Long Term Market Risk. Significant.** Given 64% of debt portfolio will be variable rate instead of fixed rate, which can reset higher when converted to long term debt.
- **Risk.** If Long Term Rate are above **5.25% when bonds are fixed out** ; the Interest & Sinking Fund Tax Rate of **0.1244** is difficult to achieve; at **4.56% (7/2/26)**; and could possibly result in a tax rate increase to COM's taxpayers.

Option 2. Fix Out the Entire \$250MM Voter Bond Authorization (Recommended Structure)

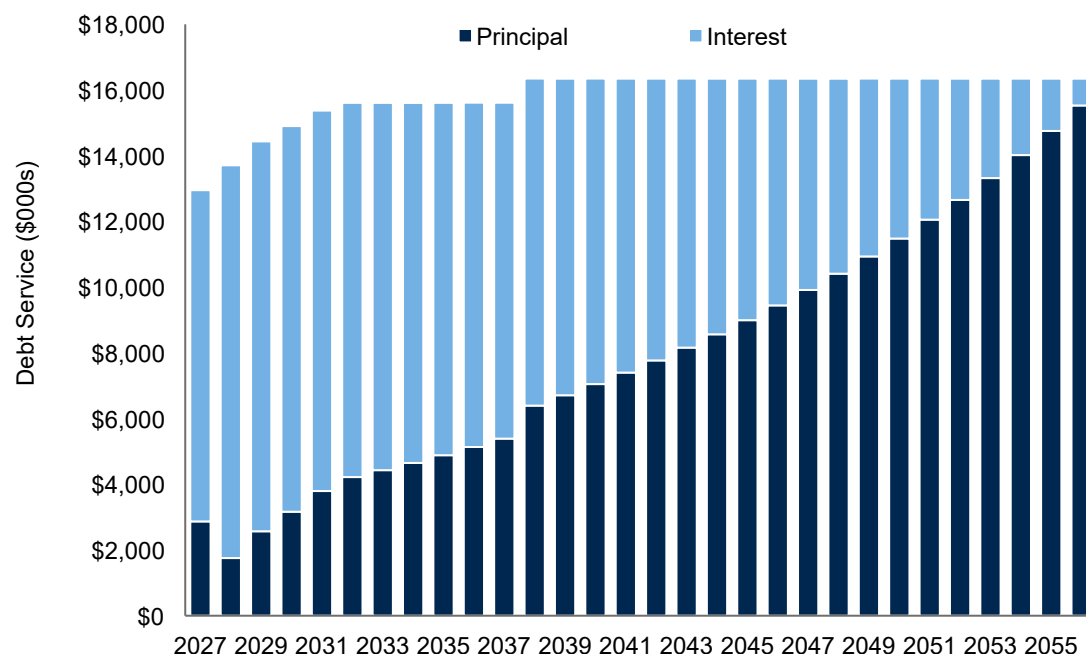
- Converts the full \$250MM into fixed rate, long-term bonds (\$175MM refinanced and \$75MM through a new bond sale).
- **Long Term Market Risk. None, 0%.** All Voted Bond Authorization will be sold and Interest & Sinking Tax Rate sold at 0.1244.
- \$75MM in New Money Bond Proceeds can be invested at Tex Pool at **3.66% (7/5/26)** vs. **4.66%** True Interest Cost on the Long-Term Fixed Rate Bonds as of July 17, 2026.

OPTION 1	Issued NPA Agreement	Total Amount		Coupon Range	Call Date	Final Maturity
Note Purchase Agreement, Series 2025	12/3/2025	\$250,000,000	64%	Variable	Annually	12/3/2028
Outstanding Fixed Rate Bonds as of June 1, 2026		\$142,695,000				
Total Fixed + Variable Rate (included unissued)		<u>\$392,695,000</u>				

OPTION 2	Issued NPA Agreement	Outstanding Amount		Coupon Range	Call Date	Final Maturity
Note Purchase Agreement, Series 2025 <i>(After \$250MM Fix Out of Note Purchase Agreement)</i>	12/3/2025	<u>\$0</u>	0%	Variable	Annually	12/3/2028
Outstanding Fixed Rate Bonds at August 31, 2026		\$142,695,000				
Plus: Fix Out of Total Note Purchase Balance		\$250,000,000				
Projected Fixed Rate Bonds to be Outstanding		<u>\$392,695,000</u>				
Total Fixed + Variable Rate (included unissued)		\$392,695,000				

Series 2026 Limited Tax GO Financing Summary

- COM could issue tax-exempt, fixed-rate bonds which would lock-in the long-term fixed rates and eliminate the interest rate risk associated with the NPA. The repayment structure would target an I&S tax rate of \$0.1244, which is the current I&S tax rate. Issuing fixed-rate bonds will take about **60-90 days** once approved by the Board.
- Based on current market rates as of July 17, 2026, refinancing the \$175 million outstanding NPA balance and issuing the remaining \$75 million bond authorization on a 30-year amortization principal schedule would result in an estimated **True Interest Cost of 4.66%***.



Preliminary Debt Service

Fiscal Year (Aug.31)	Principal	Interest	Debt Service	Proforma I&S Tax Rate
2027	\$2,870,000	\$10,081,000	\$12,951,000	\$0.1244
2028	1,755,000	11,953,700	13,708,700	\$0.1244
2029	2,570,000	11,865,950	14,435,950	\$0.1244
2030	3,165,000	11,737,450	14,902,450	\$0.1244
2031	3,795,000	11,579,200	15,374,200	\$0.1244
2032	4,220,000	11,389,450	15,609,450	\$0.1244
2033	4,430,000	11,178,450	15,608,450	\$0.1244
2034	4,650,000	10,956,950	15,606,950	\$0.1244
2035	4,885,000	10,724,450	15,609,450	\$0.1244
2036	5,135,000	10,480,200	15,615,200	\$0.1244
2037	5,390,000	10,223,450	15,613,450	\$0.1244
2038	6,395,000	9,953,950	16,348,950	\$0.1231
2039	6,710,000	9,634,200	16,344,200	\$0.1230
2040	7,050,000	9,298,700	16,348,700	\$0.1230
2041	7,400,000	8,946,200	16,346,200	\$0.1230
2042	7,770,000	8,576,200	16,346,200	\$0.1230
2043	8,160,000	8,187,700	16,347,700	\$0.1230
2044	8,565,000	7,779,700	16,344,700	\$0.1230
2045	8,995,000	7,351,450	16,346,450	\$0.1230
2046	9,445,000	6,901,700	16,346,700	\$0.1170
2047	9,915,000	6,429,450	16,344,450	\$0.1140
2048	10,410,000	5,933,700	16,343,700	\$0.1144
2049	10,935,000	5,413,200	16,348,200	\$0.1146
2050	11,480,000	4,866,450	16,346,450	\$0.0774
2051	12,055,000	4,292,450	16,347,450	\$0.0774
2052	12,655,000	3,689,700	16,344,700	\$0.0774
2053	13,320,000	3,025,313	16,345,313	\$0.0774
2054	14,020,000	2,326,013	16,346,013	\$0.0774
2055	14,755,000	1,589,963	16,344,963	\$0.0774
2056	15,530,000	815,325	16,345,325	\$0.0774
Total	\$238,430,000	\$237,181,613	\$475,611,613	

Sources of Funds

Par Amount	\$238,430,000
Premium	\$13,419,687
Total Sources of Funds	\$251,849,687

Uses of Funds

Project/Redemption Fund	\$250,000,000
Cost of Issuance	\$894,113
Underwriter's Discount	\$953,720
Contingency	\$1,854
Total Uses of Funds	\$251,849,687

Preliminary Bond Summary Statistics

Delivery Date	10/15/2026
Call Date	8/15/2036
Project/Redemption Fund	\$250,000,000
Par Amount	\$238,430,000
Total Debt Service	\$475,611,613
Avg Annual Debt Service	\$15,853,720
Max Annual Debt Service	\$16,348,950
Average Life (years)	19.484
True Interest Cost	4.663%

* Preliminary, subject to change. Based on market conditions as of July 17, 2026. Assumes \$3.75/bond for total COI and \$4.00/bond for UW discount.

Tax Rate Impact Analysis

The primary risk to COM is if interest rates rise rapidly, COM will need to increase the tax rate

1	2	3	4	5	6	7	8	9	10	11	12	13	14
FYE (8/31)	Freeze Adjusted Net TAV ⁽¹⁾	TAV Growth	Existing Bond Debt Service				Limited Tax GO Bonds, Series 2026			Less: Est. Frozen Levy Revenue ⁽³⁾	Proforma I&S Tax Rate		
			Principal	Interest	Debt Service	Est. I&S Tax Rate	Principal	Interest	Debt Service		Total Net Debt Service	Est. I&S Tax Rate	Capacity @ \$0.1244
2027	\$ 17,729,209,663		\$ 4,260,000	\$ 5,649,700	\$ 9,909,700	\$0.0570	\$ 2,870,000	\$ 10,081,000	\$ 12,951,000	\$ (1,250,000)	\$ 21,610,700	\$0.1244	\$ 3,334
2028	18,349,732,001	3.50%	4,475,000	5,436,700	9,911,700	0.0551	1,755,000	11,953,700	13,708,700	(1,250,000)	22,370,400	0.1244	125
2029	18,946,098,291	3.25%	4,695,000	5,212,950	9,907,950	0.0534	2,570,000	11,865,950	14,435,950	(1,250,000)	23,093,900	0.1244	3,667
2030	19,325,020,257	2.00%	4,925,000	4,978,200	9,903,200	0.0523	3,165,000	11,737,450	14,902,450	(1,250,000)	23,555,650	0.1244	3,869
2031	19,711,520,662	2.00%	5,145,000	4,757,200	9,902,200	0.0513	3,795,000	11,579,200	15,374,200	(1,250,000)	24,026,400	0.1244	4,309
2032	19,908,635,869	1.00%	5,385,000	4,526,200	9,911,200	0.0508	4,220,000	11,389,450	15,609,450	(1,250,000)	24,270,650	0.1244	366
2033	19,908,635,869	0.00%	5,585,000	4,324,800	9,909,800	0.0508	4,430,000	11,178,450	15,608,450	(1,250,000)	24,268,250	0.1244	2,766
2034	19,908,635,869	0.00%	5,800,000	4,110,050	9,910,050	0.0508	4,650,000	10,956,950	15,606,950	(1,250,000)	24,267,000	0.1244	4,016
2035	19,908,635,869	0.00%	6,020,000	3,886,950	9,906,950	0.0508	4,885,000	10,724,450	15,609,450	(1,250,000)	24,266,400	0.1244	4,616
2036	19,908,635,869	0.00%	6,250,000	3,655,300	9,905,300	0.0508	5,135,000	10,480,200	15,615,200	(1,250,000)	24,270,500	0.1244	516
2037	19,908,635,869	0.00%	6,490,000	3,414,750	9,904,750	0.0508	5,390,000	10,223,450	15,613,450	(1,250,000)	24,268,200	0.1244	2,816
2038	19,908,635,869	0.00%	5,745,000	3,164,850	8,909,850	0.0457	6,395,000	9,953,950	16,348,950	(1,250,000)	24,008,800	0.1231	262,216
2039	19,908,635,869	0.00%	5,970,000	2,938,850	8,908,850	0.0457	6,710,000	9,634,200	16,344,200	(1,250,000)	24,003,050	0.1230	267,966
2040	19,908,635,869	0.00%	6,205,000	2,700,050	8,905,050	0.0456	7,050,000	9,298,700	16,348,700	(1,250,000)	24,003,750	0.1230	267,266
2041	19,908,635,869	0.00%	6,450,000	2,451,850	8,901,850	0.0456	7,400,000	8,946,200	16,346,200	(1,250,000)	23,998,050	0.1230	272,966
2042	19,908,635,869	0.00%	6,710,000	2,193,850	8,903,850	0.0456	7,770,000	8,576,200	16,346,200	(1,250,000)	24,000,050	0.1230	270,966
2043	19,908,635,869	0.00%	6,980,000	1,925,450	8,905,450	0.0456	8,160,000	8,187,700	16,347,700	(1,250,000)	24,003,150	0.1230	267,866
2044	19,908,635,869	0.00%	7,260,000	1,646,250	8,906,250	0.0456	8,565,000	7,779,700	16,344,700	(1,250,000)	24,000,950	0.1230	270,066
2045	19,908,635,869	0.00%	7,550,000	1,355,850	8,905,850	0.0456	8,995,000	7,351,450	16,346,450	(1,250,000)	24,002,300	0.1230	268,716
2046	19,908,635,869	0.00%	6,680,000	1,044,275	7,724,275	0.0396	9,445,000	6,901,700	16,346,700	(1,250,000)	22,820,975	0.1170	1,450,041
2047	19,908,635,869	0.00%	6,365,000	778,700	7,143,700	0.0366	9,915,000	6,429,450	16,344,450	(1,250,000)	22,238,150	0.1140	2,032,866
2048	19,908,635,869	0.00%	6,700,000	531,475	7,231,475	0.0371	10,410,000	5,933,700	16,343,700	(1,250,000)	22,325,175	0.1144	1,945,841
2049	19,908,635,869	0.00%	6,990,000	271,350	7,261,350	0.0372	10,935,000	5,413,200	16,348,200	(1,250,000)	22,359,550	0.1146	1,911,466
2050	19,908,635,869	0.00%					11,480,000	4,866,450	16,346,450	(1,250,000)	15,096,450	0.0774	9,174,566
2051	19,908,635,869	0.00%					12,055,000	4,292,450	16,347,450	(1,250,000)	15,097,450	0.0774	9,173,566
2052	19,908,635,869	0.00%					12,655,000	3,689,700	16,344,700	(1,250,000)	15,094,700	0.0774	9,176,316
2053	19,908,635,869	0.00%					13,320,000	3,025,313	16,345,313	(1,250,000)	15,095,313	0.0774	9,175,704
2054	19,908,635,869	0.00%					14,020,000	2,326,013	16,346,013	(1,250,000)	15,096,013	0.0774	9,175,004
2055	19,908,635,869	0.00%					14,755,000	1,589,963	16,344,963	(1,250,000)	15,094,963	0.0774	9,176,054
2056	19,908,635,869	0.00%					15,530,000	815,325	16,345,325	(1,250,000)	15,095,325	0.0774	9,175,691
Total			\$ 138,635,000	\$ 70,955,600	\$ 209,590,600		\$ 238,430,000	\$ 237,181,613	\$ 475,611,613		\$ 647,702,213		

The tax rate impact analysis assumes \$250 Million of fixed rate bonds sold in late 2026. **Assuming the \$0.1244 I&S tax rate target remains unchanged, if yields rise by more than 70 basis points, this will create significant I&S tax rate pressure. Any resulting tax rate increase would likely draw considerable attention from local taxpayers.**

⁽¹⁾ FY2027 TAV Source: Galveston CAD preliminary TAV report as of April 24, 2026. Includes 85% of the Under ARB Review Total. Assumes 98.00% tax collection rate.

⁽²⁾ The Series 2026 Bonds are based on current market rates as of July 20, 2026. The I&S tax rate target would remain at \$0.1244 until FY2038.

⁽³⁾ Frozen Levy Revenue is based on Galveston CAD report as of July 22, 2025 which has an estimated reported frozen levy revenue of \$3,131,305 for FY2027. RBCCM used the reported frozen levy figure and estimated that 47% is attributable to I&S collections and rounded down to \$1,250,000.

Board of Trustees Next Steps

Summary of the Parameter Bond Order

Adopt Parameter Bond Order. A Parameter Bond Order authorizes the President, Vice President of Fiscal Affairs, and the Chair of the Board (the “Pricing Officers”) to execute the bond transaction as outlined in the Order, provided that the defined parameters as established by the Board of Trustees have been achieved at the time of the award.

A parameter bond order typically includes: (1) maximum par amount, (2) maximum interest rate, and (3) maximum amortization.

College of the Mainland has used a parameter bond order in the past, most recently for the Series 2021 Limited Tax GO Refunding Bonds.

The primary advantages of a parameter order is that it enables the COM staff to proceed with planning for the bond transaction (such as drafting the offering document, secure ratings, and select the underwriting syndicate), while enabling the staff to monitor the market, giving flexibility to quickly take advantage of favorable market conditions to reduce debt service cost and minimize borrowing costs to taxpayers.

Purpose. *To provide Board of Trustees approval of an Order Authorizing the Issuance, Sale and Delivery of College of the Mainland Limited Tax General Obligation and Refunding Bonds, Series 2026 (the “Bond Order”) in an aggregate principal amount not to exceed \$250,000,000 to finance construction projects approved by voters in the 2023 bond election and refund all of the College’s outstanding revolving notes. The Bond Order authorizes a Pricing Officer to approve the final terms of the College of the Mainland Limited Tax General Obligation and Refunding Bonds, Series 2026 (the “Series 2026 Bonds”) and levies a tax for payment of the Series 2026 Bonds.*

2026 Parameter Bond Order	
Maximum Par Amount	\$250,000,000
Maximum Interest Rate	Cannot exceed the maximum rate allowed by Chapter 1204 of the Texas Government Code (15%)
Minimum Price for the Bonds	\$90.000
Estimated Final Maturity	August 15, 2056

June 2026 FOMC Meeting

Appendix



Capital
Markets

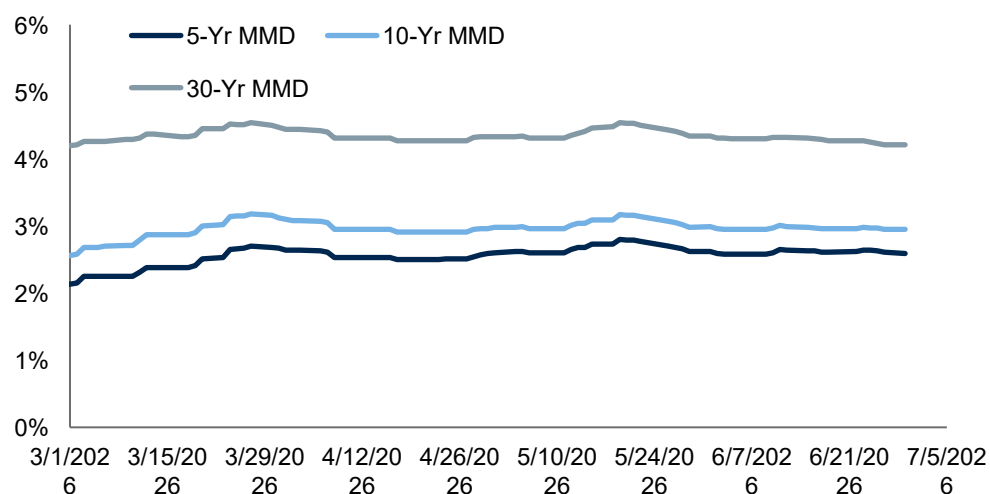
June 2026 Meeting Summary

- **Inflation Easing Gradually:** Personal Consumption Expenditures ("PCE") inflation at 3.8 percent is expected to decline toward 2 percent by 2028, driven by tariffs fading and energy price moderation. This should ease consumer and business cost pressures over time.
- **Rates Holding Steady for Now:** The Fed kept rates at 3.5–3.75 percent with no immediate changes. Borrowers should consider locking in current rates before potential future increases.
- **Tight Labor Market Persists:** Unemployment at 4.3 percent with 3.4 percent wage growth signals continued competition for talent and upward pressure on salaries across industries.
- **Solid Growth Expected:** The Fed projects steady Gross Domestic Product ("GDP") growth through 2028, supported by strong business investment and consumer spending, though geopolitical risks and energy prices remain key monitoring points.

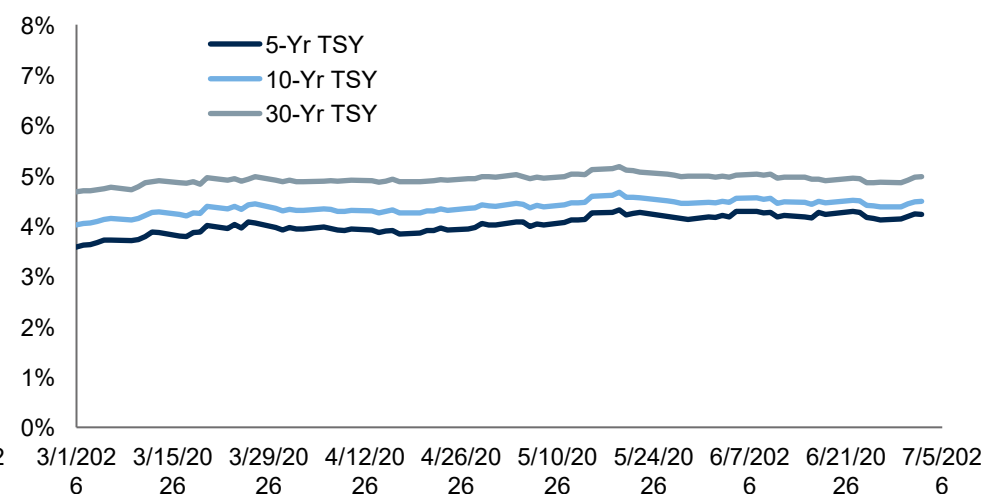
Market Reaction

- **Fed Committee Split on Rate Hikes:** The June hold was unanimous, but the minutes revealed disagreement—9 of 18 policymakers project at least one rate hike by year-end, while the other half favor holds or cuts. The Fed remains focused on fighting inflation amid growth concerns.
- **Rate Hikes Likely in Fall:** Markets price ~75% odds the Fed holds rates steady in late July, but sentiment turns hawkish for autumn—roughly 50% odds of a hike by September and 75% by December as inflation expectations stay elevated.
- **Non-Standard Inflation Risks:** Markets are pricing in three key upside risks to the Fed's 2 percent target: strong Artificial Intelligence ("AI") investment, lingering tariffs, and Middle East oil spikes. These factors keep rate-hike expectations alive despite solid economic growth.
- **Bond Market Repricing:** Treasury yields rose sharply (up 16 basis points at the front-end), reflecting hawkish expectations, while the Fed's dot plot showed a clear hiking bias among officials for the remainder of 2026.

March 2026 to July 2026, 5, 10, and 30-Year MMD Yields



March 2026 to July 2026, 5, 10, and 30-Year UST Yields



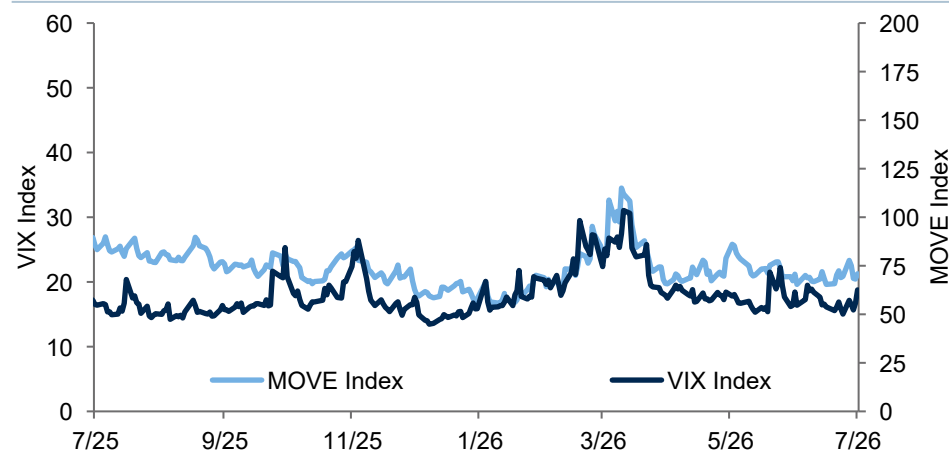
Economic Overview Reflects Monetary Policy, Tariff Implications & Geopolitical Tensions

The Federal Reserve concluded its third meeting of the year by holding the federal funds rate steady in the 3.50%-3.75% range

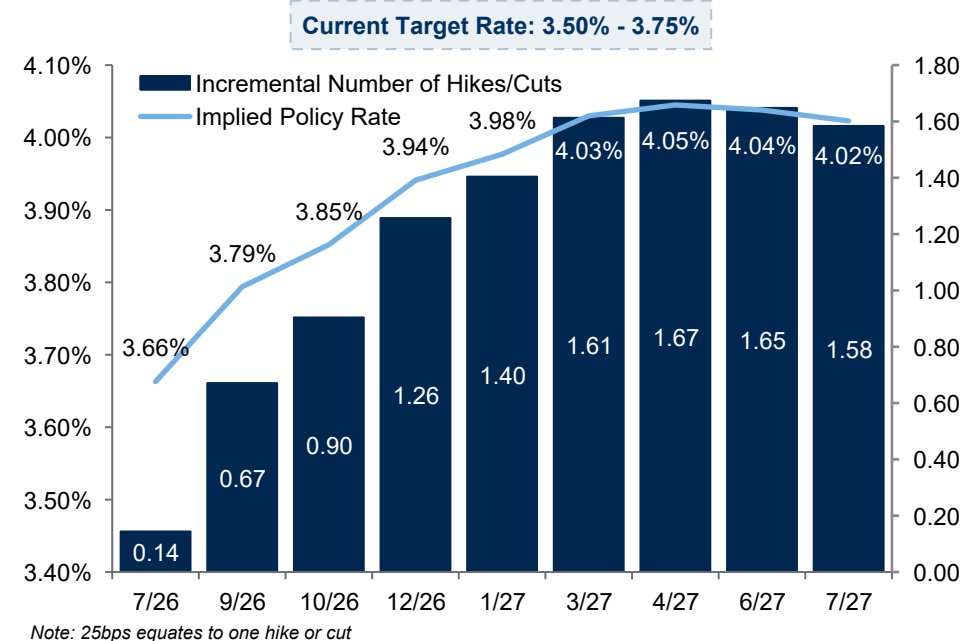
Federal Reserve Commentary

- **FOMC Meeting Minute Notes.** The most recent meeting of the Federal Open Market Committee was held on June 16-17, 2026. The minutes were released on **Wednesday, July 8, 2026 at 2 p.m. ET.**
- Additional Information from Minute Notes (July 8th)
 - ✓ How divided the policymakers were
 - ✓ What inflation and labor market risks concerned them the most
 - ✓ What conditions could lead to a July rate change
 - ✓ Any discussion of the Fed's balance sheet strategy.
- **Key Takeaways from June 17th Meeting.** The Fed held the Federal Funds target range at 3.50%-3.75% by a **unanimous vote**.
- Inflation remains above 2%.
- Market expect at least one (1) rate increase later in 2026
- New Fed Chair Kevin Warsh said there was **no discussion of a rate cut** at the June 17th meeting – only the proposal to leave rates unchanged.
- Warsh has moved away from providing detailed interest rate forecast and rigid forward guidance.

Treasury and Equity Volatility are Elevated



Futures Market – Fed Funds Rate Hike/Cut Probability



Economic Indicators

Indicator	Actual	Forecast	Prior
Inflation			
CPI YoY (June)	3.50%	3.80%	4.20%
PCE YoY (May)	4.10%	4.10%	3.80%
PPI YoY (June)	5.50%	6.20%	6.00%
Labor			
Unemployment Rate (June)	4.20%	4.30%	4.30%
Nonfarm Payrolls (June)	57K	114K	129K
Initial Jobless Claims (wkly.)	208K	216K	216K
Production			
GDP QoQ (Q1)	2.10%	1.60%	0.50%

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MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: July 27, 2026

Subject: Amendment to Contract 23-34 as proposed by Vaughn Construction

AGENDA ITEM DESCRIPTION

Approval to award amendment to contract 23-34: Construction Manager at Risk Services for the new Library & Learning Center

PURPOSE

Provide Construction Manager at Risk Services for the construction of the COMmons scope of the Library & Learning Center under the COM 2023 Bond.

BACKGROUND

The College of the Mainland (COM) approved the Guaranteed Maximum Price (GMP) for the Library & Learning Center at the April 28, 2025 Board Meeting. This GMP Amendment adds the scope of the COMmons package to the project, which includes the interior campus regrading and drainage, new covered walkways and site lighting, the Memorial Garden, signage and wayfinding, Stallworth pavilion and other gathering/event spaces and the demolition of the firing range, campus operations and LRC buildings. This Exhibit A amends that GMP, increasing it by \$ 14,163,439, from \$ 101,854,219, to \$116,017,658.

FUNDING SOURCE

2023 Bond Funds

PROPOSED MOTION

"I move the Board of Trustees approve the amendment to contract 23-34 to Vaughn Construction for the COMmons scope of the new Library & Learning Center, for a not-to-exceed amount of \$14,163,439."

ATTACHMENT(S)

1. LAN Cover Letter
2. GMP Amendment Proposal Summary from Vaughn Construction, dated July 7, 2026



To: Dr. Helen Brewer, President, College of the Mainland (COM)

From: Lockwood, Andrews & Newnam (LAN)

Date: July 27, 2026

Re: GMP Amendment Approval for the Library & Learning Center (LLC) project,
COMmons scope

Background: At the April 28, 2025 Board Meeting, the Board of Trustees approved the Guaranteed Maximum Price (GMP) for the Library & Learning Center. The additional scope of the COMmons project was added to the Vaughn contract at the January 27, 2025 board meeting. This GMP Amendment represents the additional cost of that scope.

Recommendation: LAN recommends Board approval of the GMP for the Library & Learning Center, COMmons scope, as presented.

A handwritten signature in blue ink, reading "P. Drnevich", with a stylized flourish at the end.

Paula J. Drnevich, AIA, LEED AP, REFP
Program Manager, LAN
pjdrnevich@lan-inc.com
mobile: (281) 384.8233



Phase: Guaranteed Maximum Price Amendment

Date: July 7, 2026

PROJECT DESCRIPTION

The College of the Mainland COMmons Campus Upgrades project is a 600,000 SF campus upgrade. This project includes new covered walkways, signage, lighting, and expanded campus Wi-Fi and security coverage, as well as upgraded campus entries, a Reflection Garden, and the new Stallworth Pavilion for activities and events.

GUARANTEED MAXIMUM PRICE AMENDMENT

Vaughn Construction anticipates the issuance of an Owner Change Order to amend the current GMP contract for this project, to incorporate this new work.

Below is a breakdown of the Guaranteed Maximum Price Amendment:

Cost of the Work	\$13,572,122
Construction Contingency (CM)	\$0
General Conditions	\$342,704
Construction Phase Fee	\$248,613
Owner’s Contingency	\$0
Guaranteed Maximum Price	\$14,163,439

SCHEDULE

A full copy of the project schedule is available for review under Tab 4 of this package. Major milestones are summarized below:

- Notice to Proceed to Construction Manager: July 31, 2026
- Substantial Completion: April 30, 2028
- Final Completion: May 31, 2028

ESTIMATE SUMMARY

Phase: Guaranteed Maximum Price Amendment

Date: July 7, 2026

Estimate Summary				Total
	Cost of Work			\$6,778,896
	Cost of Work - Self-Perform Work	Refer to Estimate Detail		\$5,922,488
	Base Cost of Work (COW)			\$12,701,384
	Permit			\$28,987
	P&P Bonds	% of TCC	1.00%	\$141,634
	Insurances (In compliance with GMP Exhibit B.)	% of TCC	2.825%	\$400,117
	Builders Risk (In compliance with GMP Exhibit B.)			\$300,000
	Total Cost of Work (TCOW)			\$13,572,122
	CM Contingency	% of COW	0.00%	\$0
	General Conditions	% of TCOW (less COW Self-Perform)	4.48%	\$342,704
	Construction Phase Fee	% of TCOW (less COW Self-Perform)	3.25%	\$248,613
	Total Construction Cost (TCC)			\$14,163,439
	Owner's Contingency			\$0
	Grand Total			\$14,163,439

Alternates		Total
	Walkway Cover (South STEAM entrance to curved walkway cover)	Rejected by Owner
	Parking Lot D-East	Rejected by Owner



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: July 27, 2026

Subject: Increase Contract 22-10 by an additional amount of \$7,688.56

AGENDA ITEM DESCRIPTION

Approval of an increase to Contract 22-10 awarded to D2L for the required transition from Creator+ Legacy to Creator+ with H5P in the amount of \$7,688.56, for a revised total contract amount not-to-exceed \$471,204.00.

PURPOSE

Transition D2L Brightspace software package to Creator+ with H5P to allow COM to maintain Creator+ functionality while adding H5P-based interactive learning activities directly within Brightspace.

BACKGROUND

In December 2021, the Board of Trustees approved award of the subject contract to D2L as the College's learning management system. The College currently uses the Creator+ Legacy module of the D2L Brightspace software package to support faculty development of accessible and instructionally sound course content through ready-made templates, interactive elements, screen captures, and practice exercises. The current contract value is \$463,515.44 and includes the Creator+ Legacy package and Technical Learning Manager Plus service. D2L is phasing out Creator+ Legacy and replacing it with Creator+ with H5P. Therefore, it is recommended the College transition to Creator+ with H5P for the remainder of the current contract period for an additional \$7,688.56. This increase changes the contract amount to a revised not-to-exceed amount of \$471,204.00. D2L Brightspace is an approved and awarded vendor under the E&I Cooperative; therefore, competitive bid requirements as stated in Texas Education Code 44.031 and Government Code 791 have been met.

FUNDING SOURCE

FY Operating Budget
Fund Balance Project #2024-27

PROPOSED MOTION

I move the Board of Trustees approve an increase to Contract 22-10 awarded to D2L Brightspace in the amount of \$7,688.56 for a revised total contract amount not-to-exceed \$471,204.00.

ATTACHMENT(S)

D2L Proposal
E&I Contract



Order Form

ORDER #

Q-85378

D2L Ltd.**ORDER DATE**

July 1, 2026

100 West Road, Suite 300

Towson, Maryland 21204

CLIENT

College of the Mainland ("Client")
1200 Amburn Road
Texas City, Texas 77591
US

ORDER START DATE

July 31, 2026

ORDER END DATE

August 31, 2027

CURRENCY

U.S. Dollar

Pricing Summary

ITEM	YEAR 1	YEAR 2
Pricing Period	July 31, 2026 - August 31, 2026	September 1, 2026 - August 31, 2027
Fees Due	July 31, 2026	September 1, 2026
Software	\$668.69	\$7,768.87
Discounts	\$80.41	\$-1,934.23
Support	\$100.30	\$1,165.34
Total	\$688.58	\$6,999.98

Pricing quoted is in U.S. Dollar and does not include applicable taxes. Unless stated otherwise, pricing under this Order is valid for 30 days from the Order Date ("Offer Expiration Date"). If Client exceeds its entitled use under this Order, overage fees shall apply.



Pricing Details

Creator+ with H5P Upgrade

Year 1 (July 31, 2026 to August 31, 2026)

DESCRIPTIONS	CATEGORY	QUANTITY	FEES
Creator+ (with H5P) (includes 7.5 AI Generations per licensed user)	Software	2,965	\$ 1,373.06
Creator+ (includes 7.5 AI Generations per licensed user)	Software	2,965	\$- 704.37
Plus Administrator Support	Support	1	\$ 100.30
Annual Discount	Discounts	1	\$- 80.41
Year 1 Total:			\$ 688.58

Year 2 (September 1, 2026 to August 31, 2027)

DESCRIPTIONS	CATEGORY	QUANTITY	FEES
Creator+ (with H5P) (includes 7.5 AI Generations per licensed user)	Software	2,965	\$ 15,952.28
Creator+ (includes 7.5 AI Generations per licensed user)	Software	2,965	\$- 8,183.41
Plus Administrator Support	Support	1	\$ 1,165.34
Annual Discount	Discounts	1	\$- 1,934.23
Year 2 Total:			\$ 6,999.98
Creator+ with H5P Upgrade Total:			\$ 7,688.56

AI Generations

AI Generation means any single request made to D2L Generative AI Services by a user, inclusive of any Input and Output in such single request.

Additional Service Terms: Certain D2L Services provided under the Agreement may be subject to additional or modified terms ("Service-Specific Terms"). A current list of such Services and the applicable Service-Specific Terms is available at <https://www.d2l.com/legal/additional-service-terms/>, or as otherwise communicated by D2L in writing. These Service-Specific Terms are hereby incorporated by reference and form part of the Agreement. In the event of a conflict between the Service-Specific Terms and any other terms of this Order Form or the Agreement, the Service-Specific Terms will govern solely with respect to the applicable Service.

FTE Definition

FTE means a User Model for a blended institution that accounts for Client's number of student full-time equivalents over the course of a year as reported by Client and verifiable through a published and reputable source (e.g. IPEDS). A blended institution is an institution that uses traditional face to face learning as the primary learning delivery model for their students and supplements with online educational technologies. For clarity, those persons who log into the Cloud Services for the sole purpose of providing or administering instruction will not be considered an FTE, unless and until such persons log into the Cloud Services as students (e.g., to take courses for professional or personal development).

Is your organization exempt from sales tax? If yes, kindly attach a copy of your sales tax exemption certificate to this Order Form.

☐ Yes, sales tax exemption certificate is attached.
☐ No

Does your organization require a Purchase Order to process payment of this contract? If yes, kindly attach a Purchase Order that references the Order # from page 1 of this document.

☐ Yes, Purchase Order is attached.
☐ No

SPECIAL TERMS AND CONDITIONS

1. This Order hereby replaces Creator+ on Order #Q-65167 as of July 31, 2026 ("Swapped Software") with the Software, and Support under this Order. For clarity, fees for the Swapped Software shall remain billable as set out on Order #Q-65167, in addition to the incremental fees due on this Order. Client agrees that D2L Ltd. has no obligation to deliver or further implement the Swapped Software contracted on Order #Q-65167.
 2. Client is a member of E&I Cooperative Services.
-

To facilitate efficient communication, please provide the contact details for at least three individuals involved in billing and payments, ideally including one distribution list.

Primary Billing Contact

Accounts Payable Contact (distribution list preferred)

Name:

Name:

Title:

Title:

Email:

Email:

Phone:

Phone:

This Order Form between D2L and Client is governed by the terms of the existing executed agreement between the Parties ("Agreement"), and may be accepted as a binding agreement under the Agreement provided that (a) it is signed and returned, or (b) a valid Purchase Order ("PO") referencing D2L's Order # above is provided. Unless otherwise indicated on this Order Form, all other terms of the Agreement remain in full force and effect. No modifications to this Order Form or supplemental terms provided on a PO or similar document will have any binding effect.

This Order Form is valid up to and inclusive of the Offer Expiration Date. D2L reserves the right to accept or reject any signed Order Form after the Expiration Date.



To accept this Order Form, sign here:

Print Name: _____

Date: _____



Jill M. Schunk, C.P.M.
Interim, Sr. Vice President
Sourcing

May 16, 2023

Mr. Krystian Grodecki
Director, Higher Education
D2L Ltd.
210 West Pennsylvania Avenue, Suite 400A
Towson, MA 21204

Re: Award Letter

CONTRACT#: EI00302~2023MA
CONTRACT NAME: Learning Management System
EFFECTIVE DATES: June 1, 2023 – May 31, 2028

Dear Mr. Grodecki,

Congratulations! I am pleased to advise you that D2L Ltd. ("D2L") has been awarded a five (5) year agreement with five (5) one (1) year renewals for the above referenced contract with Educational and Institutional Cooperative Services, Inc. (E&I).

We look forward to working with you to release this new agreement to our members as soon as possible. We will be in touch with you shortly to schedule and/or follow up on the launch planning meeting with the appropriate representatives from your organization and the E&I Business Partnerships Manager, Rick Carollo.

We are delighted to once again welcome D2L as an E&I business partner. Your interest and cooperation in our Competitive Solicitation Program is appreciated. Should you have any questions or concerns, please do not hesitate to contact Cathy Goglia, Sourcing Manager at cgoglia@eandi.org or 631-630-8318.

Sincerely,

Jill M. Schunk, C.P.M.
Interim, Sr. Vice President, Sourcing

cc: Michael Mast
Rick Carollo



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: July 27, 2026

Subject: Increase to Contract 23-17: Program Management Services

AGENDA ITEM DESCRIPTION

Approval of an increase to Contract 23-17 awarded to Lockwood, Andrews & Newnam, Inc. for additional program management services in the amount of \$668,488.00

PURPOSE

Provide continued professional program management expertise and serve as the primary liaison to COM in the overall management of the construction of the new Campus Services Building, Existing Public Service Careers, and Commons (LLC) upgrades.

BACKGROUND

In May 22, 2023, the Board of Trustees approved award of the subject contract to Lockwood, Andrews & Newnam. as the best qualified firm to manage the construction projects identified in the 2023 Bond for an amount not-to-exceed \$9,570,000.00 as stated in Work Authorization 1 of the Master Contract. Since the award of the initial contract, additional construction alternatives have been found to be in the best interest of the overall campus design to better serve instruction and facility needs and maximize campus services through the construction of a new College Services Building, renovation and addition to the existing Public Services Building and Commons design to further enhance the infrastructure and design of the campus grounds. These enhancement recommendations are a continuation of the 2023 Bond identified in Work Authorization 2. LAN has been instrumental in the success of the 2023 Bond projects and continues to support COM in this capacity. Changes in Work Authorization 1 and adding projects in Work Authorization 2 has added value to the overall campus infrastructure. These changes and additional projects are an increase to the original program management scope of work which will require an extension of their services until all projects reach substantial completion. Therefore, it is recommended to increase the LAN contract for an additional \$668,488.00 for the additional construction projects identified in Work Authorization 2. This increase will revise the current contract amount from \$9,570,000.00 to \$10,238,488.00.

FUNDING SOURCE

2023 Bond

PROPOSED MOTION

I move the Board of Trustees approve an increase to Contract 23-17 in the amount of \$668,488.00 for a revised total contract amount not-to-exceed \$10,238,488.00

ATTACHMENT(S)

Work Authorization 1 – Amendment 1
Work Authorization 2

AMENDMENT NO. 1 TO MASTER AGREEMENT

COM_PW_LAN_MasterAgreement

This Amendment No. 1 (“Amendment”) is made effective as of the 16th day of June, 2026, by and between **College of the Mainland** (“OWNER”) and **Lockwood, Andrews & Newnam, Inc.** (“PROGRAM MANAGER”).

RECITALS

WHEREAS, OWNER and PROGRAM MANAGER entered into that certain Master Agreement dated June 20, 2023 (the “Master Agreement”) for Program Management Services; and

WHEREAS, the parties previously executed Work Authorization No. 01 dated June 7, 2023 (the “Original Work Authorization”); and

WHEREAS, the parties acknowledge that this Amendment to Work Authorization No. 1 reflects decisions made by the OWNER to modify/add/cancel projects over the course of the program to date; and

WHEREAS, the parties recognize that this Amendment to Work Authorization No. 1 is necessary to reflect the actual Projects as amended and Program Management Services required as agreed to between the parties under this Work Authorization; and

WHEREAS, the parties desire to amend the Master Agreement to replace the description of work in the Original Work Authorization No. 1 with the revised description as set forth below;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Replacement of Work Description

Effective immediately, the description of work in the Original Work Authorization No. 1 is deleted in its entirety and replaced with the following:

Work Description

1. NEW CONSTRUCTION

- (a) **LIBRARY & LEARNING CENTER (LLC)** – Consolidation of the previously authorized 3 Story Classroom Building, Four Story Library (Technical Vocational replacement), and portions of Infrastructure Upgrades.
 - i) Total Project Cost: \$134,289,442
 - ii) Notice to Proceed with design: July 2023
 - iii) Substantial Completion Date: June 2027
 - iv) Includes:
 - (1) Parking Lot D;
 - (2) Central Plant Upgrades;

(3) Monticello landscaping.

v) Other Project Information:

(1) Approximately 157,325 sf

(2) Required demolition of Technical Vocation Building. Design of demolition package is complete. Management of building demolition by OWNER.

(3) Project must be complete and ready for move-in to accommodate moving staff from LRC into new building so LRC may be demolished.

(b) CORPORATE TRAINING CENTER (CTC)

i) Total Project Cost: \$14,357,226

ii) Notice to Proceed with Design: September 2023

iii) Substantial Completion Date: January 2026

iv) Other Project Information: Approximately 20,000 sf.

(c) PUBLIC SERVICES CAREERS (PSC)

i) Total Project Cost: \$35,893,064

ii) Notice to Proceed with Design: July 2023

iii) Substantial Completion Date: January 2026

iv) Other Project Information: Approximately 50,000 sf

2. RENOVATIONS

(a) COMBINED PROJECT FOR WELDING BUILDING ADDITION/RENOVATION and INDUSTRIAL EDUCATION BUILDING RENOVATION

i) Total Project Cost = \$15,022,522

ii) Notice to proceed with design = July 2023

iii) Substantial Completion Date = December 2025

(b) INFRASTRUCTURE UPGRADES AND CAMPUS IMPROVEMENTS

i) Total Project Cost: \$29,826,273

ii) Notice to Proceed with Design: July 2023

iii) Substantial Completion Date: September 2025

iv) Other Project Information:

- (1) Project schedule details subject to change based on availability of work area, phasing requirements, swing spaces, and similar items.
 - (2) Priority projects include parking lot paving, security lighting, sidewalks, exterior walkways, shade structures, tracks.
- v) Parking Lots – Est. Budget \$11MM - OWNER currently has six primary parking lots, labeled A-F. Parking lots A, B & C are older lots in which COM experiences problems with flooding, signage & traffic flow, lighting, and safe pedestrian ingress/egress routes.

Note: OWNER had two conceptual layouts which required working with engineer to review and discuss options and provide feedback and direction for construction of parking lots A, B, C.

- vi) Exterior Walkways, Patios, Shade Structures and Tracks – Est. Budget \$ 7 MM – A network of concrete walkways connect current OWNER buildings. Many of these surfaces are in very poor condition, presenting trip and fall hazards, and barriers to wheelchairs and carts; in addition, proper drainage and flooding exist in several sections. This budget item is to redesign and replace walkable surfaces that not only provide adequate drainage and safe walking conditions but also are re-routed to provide connections to the siting of new facilities. A portion of the walkways also have covered shade structures, so consideration is given to include those in the new design. In addition to the concrete walkways, the campus contains a long gravel walking track that loops along the East side of the campus and continues to the North side, along and around the campus lake.
- vii) Contingent on Funding: Improvements to surface conditions of the cinder track (1/4 mile) and concrete walkways on the SE corner of Monticello and Amburn.
- viii) Deferred Maintenance (Buildings) – Est. Budget \$5 MM – There are existing facilities that are not subject to demolition or renovation in the master facilities plan. These include the Gym, Conference Center, Student Center, original section of the Fine Arts Building, and Central Utilities Plant. Requires scoping, and cost estimation, and budget which is a ROM based findings from a 2016 Facilities Assessment report conducted by PBK. The projects are anticipated to include mechanical, electrical, building envelope and security. It is also presumed that a comprehensive, updated facilities assessment may be required to effectively prioritize projects and resources. The nature of this category is likely to include a considerable number of small to medium sized projects.

(1) Miscellaneous Roof and Elevator Repairs:

- a. Total Project Cost = \$1,495,225
- b. Notice to Proceed with Design = June 2024
- c. Substantial Completion date = August 2025

(2) Fine Arts Renovations:

- a. Total Project Cost = \$1,448,287
- b. Notice to Proceed with Design = October 2024
- c. Substantial Completion date = February 2026

PROGRAM MANAGEMENT Services shall be performed in accordance with the above-described work and the terms, conditions, and compensation provisions set forth in the Master Agreement and Work Authorization.

1. **Master Agreement Unchanged**

Except as expressly modified by this Amendment, all other terms of the Master Agreement remain in full force and effect. In the event of conflict between this Amendment and the Master Agreement, this Amendment shall govern.

2. **Execution**

This Amendment may be executed in counterparts, each deemed an original, and facsimile or electronic signatures shall be valid and binding.

SIGNATURES

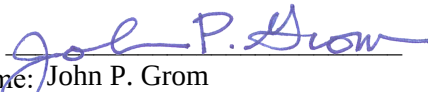
OWNER:

College of the Mainland
1200 Amburn Road
Texas City, TX 77591

By: _____
Name: _____
Title: _____
Date: _____

PROGRAM MANAGER:

Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Dr., Suite 400
Houston, Texas 77042

By: 
Name: John P. Grom
Title: Vice President
Date: June 16, 2026

**WORK AUTHORIZATION BASED UPON
MASTER AGREEMENT
BETWEEN
OWNER AND PROGRAM MANAGER**

Authorization No. 02

Prepared 2026-06-16

THIS IS A WORK AUTHORIZATION, effective on the date of the final execution by the parties,

By and between

College of the Mainland (“OWNER”)

and

Lockwood, Andrews & Newnam, Inc. (“PROGRAM MANAGER”) and is governed by all provisions of the OWNER-PROGRAM MANAGER MASTER AGREEMENT dated **June 20, 2023**.

OWNER intends to utilize the services of the PROGRAM MANAGER to complete the projects generally described below:

Work Description

1) NEW CONSTRUCTION

a) CAMPUS SERVICES BUILDING

- i) Total Project Cost = \$12,624,564
- ii) Notice to proceed with design = January 2025
- iii) Substantial Completion Date = March 2027
- iv) Other Project Information

(1) Approximately 22,000 sf

2) RENOVATIONS

a) EXISTING PSC ADDITION AND RENOVATION FOR SPECIALIZED CLASSROOM FACILITY

- i) Total Project Cost = \$18,000,000
- ii) Notice to proceed with design = February 2026
- iii) Substantial Completion Date = November 2027
- iv) Other Project Information

(1) The Project encompasses the renovation of an existing facility consisting of approximately 11,500 square feet and the construction of an addition thereto, such that the completed facility will comprise a total area of approximately 30,000 gross square feet (“GSF”).

b) COMmons (LLC) Upgrades

- i) Total Project Cost = \$14,180,711
- ii) Notice to proceed with design = January 2025
- iii) Substantial Completion Date = June 2028
- iv) Other Project Information

(1) This Project is the result of the combination of portions of the following projects, outlined in Work Authorization 01:

(a) Infrastructure Upgrades and Campus Improvements projects

- (i) Exterior Walkways, Patios, Shade Structures and Tracks
- (ii) Campus Exterior Lighting
- (iii) Signage and Wayfinding

(b) Demolition

- (i) Library Resource Center

(ii) College Services Building

(iii) Firing Range Building

OWNER AND PROGRAM MANAGER in consideration of their mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, herein agree in respect of the performance or furnishing of PROGRAM MANAGEMENT services by PROGRAM MANAGER with respect to the PROJECT and the payment for those services by OWNER as set forth below and in the Master Agreement between the parties.

1 DESCRIPTION OF PROGRAM MANAGEMENT SERVICES

1.1 Planning and Initiation Phase

1.1.1 Prepare Technical Design Standards

1.1.1.1 Utilize Alamo Colleges Technical Design Standards as an initial document, modify Standards to adapt to OWNER design standards and operating preferences. Information provided by the OWNER and/or its designated representatives may be used by PROGRAM MANAGER in the provision of services described herein without independent verification. Such information will be assumed accurate in the fulfillment of these services.

1.1.1.1.1 Applicable CSI sections include 2-14, 22, 23, and 26

1.1.1.1.2 Indicate reference standards that must be followed

1.1.1.1.3 Indicate general requirements, products and installation

1.1.1.1.4 Indicate special product warranties

1.1.1.1.5 Indicate special manufacturers or products

1.1.1.1.6 Indicate special finishes

1.1.1.2 Prepare Microsoft Word and .PDF style content

1.1.1.3 Complete edits prior to schematic design phase services commencing for the first architect hired for the 2023 bond

1.1.2 Provide draft and preliminary Program of Requirements (POR) for facility projects, working with Administration, Faculty/Staff and Committees.

1.1.3 Prepare a Microsoft project-based Program schedule showing priorities, sequences, durations, and responsible parties for major design, pricing, construction and OWNER activities.

1.1.4 Work with the OWNER to prepare Project budgets. Establish cost categories for cost tracking on a per-Project basis.

1.1.5 Assist in project/program cash flow projections; prepare exhibits and presentation materials for OWNER consumption.

1.1.6 Work with OWNER to establish accounting and reporting methods.

1.1.7 Assist OWNER with project assignments from OWNER's pool of pre-qualified A/E's. Negotiate

- contracts as directed by the OWNER and prepare all correspondence, reports and contracts for OWNER approval.
- 1.1.8 Establish document controls system and manage use of the system by project teammates. Customize the Program Management Information System.
- 1.2 Pre-construction Phase
- 1.2.1 Provide evaluation of program and budget requirements and prepare final POR in conjunction with selected A/E.
- 1.2.2 Oversee progress activities of the A/E.
- 1.2.3 Provide Quality Control checking of A/E submission documents. Prepare written review and maintain follow-up log for quality assurance. Multi-discipline technical review. Provide review comments to A/E and coordinate receipt of responses, verifying correction of noted deficiencies.
- 1.2.4 Arrange meetings and design sessions to facilitate design inputs by all end users including administration, staff, teachers, directors, support services and students as well as committees and the community (as desired).
- 1.2.5 Review estimates, budgets and timelines prepared by the A/E and produce a report identifying variances from the Program Budget along with recommendations for resolving such variances.
- 1.2.6 Advise on use of materials, site use, building systems, construction feasibility, time requirements, value engineering and cost control.
- 1.2.7 Develop, in consultation with OWNER, requirements for furniture for each facility. Manage furniture procurement.
- 1.2.7.1 Develop list of vendors from cooperative purchasing program vendors
- 1.2.7.2 Coordinate vendor interviews and presentations with OWNER for vendor selection by OWNER
- 1.2.7.3 Process contract form
- 1.2.7.4 Coordinate vendor work sessions with user groups to select furniture
- 1.2.7.5 Coordinate development of final selections document for final approval by OWNER
- 1.2.7.6 Coordinate purchase order(s) with OWNER to initiate purchase and delivery actions
- 1.2.8 Manage move coordination activities, including portable buildings instructional materials, music instruments, furniture, shop equipment and personal belongings.
- 1.2.9 Assist with coordination of Owner Furnished Owner Installed (OFOI) and Owner Furnished Contractor Installed (OFCI) items.
- 1.2.10 Coordinate contract documents for OWNER. Work with OWNER legal counsel on the preparation of contract forms for inclusion in bidding documents
- 1.2.11 Advise and coordinate methods for contractor selection and construction delivery (competitive bid, competitive sealed proposal, construction manager-at-risk, etc.).
- 1.2.12 Provide consultation for procurement process for selection of general contractor(s). Participate in OWNER-led process by reviewing submissions and providing evaluation of qualifications, proposals, and pricing.
- 1.2.13 Facilitate developing bidder pre-qualifications, issuing bid documents, conducting pre-bid conferences, receiving bids, bid analyses, and recommending awards.
- 1.2.14 Facilitate procurement of material testing labs, air balancing services and other necessary construction-phase consultants not provided through the A/E.

- 1.2.15 Facilitate pre-award conferences and contracts.
- 1.2.16 Provide value engineering on all construction projects.
- 1.3 Construction Phase
 - 1.3.1 Assist the A/E in administering contracts for construction.
 - 1.3.2 Provide administrative, management and related services to monitor, observe and evaluate work of the contractor, testing labs, and A/E. Handle contract administrative responsibilities for the OWNER. Assist the A/E in completing projects in accordance with OWNER objectives for costs, time and quality.
 - 1.3.3 Schedule and conduct with the A/E pre-construction, construction and progress meetings to discuss projects.
 - 1.3.4 Perform construction observation activities
 - 1.3.5 Prepare construction observation reports
 - 1.3.6 Monitor, update and enforce construction schedules.
 - 1.3.7 Enforce contracts to achieve satisfactory performance from all Contractors, Owner consultants, Testing Labs and Design professionals.
 - 1.3.8 Provide regular monitoring of approved estimates of construction costs and maintain cost accounting records. Provide monthly financial briefings and summaries of all project costs.
 - 1.3.9 Review and make recommendations to OWNER on all requests for changes (Proposal Requests, Request for Information, Supplemental Instructions) in construction and change orders.
 - 1.3.10 Review, evaluate and make recommendations to OWNER on all invoices and applications for payment. Assign job accounting code to each invoice transaction for accurate accounting of costs.
 - 1.3.11 Modify budget to reflect changes to committed costs
 - 1.3.12 Record cost commitments (Contracts, Purchase Orders)
 - 1.3.13 Record expenditures against established cost commitments
 - 1.3.14 Manage approval workflow for proposed change orders (PCO's) and Allowance expenditure Authorizations (AEA's)
 - 1.3.15 Develop and implement procedures with A/E for progress and final payments to contractor.
 - 1.3.16 Assist in obtaining all permits.
 - 1.3.17 Coordinate the services of all Contractors, Owner consultants, Testing Labs and Design professionals.
 - 1.3.18 Assist in verifying that all work conforms to contract documents. Follow-up on deficiencies identified during observations.
 - 1.3.19 Assist A/E in contract interpretations and owner intent.
 - 1.3.20 Receive certificates of insurance.
 - 1.3.21 Receive shop drawings, product data, samples and other submittals and assist owner and A/E with approvals. Facilitate approval from OWNER on key equipment and products:
 - 1.3.21.1 Air handlers,
 - 1.3.21.2 Chillers,
 - 1.3.21.3 Boilers,
 - 1.3.21.4 Controls network,
 - 1.3.21.5 Camera systems,
 - 1.3.21.6 Roofing system,

- 1.3.21.7 Keying system.
- 1.3.22 Record and report project progress.
- 1.3.23 Maintain record copies of contract documents, addenda, change orders, and other modifications.
- 1.3.24 Assist in arranging for delivery, storage, protection, and security of owner purchased materials, systems and equipment.
- 1.3.25 Manage move coordination activities, including portable buildings instructional materials, music instruments, furniture, shop equipment and personal belongings.
- 1.3.26 Verify furniture order has been processed and confirm dates for delivery
- 1.3.27 Maintain electronic document controls program for use by entire team for the management and tracking of project documents.
- 1.4 Closeout Phase
 - 1.4.1 Facilitate A/E and Owner checkouts of utilities, transfer of ownership.
 - 1.4.2 Assist in initial start-up and testing of systems.
 - 1.4.3 Coordinate the demonstration and training for equipment, services, maintenance, and care.
 - 1.4.4 Coordinate the timing and conditions for furniture delivery and installation with Contractor and OWNER schedules.
 - 1.4.5 Facilitate A/E in substantial completion inspections, and furnishing to OWNER guarantees, affidavits, releases, bonds, keys, manuals, record drawings, and maintenance stocks.
 - 1.4.6 Review closeout documents for thoroughness and compliance with project requirements. Address missing items with Contractor and A/E
 - 1.4.7 Manage move coordination activities, including portable buildings instructional materials, music instruments, furniture, shop equipment and personal belongings.
 - 1.4.8 Manage furniture delivery
 - 1.4.8.1 Review bill of materials
 - 1.4.8.2 Coordinate delivery dates with vendor and contractor
 - 1.4.8.3 Coordinate conditions and locations for storage with contractor
 - 1.4.8.4 Provide material receiving assistance to Owner including condition check
 - 1.4.8.5 Provide punch list of damaged or defective furniture to vendor and track open items to completion
 - 1.4.9 Represent the OWNER during final inspections and walk-through.
 - 1.4.10 Prepare documents for financial closeout of the Project
- 1.5 Warranty Phase
 - 1.5.1 Establish protocol for reporting warranty deficiency
 - 1.5.2 Disposition warranty claim and identify appropriate party for response; architect, contractor or OWNER
 - 1.5.3 Establish tracking of warranty items and corrective actions
 - 1.5.4 Coordinate and participate in 11-month warranty walk through and review
 - 1.5.5 Develop warranty actions as identified during 11-month warranty walk through
 - 1.5.6 Prepare warranty phase transition plan for OWNER responsibility of future Warranty needs
- 1.6 Communications Activities

- 1.6.1 Prepare monthly Bond update reports for consumption by Board of Trustees and President
- 1.6.2 Attend monthly Board of Trustees meeting
- 1.6.3 Prepare charts, graphs, photos, status summaries and other reporting for OWNER web site
- 1.7 Excluded Services
 - 1.7.1 Pre Construction Phase
 - 1.7.1.1 Provide consultation on existing site analyses and new site analyses and selection.
 - 1.7.1.2 Provide consultation on funding and possible facility bond program.
 - 1.7.1.3 Provide consultation and lead the process for selection of Architect and/or Engineering (A/E) firms; handle requests for qualification statements and letters of interest; assist in developing short list; facilitate selection by the OWNER.
 - 1.7.2 Communications Activities
 - 1.7.2.1 Prepare for and participate in monthly community (PTO, Campus, etc) Bond Update Meetings
 - 1.7.2.2 Prepare for and participate in Citizen's Bond Advisory Committee Meetings
 - 1.7.3 Miscellaneous
 - 1.7.3.1 Payroll compliance services
 - 1.7.3.2 Life-cycle cost analysis
 - 1.7.3.3 Affirmative action, diversity compliance, outreach, and performance measurement
 - 1.7.3.4 Preventative Maintenance planning
 - 1.7.3.5 Procurement of instructional materials and classroom consumables
- 2 PAYMENTS TO THE PROGRAM MANAGER
 - 2.1 OWNER shall pay PROGRAM MANAGER for Basic Services, identified in Article 1 "Description of Program Manager's Services" of this Work Authorization, as follows:
 - 2.1.1 A lump sum fee of Six Hundred Sixty-Eight Thousand Four Hundred Eighty-Eight Dollars and Zero Cents (\$668,488.00).
 - 2.2 OWNER shall pay PROGRAM MANAGER for Additional Services as follows:
 - 2.2.1 General. For services of PROGRAM MANAGER'S principals and employees engaged directly on the Project performed or furnished, an amount equal to PROGRAM MANAGER'S direct labor cost times a factor of 3.5. Direct Labor Cost means salaries and wages (basic, premium and incentive) paid to personnel, but does not include indirect payroll related costs or fringe benefits.
 - 2.2.2 PROGRAM MANAGER'S Consultants. For services of PROGRAM MANAGER'S Consultants performed or furnished, the amount billed to PROGRAM MANAGER therefor times a factor of one point zero (1.0).
 - 2.2.3 Serving as a Witness. For services performed by PROGRAM MANAGER'S principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding, at the rate of \$1,800.00 per day, or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph 2.2.1). For PROGRAM MANAGER'S Consultants for such services will be on the basis provided in paragraph 2.2.2.

- 2.3 Additional Services shall only be paid, and costs incurred upon OWNER'S prior written authorization, except as stated in section 2.3.1.2 where expenses are authorized in advance by this Work Authorization. When authorized, OWNER shall pay PROGRAM MANAGER for Reimbursable Expenses as follows:
- 2.3.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Program Manager and the Program Manager's consultants directly related to the Program, as follows:
- 2.3.1.1 If authorized in advance in writing by the OWNER
- 2.3.1.1.1 Program Management Information System Software seats in excess of five;
- 2.3.1.1.2 Site office expenses;
- 2.3.1.1.3 Fees paid for securing approval of authorities having jurisdiction over the projects;
- 2.3.1.1.4 Fees paid for testing, surveys or other data obtained at the request of the OWNER;
- 2.3.1.1.5 Professional photography and presentation materials;
- 2.3.1.1.6 Reproduction costs for contract documents;
- 2.3.1.1.7 Expense of additional insurance coverage or limits if the OWNER requests such insurance in excess of that normally carried by the PROGRAM MANAGER or PROGRAM MANAGER's consultants;
- 2.3.1.1.8 Out-of-town travel, lodging and meals, and;
- 2.3.1.1.9 Other similar Program-related expenses
- 2.3.1.2 Not requiring authorization in advance by the OWNER
- 2.3.1.2.1 Transportation between PROGRAM MANAGER office and OWNER facilities;
- 2.3.1.2.2 Long distance services, dedicated data and communication services, teleconferences;
- 2.3.1.2.3 Printing, reproductions, plots, standard form documents;
- 2.3.1.2.4 Postage, handling and delivery;
- 2.4 Other Provisions Concerning Payments.
- 2.4.1 The portion related to services rendered on a Salary Costs basis will be billed based on the Salary Costs (multiplied by a factor, if any, as stated above) incurred at the time of billing. Reimbursable expenses incurred will be billed monthly at the time of billing.
- 2.4.2 The PROGRAM MANAGER shall invoice for services according to the following invoicing plan, provided however that the parties may mutually agree to modify the invoicing plan if there is a change in PROGRAM MANAGEMENT services provided, or schedule for performance of the services.

Phase	Monthly Amount	Months	Payment by Phase
*Monthly Progress Payment month 1-10	\$37,340.00	10	\$373,400.00
**Monthly Progress Payment month 11-14	\$73,772.00	4	\$295,088.00
Total Compensation			\$668,488.00

*Invoice # 1 for services completed through July 2026

**Invoice # 11 for services completed through May 2028

2.4.3 Final Payments

2.4.3.1 The final Progress Payment shall not become due and payable until all projects under this Work Authorization have achieved substantial completion.

2.4.4 PROGRAM MANAGER is required to submit original invoices to the OWNER's Business Office ATTN: Accounts Payable. The invoices can be submitted by email or by Project Management Information Software.

2.4.4.1 The invoices should include the following:

2.4.4.1.1 Date of invoice

2.4.4.1.2 Period of service

2.4.4.1.3 List of services provided

2.4.4.1.4 Location where services were provided

2.4.4.1.5 Invoice number

2.4.4.1.6 Contact information

2.4.4.1.7 Deliverables under the contract

2.4.5 Payment to PROGRAM MANAGER shall be made only after Services are performed and not before. Advance payment to PROGRAM MANAGER is strictly prohibited. PROGRAM MANAGER shall submit invoices within a timely manner during OWNER's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to PROGRAM MANAGER within forty-five (45) days after the later of the following: (1) the date OWNER receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date OWNER receives an invoice for the goods or service. PROGRAM MANAGER agrees to pay any subcontractors, if any, the appropriate share of the payment received from OWNER not later than the tenth (10th) day after the date PROGRAM MANAGER receives the payment from OWNER. The exceptions to payments made by OWNER and/or PROGRAM MANAGER listed in Texas Government Code § 2251.002 shall apply to this Agreement.

2.4.6 Failure to send the invoices to OWNER's Accounts Payable Office will delay payment. PROGRAM MANAGER certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by OWNER, in OWNER's sole discretion.

2.4.7 In addition to all other rights and remedies that OWNER may have, OWNER shall have the right to setoff, against any and all amounts due to PROGRAM MANAGER by OWNER, whether due under this Agreement or any other agreement between OWNER (including any division of OWNER) and PROGRAM MANAGER, any sums for which OWNER is entitled to under this Agreement, as determined by OWNER in its sole discretion, including, without limitation, sums due by PROGRAM MANAGER to OWNER as a result of indemnification obligations, warranty claims, as applicable.

2.4.8 Payments Upon Termination.

- 2.4.8.1 In the event of termination during any phase of the Basic Services, PROGRAM MANAGER will be paid for services performed or furnished in accordance with this Agreement during that phase on the basis of PROGRAM MANAGER'S Hourly Rates for services performed or furnished during that phase from last billing period to date of termination by PROGRAM MANAGER'S principals and employees engaged directly on the Project plus reasonable sums for demobilization of the project. Direct Labor Cost means salaries and wages (basic, premium and incentive) paid to personnel, but does not include indirect payroll-related costs or fringe benefits.

3 MISCELLANEOUS PROVISIONS

3.1 Construction Administration

- 3.1.1 The PROGRAM MANAGER shall visit the site daily while work is in progress in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or detailed inspection of the Contractor's work but rather to allow the PROGRAM MANAGER, as a professional, to become generally familiar with the Work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
- 3.1.2 Based on this general observation, the PROGRAM MANAGER shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the Work.
- 3.1.3 If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROGRAM MANAGER as Additional Services in accordance with the terms of this agreement.
- 3.1.4 The PROGRAM MANAGER shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
- 3.1.5 The PROGRAM MANAGER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROGRAM MANAGER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.2 Opinions of Cost

- 3.2.1 PROGRAM MANAGER'S opinions of probable Construction Cost provided for herein are to be made on the basis of PROGRAM MANAGER'S experience and qualifications and represent PROGRAM MANAGER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since PROGRAM MANAGER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, PROGRAM MANAGER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by PROGRAM MANAGER. If OWNER wishes greater assurance as to probable Construction Cost,

OWNER shall employ an independent cost estimator.

3.3 Owner Responsibilities

- 3.3.1 Provide and update information regarding requirements for, and limitations on, the Program in a timely manner, objectives, schedule constraints and criteria, and site requirements; and any other information required for the PROGRAM MANAGER to perform its services.
- 3.3.2 Communicate the responsibilities and authority, and limits thereof, of the PROGRAM MANAGER to the OWNER's officers, directors, partners, employees, agents and OWNER's other Consultants and Contractors and enforce compliance with authorities granted to the PROGRAM MANAGER.
- 3.3.3 Identify a representative authorized to act on the OWNER'S behalf with respect to the Program. The OWNER shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the PROGRAM MANAGER'S services.
- 3.3.4 The Owner shall require all contractors to name the PROGRAM MANAGER and its consultants as Additional Insureds on all insurance policies where available.
- 3.3.5 Furnish tests, inspections, and reports required by law or the Project, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 3.3.6 Furnish all legal, insurance, financing, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the OWNER's needs and interests.
- 3.3.7 Provide the PROGRAM MANAGER access to the Project site and other facilities under the OWNER's control and associated with the Project. The OWNER shall obligate its contractors to provide the PROGRAM MANAGER access to the Project site wherever Work is in preparation or progress.
- 3.3.8 The OWNER agrees not to solicit or hire the PROGRAM MANAGER's employees who are involved with the Project(s) prior to one year after completion of the Project(s).
- 3.3.9 Permit the PROGRAM MANAGER to include photographs, videos and audio of the Project among the Program Manager's promotional and professional materials.
- 3.3.10 Upon commencement of construction phase services, and ending with the completion of construction phase services, furnish secure office space and furnishings for the PROGRAM MANAGER'S staff. Space shall provide controlled access through keying or card access control.
- 3.3.11 Furnish technology requirements
 - 3.3.11.1 Within two weeks of commencement of construction phase services, furnish publicly addressable data connection or third-party dedicated connection from independent internet service provider.
 - 3.3.11.2 Within two weeks of commencement of construction phase services, furnish patch panel for cabling required to support connections noted above. PROGRAM MANAGER will furnish switch, UPS, firewall and wireless access point(s) for the space.
 - 3.3.11.3 Furnish copy and scanning capabilities. Equipment must be connected accessible from the network and PROGRAM MANAGER devices. Include color printing and scanning in sizes up to 11"x17".
 - 3.3.11.4 If the OWNER requires PROGRAM MANAGER to access programs or data only available on the OWNER'S equipment or network, the OWNER shall furnish equipment or pathway to the network for PROGRAM MANAGER to access the programs or data.

3.3.12 Furnish accounting records

3.3.12.1 Solely for the work described under this Work Authorization, OWNER shall furnish accounting transaction records to allow the OWNER and PROGRAM MANAGER to monthly reconcile accounting records between the parties. Records shall be furnished not less than monthly with a goal of weekly. Records include:

3.3.12.2 Furnish original and modified purchase order copies

3.3.12.3 Furnish open and closed purchase order report with balances

3.3.12.4 Furnish check written data

3.3.12.4.1 Check number

3.3.12.4.2 Payee

3.3.12.4.3 Amount

3.3.12.4.4 Purchase Order against which the cost was recorded

3.3.12.4.5 Account number against which the cost was recorded

3.3.12.4.6 Remittance advice for consolidated checks

4 SCHEDULE FOR PERFORMANCE OF THE SERVICES

4.1 The commencement of services shall be no sooner than the date this Work Authorization is fully executed by the parties and received in the PROGRAM MANAGER'S office. The compensation identified in this Work Authorization is based on the substantial completion of the Project as shown in the preamble to this Work Authorization, with ongoing closeout activities and warranty support for one (1) calendar year after substantial completion. Should the duration of PROGRAM MANAGER'S services be required to extend ninety (90) calendar days beyond the Substantial Completion date due to factors beyond the control of PROGRAM MANAGER, and not due to a force majeure event (as hereinafter described), additional compensation shall become due as described in Section 2.2, with the exception of the closeout phase and warranty phase activities by PROGRAM MANAGER as described in Sections 1.4 and 1.5, which are included as Basic Services. For purposes of this Section 4.1, a "force majeure event" shall mean any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, pandemic, epidemic, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control. Where PROGRAM MANAGER recommends measures within the contracts of the OWNER'S consultants or contractors managed by PROGRAM MANAGER be enforced, and those recommendations are not implemented by the OWNER, causing additional cost to PROGRAM MANAGER, PROGRAM MANAGER shall be entitled to additional compensation as described in Section 2.2.

5 LIMITATION OF LIABILITY

5.1 It is agreed that the OWNER's maximum recovery against PROGRAM MANAGER for any damages, claims, costs, or expenses arising under this Work Authorization, whether in contract, tort or otherwise, is limited to the lesser amount of actual fee paid to the PROGRAM MANAGER under this Work Authorization or insurance limits established in the Master Agreement. It is expressly agreed that OWNER's sole and exclusive remedy against PROGRAM MANAGER

under this Work Authorization, whether based in contract, tort or otherwise, is the award of damages, costs or expenses not to exceed the actual amount of fee received by PROGRAM MANAGER or the insurance requirements under the Master Agreement, whichever is less.

6 OWNERSHIP OF WORK PRODUCT

- 6.1 All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by PROGRAM MANAGER in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of OWNER. PROGRAM MANAGER shall deliver all such materials to OWNER upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by OWNER for use by PROGRAM MANAGER in connection with the Services performed under this Agreement will remain OWNER's property. Any pre-existing programs, data, or other materials furnished and owned by PROGRAM MANAGER for use by PROGRAM MANAGER in connection with the Services performed under this Agreement will remain PROGRAM MANAGER's property.

EXECUTED ON THE DATE LAST WRITTEN BELOW.

OWNER:

College of the Mainland
1200 Amburn Road
Texas City, TX 77591

By: _____, on _____

Printed Name: _____

Title: _____

PROGRAM MANAGER:

Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Dr., Suite 400.
Houston, Texas 77042

By: John P. Grom, on June 16, 2026

Printed Name: John P. Grom

Title: Vice President



MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: July 27, 2026

Subject: Monthly Investment & Financial Reports

AGENDA ITEM DESCRIPTION:

Consideration of and possible acceptance of the June 2026 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.

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.

FUNDING SOURCE:

N/A

PROPOSED MOTION:

Suggested motion: "I move the Board of Trustees accept the June 2026 Investment Report and Financial Reports."

ATTACHMENT(S):

1. June 2026 Investment Discussion & Report
2. June 2026 Revenue & Expense Summary



INVESTMENT REPORT
For the Month Ended June 2026

Investment discussion:

College of the Mainland earned \$203,593 for the month of June on its short-term investments in TexPool & Logic for a total of \$1,946,991 investment interest earned fiscal year to date. The College earned an additional \$1. fiscal year to date, from interest-bearing checking accounts. In total, the College earned \$1,946,992 interest for the fiscal year to date period ending June TexPool - \$1,307,493, Logic - \$639,497 and TFB - \$1.

Investments in the TexPool & Logic investment pools remain more profitable than the 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 that reads 'Belinda Aaron'.

Dr. Belinda Aaron
Interim Vice President of Fiscal Affairs
College of the Mainland

A handwritten signature in blue ink that reads 'Freda Davis'.

Freda Davis
Controller
College of the Mainland



TexPool Investments for June 2026

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
Operating	11	52,627,662.21	-	1,500,000.00	154,301.27	51,281,963.48	51,482,805.59	3.597%
Totals		52,627,662.21	-	1,500,000.00	154,301.27	51,281,963.48	51,482,805.59	

Note: For the above listed investments in TexPool, book value is equivalent to market value.
There was no accrued interest as of June 2026

Logic (Hilltop Securities) Investments for June 2026

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
COM Bond 2020	45	89,906.89	-	-	277.33	90,184.22	89,906.89	3.753%
COM Pre Bond 2023	46	19,394,564.30	-	5,413,099.73	49,014.54	14,030,479.11	15,889,961.27	3.753%
Totals		19,484,471.19	-	5,413,099.73	49,291.87	14,120,663.33	15,979,868.16	
Totals		72,112,133.40	-	6,913,099.73	203,593.14	65,402,626.81	67,462,673.75	

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 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>
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Summary for President

Board of Trustees	10,919	19,700	8,781	55%	5,681	5,238
Campus Police	957,941	915,293	(42,648)	105%	654,152	303,789
COM Foundation	58,907	104,125	45,217	57%	56,950	1,957
EVP-Academic & Student	33,404	4,678	(28,726)	714%	421,992	(388,589)
General Counsel	340,601	352,070	11,469	97%	263,362	77,239
General Institution	334,680	388,340	53,660	86%	434,673	(99,992)
Human Resources	0	0	0	0%	26	(26)
Information Technology Serv	2,214,711	2,637,710	422,999	84%	2,107,057	107,654
Institutional Advancement	414,223	545,080	130,857	76%	483,083	(68,860)
Internal Audit	173,285	150,000	(23,285)	116%	296,694	(123,408)
Presidents Office	527,386	773,855	246,470	68%	543,208	(15,823)
Self Study SACS	12,673	13,233	560	96%	10,581	2,092
<u>Totals for President</u>	<u>5,078,731</u>	<u>5,904,084</u>	<u>825,354</u>	<u>86%</u>	<u>5,277,459</u>	<u>(198,728)</u>

Summary for VP Academic Affairs

Academic Planning & Innovation	0	113,573	113,573	0%	8,206	(8,206)
Accounting-Credit	116,032	112,856	(3,176)	103%	108,930	7,101
Adult Education	140,427	158,336	17,909	89%	96,762	43,665
Allied Health	9,344	9,637	293	97%	8,131	1,213

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 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>
Art	284,653	304,881	20,228	93%	263,112	21,541
Art Gallery	28,431	6,222	(22,209)	457%	25,403	3,028
Biol & Nutrition	1,021,793	1,134,088	112,295	90%	881,465	140,328
C.I.D.T. Admin	70,547	78,539	7,993	90%	69,789	758
C.I.S.	98,982	104,167	5,184	95%	115,372	(16,390)
Chemistry	196,962	206,784	9,822	95%	189,616	7,346
Cosmetology	726,267	741,260	14,993	98%	705,936	20,331
CPR	2,561	73	(2,489)	3531%	1,661	900
Criminal Justice	1,321,708	1,920,354	598,646	69%	1,325,338	(3,630)
Culinary Arts	186,710	188,462	1,752	99%	118,522	68,188
Dean of General Education	197,146	225,094	27,947	88%	205,156	(8,009)
Dean of Instruction Workforce	201,494	227,303	25,809	89%	183,623	17,871
Dental Hygiene	506,085	509,467	3,382	99%	293,605	212,480
Distance Ed	297,656	346,498	48,842	86%	378,138	(80,482)
Economics	99,547	99,497	(51)	100%	97,109	2,438
Education	98,558	102,529	3,972	96%	91,328	7,230
EMS-Credit	540,745	488,297	(52,448)	111%	318,311	222,434
Engineering	70,153	85,139	14,985	82%	47,857	22,296
English	1,006,454	1,163,423	156,968	87%	1,040,096	(33,642)
Fire Tech	579,401	534,593	(44,808)	108%	432,871	146,530
Firearms Acad	24,519	40,150	15,631	61%	35,445	(10,926)
Foreign Lang	108,055	102,647	(5,408)	105%	70,609	37,446
General Business-Credit	361,902	359,726	(2,176)	101%	335,789	26,112
Geology	90,697	99,991	9,293	91%	83,990	6,708
Government	428,183	442,196	14,012	97%	402,265	25,919
Graphic Arts	165,502	202,373	36,871	82%	180,573	(15,072)
Health and PE Credit	156,593	165,490	8,897	95%	140,859	15,734
Health Info Mgmt	196,130	256,959	60,829	76%	185,330	10,800

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 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>
Hist & Geog	394,241	445,350	51,110	89%	385,528	8,713
Humanities	50,607	21,673	(28,934)	234%	44,115	6,492
Humanities Admin	52,662	60,485	7,823	87%	54,912	(2,249)
industrial Technology Admin	0	8,000	8,000	0%	0	0
Instructional Technology	236,007	342,014	106,007	69%	277,279	(41,272)
Law Enforcement	158,764	229,415	70,652	69%	200,370	(41,607)
Library	692,620	810,303	117,683	85%	691,804	816
Math	909,615	1,087,770	178,155	84%	928,615	(18,999)
Math Admin	55,364	61,188	5,824	90%	54,106	1,258
Medical Assistant	110,911	118,002	7,091	94%	94,880	16,031
Music	174,062	252,552	78,490	69%	173,515	547
Networking	54,394	104,266	49,872	52%	59,848	(5,454)
Nursing Admin	379,283	587,955	208,672	65%	370,137	9,146
Nursing-VN	125	0	(125)	0%	0	125
Occupational Safety	76,691	110,427	33,736	69%	84,398	(7,707)
Perf & Visual Arts Admin	58,398	66,374	7,975	88%	61,448	(3,050)
Pharmacy Tech	96,150	108,311	12,161	89%	91,682	4,468
Philosophy	93,430	155,075	61,645	60%	82,295	11,135
Physics	113,619	120,783	7,164	94%	103,219	10,401
Process Technology	449,734	532,664	82,930	84%	409,275	40,459
Program Development	0	0	0	0%	50	(50)
Psychology	430,298	449,709	19,412	96%	382,401	47,897
Public Service Ed Admin	76,717	132,449	55,732	58%	122,099	(45,382)
QEP	4,784	221	(4,563)	2162%	7,590	(2,806)
Radiography	337,222	444,527	107,305	76%	236,251	100,971
Science Admin	61,708	77,323	15,615	80%	63,989	(2,282)
Social Science Admin	70,226	81,729	11,503	86%	68,164	2,062
Sociology	92,361	93,886	1,525	98%	81,933	10,427

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 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>
Speech	222,949	217,780	(5,169)	102%	198,925	24,023
Student Theater	306,548	412,045	105,497	74%	303,322	3,226
Surgical Technician	242,599	97,557	(145,041)	249%	0	242,599
Theater Arts-Credit	139,296	211,341	72,045	66%	131,768	7,528
VP Academic Affairs	394,544	(134,383)	(528,926)	-294%	231,794	162,750
Welding	468,515	510,528	42,012	92%	406,218	62,298
<u>Totals for VP Academic Affairs</u>	<u>16,337,679</u>	<u>18,347,923</u>	<u>2,010,244</u>	<u>89%</u>	<u>14,843,125</u>	<u>1,494,554</u>
<u>Summary for VP Administrative Services</u>						
COM-League City	66,686	110,979	44,293	60%	83,918	(17,232)
Custodial Services	1,185,518	1,502,943	317,424	79%	1,144,222	41,296
Facilities	4,682,193	5,744,594	1,062,400	82%	4,686,558	(4,364)
Grounds	494,896	676,081	181,186	73%	365,247	129,649
Human Resources	647,107	806,846	159,739	80%	703,450	(56,343)
Utilities	985,446	1,280,000	294,554	77%	738,081	247,365
Vehicle Operations	104,068	115,941	11,873	90%	107,635	(3,567)
VP Administrative Services	144,767	159,316	14,548	91%	0	144,767
<u>Totals for VP Administrative Services</u>	<u>8,310,681</u>	<u>10,396,700</u>	<u>2,086,019</u>	<u>80%</u>	<u>7,829,110</u>	<u>481,571</u>
<u>Summary for VP Fiscal Affairs</u>						
Business Office	764,610	910,096	145,486	84%	704,624	59,986
Central Mail Delivery	111,513	138,309	26,796	81%	102,963	8,550
OPEAR	373,288	588,115	214,826	63%	458,322	(85,034)
Purchasing	324,461	355,551	31,090	91%	314,459	10,002
Records Management	6,979	20,952	13,973	33%	9,328	(2,349)
Reimb from Other Funds	0	(309,649)	(309,649)	0%	0	0
Salary Savings	0	(1,698,986)	(1,698,986)	0%	0	0
Staff Benefits	891,513	3,277,997	2,386,484	27%	983,181	(91,668)
Tax Admin	389,849	591,000	201,151	66%	350,823	39,026

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 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>
VP Fiscal Affairs	373,089	304,804	(68,285)	122%	251,753	121,336
<u>Totals for VP Fiscal Affairs</u>	<u>3,235,303</u>	<u>4,178,189</u>	<u>942,886</u>	<u>77%</u>	<u>3,175,453</u>	<u>59,849</u>
<u>Summary for VP Strategic Initiatives</u>						
Allied Health-NonCr	96,797	273,698	176,900	35%	206,582	(109,784)
Certified Nursing Assistant	12,388	11,292	(1,096)	110%	13,521	(1,133)
Continuing Education	220,101	492,356	272,255	45%	361,402	(141,301)
Dental Assistant-NonCr	1,522	5,759	4,237	26%	3,306	(1,784)
Industrial-NonCr	169,689	32,191	(137,499)	527%	103,374	66,315
Law Enforcemnt-NonCR	5,582	38,762	33,180	14%	57,737	(52,155)
Lifelong Learning	254,691	187,266	(67,426)	136%	230,786	23,905
Marketing and Communications	874,239	1,267,283	393,044	69%	817,590	56,648
Massage Therapy	0	5,240	5,240	0%	0	0
VP Strategic Initiatives	158,458	164,414	5,956	96%	0	158,458
<u>Totals for VP Strategic Initiatives</u>	<u>1,793,468</u>	<u>2,478,260</u>	<u>684,792</u>	<u>72%</u>	<u>1,794,299</u>	<u>(831)</u>
<u>Summary for VP Student Affairs</u>						
Admissions	383,691	419,209	35,518	92%	376,494	7,197
Advisement Center	756,814	768,574	11,760	98%	581,111	175,703
Career Services	75,629	100,449	24,820	75%	47,750	27,878
Collegiate H.S.-CR	148,302	165,108	16,806	90%	146,986	1,316
Dean of Continuing Education	194,509	218,100	23,590	89%	190,462	4,047
Dean of Student Services	95,078	179,283	84,205	53%	215,702	(120,624)
Dean of Students	239,185	272,245	33,060	88%	213,961	25,223
Disability Services	33,898	47,921	14,023	71%	42,422	(8,525)
Dual Credit Dept	88,219	171,760	83,541	51%	180,159	(91,940)
Enrollment Management	415,978	597,129	181,152	70%	564,128	(148,150)
Facilities & Student Recreat	74,718	179,334	104,616	42%	87,465	(12,748)
Financial Aid	652,524	673,068	20,545	97%	538,867	113,657

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 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>
Multicultural Department	25,569	32,500	6,931	79%	28,346	(2,776)
Office of Veterans Success	147,515	192,878	45,363	76%	173,828	(26,313)
Recruitment	204,958	273,654	68,697	75%	0	204,958
Student Graduation	87,919	89,846	1,928	98%	73,765	14,153
Student Help Center	54,691	41,844	(12,847)	131%	53,575	1,116
Student Life	209,191	261,947	52,756	80%	184,270	24,921
Testing	282,798	383,335	100,538	74%	310,211	(27,414)
Tutoring Center	525,458	615,925	90,466	85%	497,621	27,837
VP Student Affairs	240,762	434,445	193,683	55%	171,986	68,776
<u>Totals for VP Student Affairs</u>	<u>4,937,404</u>	<u>6,118,554</u>	<u>1,181,150</u>	<u>81%</u>	<u>4,679,111</u>	<u>258,293</u>
<u>Totals for Expense</u>	<u>39,693,266</u>	<u>47,423,710</u>	<u>7,730,445</u>	<u>84%</u>	<u>37,598,558</u>	<u>2,094,708</u>

Fund Bal by Division

Summary for VP Fiscal Affairs

Fund Balance - Oper & Maint	708,185	0	(708,185)	0%	788,209	(80,024)
Fund Balance-Academic	109,499	0	(109,499)	0%	318,029	(208,530)
Fund Balance-Institutional	882,563	0	(882,563)	0%	455,923	426,640
Fund Balance-Instruction	348,550	8,770	(339,780)	3975%	383,244	(34,694)
Fund Balance-Student Services	16,150	0	(16,150)	0%	0	16,150
<u>Totals for VP Fiscal Affairs</u>	<u>2,064,947</u>	<u>8,770</u>	<u>(2,056,178)</u>	<u>23547%</u>	<u>1,945,405</u>	<u>119,542</u>
<u>Totals for Fund Bal</u>	<u>2,064,947</u>	<u>8,770</u>	<u>(2,056,178)</u>	<u>23547%</u>	<u>1,945,405</u>	<u>119,542</u>
<u>Totals for Report</u>	<u>41,758,510</u>	<u>47,500,000</u>	<u>5,673,970</u>		<u>39,543,962</u>	<u>2,214,547</u>

Unrestricted Fund (Unaudited)

Summary of Revenue

	<u>Current Actual</u>	<u>2025-26 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	(8,233,226)	(7,819,778)	413,448	105%	(7,726,996)	(506,229)
Tuition-non-credit	(641,945)	(601,700)	40,245	107%	(562,308)	(79,637)
Exemptions and waivers	253,018	172,570	(80,448)	147%	202,563	50,455
Registration fees	(156,055)	(162,700)	(6,645)	96%	(160,611)	4,556
Other fees	(206,899)	(209,500)	(2,601)	99%	(192,076)	(14,822)
Grant revenue	(114,282)	(96,700)	17,582	118%	(95,454)	(18,829)
Sales and service revenue	(40,254)	(59,000)	(18,746)	68%	(35,607)	(4,647)
Miscellaneous revenue	(229,132)	(275,500)	(46,368)	83%	(311,180)	82,048
<u>Totals for Operating revenue</u>	<u>(9,368,775)</u>	<u>(9,052,308)</u>	<u>316,467</u>	<u>103%</u>	<u>(8,881,669)</u>	<u>(487,106)</u>
Non-operating revenue						
State appropriation-Academic	(8,439,323)	(8,408,692)	30,631	100%	(6,071,417)	(2,367,906)
Property tax revenue	(25,613,320)	(26,891,000)	(1,277,680)	95%	(25,197,975)	(415,345)
Interest revenue	(1,307,494)	(1,520,000)	(212,506)	86%	(1,362,235)	54,741
FTZ reimbursement	0	(923,000)	(923,000)	0%	0	0
FAST - HB8	(171,561)	(705,000)	(533,439)	24%	433,639	(605,200)
<u>Totals for Non-operating revenue</u>	<u>(35,531,698)</u>	<u>(38,447,692)</u>	<u>(2,915,994)</u>	<u>92%</u>	<u>(32,197,987)</u>	<u>(3,333,710)</u>
<u>Total Revenue</u>	<u>(44,900,472)</u>	<u>(47,500,000)</u>	<u>(2,599,528)</u>	<u>95%</u>	<u>(41,079,656)</u>	<u>(3,820,816)</u>

Unrestricted Fund (Unaudited)

Summary of Expense

	<u>Current Actual</u>	<u>2025-26 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	6,696,398	9,247,608	2,551,210	72%	6,490,133	206,265
Admin full-time	1,971,387	2,182,578	211,191	90%	1,767,151	204,236
Professional full-time	6,775,370	9,602,984	2,827,614	71%	6,904,649	(129,279)
Classified full-time	3,718,293	4,677,872	959,578	79%	3,630,067	88,227
Part-time	4,998,616	3,634,039	(1,364,577)	138%	3,861,912	1,136,705
Salary increase	0	954,151	954,151	0%	0	0
Vacancy savings	0	(1,698,986)	(1,698,986)	0%	0	0
<u>Totals for Salary and wages</u>	<u>24,160,064</u>	<u>28,600,246</u>	<u>4,440,182</u>	<u>84%</u>	<u>22,653,911</u>	<u>1,506,153</u>
Benefits						
Benefits	3,909,795	4,730,762	820,967	83%	3,985,057	(75,262)
<u>Totals for Benefits</u>	<u>3,909,795</u>	<u>4,730,762</u>	<u>820,967</u>	<u>83%</u>	<u>3,985,057</u>	<u>(75,262)</u>
Operating expenses						
Contract services	4,387,666	5,039,043	651,377	87%	3,799,967	587,699
Legal	26,206	12,000	(14,206)	218%	31,982	(5,777)
Operations	609,966	1,015,297	405,331	60%	588,982	20,984
Utilities and Rent	2,031,525	2,964,186	932,662	69%	2,155,331	(123,806)
Postage, printing, and supplies	963,981	1,388,373	424,392	69%	961,425	2,556
Bank fees	187,782	96,100	(91,682)	195%	116,320	71,463
Capital outlay & leases	193,659	170,209	(23,450)	114%	105,966	87,692
Insurance	2,537,176	2,856,137	318,961	89%	2,513,020	24,156
Public rel, marketing and advert	250,148	409,892	159,744	61%	190,722	59,425
Misc.	435,318	518,635	83,317	84%	495,874	(60,556)
Reimbursement from Others	0	(309,649)	(309,649)	0%	0	0
<u>Totals for Operating expenses</u>	<u>11,623,425</u>	<u>14,160,223</u>	<u>2,536,798</u>	<u>82%</u>	<u>10,959,589</u>	<u>663,836</u>



June 2026 - Revenue and Expense Summary

Unrestricted Fund (Unaudited)

<u>Total Expense</u>	<u>39,693,284</u>	<u>47,491,230</u>	<u>7,797,946</u>	<u>84%</u>	<u>37,598,558</u>	<u>2,094,726</u>
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Unrestricted Fund (Unaudited)

Summary of Fund Bal

	<u>Current Actual</u>	<u>2025-26 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						
Professional full-time	88,042	0	(88,042)	0%	0	88,042
<u>Totals for Salary and wages</u>	<u>88,042</u>	<u>0</u>	<u>(88,042)</u>	<u>0%</u>	<u>0</u>	<u>88,042</u>
Benefits						
Benefits	14,238	1,358	(12,880)	1048%	827	13,411
<u>Totals for Benefits</u>	<u>14,238</u>	<u>1,358</u>	<u>(12,880)</u>	<u>1048%</u>	<u>827</u>	<u>13,411</u>
Operating expenses						
Contract services	1,268,269	0	(1,268,269)	0%	1,366,076	(97,807)
Operations	0	0	0	0%	6,102	(6,102)
Postage, printing, and supplies	156,767	7,411	(149,355)	2115%	204,637	(47,871)
Capital outlay & leases	531,630	0	(531,630)	0%	289,731	241,899
Public rel, marketing and advert	0	0	0	0%	75,717	(75,717)
Misc.	6,000	0	(6,000)	0%	2,314	3,686
<u>Totals for Operating expenses</u>	<u>1,962,666</u>	<u>7,411</u>	<u>(1,955,255)</u>	<u>26482%</u>	<u>1,944,577</u>	<u>18,089</u>
<u>Total Fund Bal</u>	<u>2,064,947</u>	<u>8,770</u>	<u>(2,056,178)</u>	<u>23547%</u>	<u>1,945,405</u>	<u>119,542</u>

June 2026

Monthly Financial Report

Cash Situation

(in millions)

Gross cash balance at the end of month:	\$51.3
Less pending I&S liability:	\$2.9
Net unrestricted cash:	\$48.4
Minimum required cash :	\$8.2
Excess cash above minimum:	\$40.2

Unaudited Operations

Year to Date *(in millions)*

Revenues

Budget:	\$47.5
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Actual:	\$44.9
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Expense

Budget:	\$47.5
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Actual:	\$39.7
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MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: July 27, 2026

Subject: Approval of Authorized Signatory for COM Banking Institutions

AGENDA ITEM DESCRIPTION:

Discussion and possible action to update required signatories for COM bank accounts, as required by each banking institution.

PURPOSE:

To request the approval to add Belinda Aaron - Interim VP for Fiscal Affairs as an authorized signatory for COM banking institutions and to remove David Wesse, previous VP for Fiscal Affairs as an authorized signatory. Freda Davis - Controller, will be retained as an authorized signatory. This action is required by each banking institution and will be effective June 3, 2026.

FUNDING SOURCE:

N/A

PROPOSED MOTION: "I move the Board of Trustees remove David Wesse as an authorized signatory on COM bank accounts and add Belinda Aaron - Interim VP for Fiscal Affairs as an authorized signatory effective June 3, 2026."



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: July 27, 2026

Subject: Award of Contract 27-02 Bank Depository Services

AGENDA ITEM DESCRIPTION

Consider approval to award contract 27-02 for Bank Depository Services to Texas First Bank

PURPOSE

The proposed contract provides depository services supporting the fiscal affairs of the College.

BACKGROUND

The Board approved award of contract 20-08 for Banking Depository Services awarded to Texas First Bank in July of 2019 based on a formal Request for Proposal process. The awarded contract expires on August 31, 2026. Texas Education Code §51.003 requires the governing body of an institution of higher education select a depository institution as a place of deposit for funds collected by the institution on a competitive basis. Therefore, a new Request for Proposal (RFP) 27-02 was issued on June 10, 2026. One responsive offer was received from Texas First Bank and was evaluated by a team comprised of representatives from the Fiscal Affairs department and Business Office who determined the proposal meets all criteria and provides the best value for the College. Texas First Bank is the current provider of these services to the College, so there will be no disruption on the services provided with this new contract. Award of the subject contract is in accordance with Texas Education Code and meets the competitive proposal requirements as stated.

FUNDING SOURCE

Operating Budget

PROPOSED MOTION

The administration recommends that the Board of Trustees approve award of contract 27-02 for banking depository services to Texas First Bank for an initial two-year term to commence on September 1, 2026, through August 31, 2028, with three (3) additional two-year renewal options.

ATTACHMENT(S)

Evaluation Summary

Fee Schedule

RFP 27-02 Bank Depository Services
Attachment 1 – Evaluation Summary

Supplier Scoring Summary

27-02 - Bank Depository Services - Scoring Round

Supplier	Rank	Score	Qualifications & Experience of Firm and Personnel	Proposed Approach and Methodology	Balance Reporting and Online Access	Interest Rates	Attachments A - J	References	Price Proposal
	100		10.00	10.00	15.00	10.00	35.00	5.00	15.00
Texas First Bank	1	94.00	9.33	9.33	15.00	8.00	32.67	4.67	15.00
		94.00	9.33	9.33	15.00	8.00	32.67	4.67	15.00

RFP 27-02 Bank Depository Services
Attachment 2 – Fee Schedule

	BANK SERVICES FEES - Quantities based on Monthly Activity from the College's APRIL 2026 Account Analysis (Proposers must provide cost per unit for each item below. Unit price must be provided even if no activity is listed.)			Texas First Bank		
				Total Price	\$967.70	
Line #	Description	QTY	UOM	Unit	Extended	
1	Account Maintenance - DDA	4	EA	\$20.00	\$80.00	
2	Cash Deposit Processing Fee	3000	EA	\$0.00	\$0.00	Note: \$0.002 per \$1 after \$3000
3	Deposits - At Bank	16	EA	\$0.40	\$6.40	
4	Items Deposited on Us	8	EA	\$0.10	\$0.80	
5	Items Deposited - Non-Local	26	EA	\$0.15	\$3.90	
6	Return Item - Chargeback			\$12.00	\$12.00	
7	Debits/Checks Paid	408	EA	\$0.20	\$81.60	
8	Checks Cashed	11	EA	\$0.50	\$5.50	
9	Wire Transfers In			\$12.00	\$12.00	
10	Wire Transfers Out	20	EA	\$25.00	\$500.00	
11	Wire Transfers Email Notifications	1	EA	\$25.00	\$25.00	Note: per month
12	Insufficient Checks Returned			\$29.50	\$29.50	
13	Stop Pay Automated	1	EA	\$25.00	\$25.00	
14	ACH - Debits Originated			\$0.20	\$0.20	
15	ACH - Credits Originated	5	EA	\$0.20	\$1.00	
16	ACH - Pre-Note Originated			\$0.20	\$0.20	
17	Debits - ACH/Electronic	38	EA	\$0.20	\$7.60	
18	Credits - ACH/Electronic	141	EA	\$0.20	\$28.20	
19	ACH/EDI Reporting - FedLine Email	2	EA	\$10.00	\$20.00	
20	Checks Posted	419	EA	\$0.20	\$83.80	
21	Account Transfer - OLB (Online)	8	EA	\$0.00	\$0.00	
22	OLB Reporting Services	1	EA	\$25.00	\$25.00	
23	Safekeeping Fees			\$20.00	\$20.00	



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: July 27, 2026

Subject: Workers' Compensation Renewal for 2026-2027

AGENDA ITEM DESCRIPTION

Presented for recommended acceptance to the Board of Trustees on July 27, 2026

PURPOSE

For the Board of Trustees to accept the Workers' Compensation Renewal Proposal.

BACKGROUND

In accordance with COM policy CKE (LEGAL) – The college district shall extend workers' compensation benefits to its employees as stated in *Labor Code 504.011*. The 2025-2026 contribution was \$133,615.

FUNDING SOURCE

Funds are available in the operating budget

PROPOSED MOTION

Motion to be acted upon: "I move the Board of Trustees accept the Workers' Compensation Insurance Renewal Proposal from TASB Risk Management in the amount of \$134,108."

ATTACHMENT

1. Workers' Compensation Contribution & Coverage Summary (CCS) September 1, 2026 – August 31, 2027



July 13, 2026

Michael McGee

College of the Mainland

Dear Michael McGee,

The TASB Risk Management Fund is pleased to provide the following proposal for renewing coverage with the Fund for the coming year. The proposal reflects the Fund's ongoing commitment to the risk-sharing partnership among its more than 1,000 members.

The Fund is the oldest and largest governmental risk pool serving Texas public schools. A 21-member board comprised of school board members, superintendents, and administrators from member districts governs the Fund. The Fund's board of trustees ensures the Fund remains financially strong and responsive to member needs. Fund programs and coverages continue to respond to the risks shared by Fund members and reflect the challenges Fund members face today.

The coverage proposal on the following pages includes terms and contribution amounts for the programs in which your organization participates. A summary of changes and updates to the Fund's Coverage Agreements is included in this proposal. You can also access coverage agreements on the Fund's website.

Please review all terms, provisions, and features of this renewal proposal. When ready, you may accept this renewal proposal by signing the Contribution & Coverage Summary (CCS) and returning it by email to me or TASBRMF@tasbrmf.org. You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact. All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other pricing and options.

Please note that if you take no action, coverage will automatically renew under the terms of this renewal proposal. If you wish to terminate coverage, the Fund must receive written notice of termination at least 30 days prior to your renewal date. If you are unsure of your plans to renew or have questions about this renewal proposal or any aspect of your Fund membership, please contact Selma Turner or any member of TASB's Underwriting or Marketing teams at 800.482.7276.

Thank you for your membership in the TASB Risk Management Fund and participation with all Fund members. The Fund is proud to be your partner in managing risk and serving the students and staff in your community.



TASB Risk Management Fund
P.O. Box 301, Austin, Texas 78767-0301 • 800-482-7276
12007 Research Blvd., Austin, Texas 78759-2439 • tasbrmf.org

Administered by the Texas Association of School Boards

Sincerely,
Selma Turner
Marketing Consultant
Division of Risk Management Marketing & Strategic Partnerships
Texas Association of School Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area:

CC:



College of the Mainland

Contribution & Coverage Summary (CCS) Participation Period: 9/1/2026 through 8/31/2027

The following is a summary of coverage and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions can be found on the following pages and is part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This document is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Contribution
Violent Act	No Cost
Workers' Comp Fully Funded	\$134,108
Total Contribution	\$134,108

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the member. Total Contribution is an estimate and is subject to exposure audit.

All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other options and updated pricing.



College of the Mainland

Workers' Compensation – Fully Funded

Participation Period: 9/1/2026 through 8/31/2027

Total Workers' Compensation – Fully Funded Contribution: \$134,108

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	\$0	0.01623400	\$0
7720 - POLICE OFFICER	\$668,407	0.01927866	\$12,886
8810 - CLERICAL OFFICE EMPLOYEES	\$3,935,837	0.00182655	\$7,189
8868 - PROFESSIONAL/ADMINISTRATON	\$24,743,168	0.00375376	\$92,880
9101 - ALL OTHERS	\$777,949	0.02719071	\$21,153
Total	\$30,125,362		\$134,108

Estimated Contribution

\$134,108

Workers' Compensation – Fully Funded Provisions

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this CCS will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This CCS does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of the Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claims Reporting: For Workers' Compensation claims arising during the Participation Period, the Fund Member agrees to report those claims timely and solely to the Fund. The report of Workers' Compensation claims to any other entity will waive all Fund liability under this CCS for those claims, regardless of reporting sequence. Any fines levied against the Fund for the Fund Member's failure to comply with the rules and regulations of the Act will be the Fund Member's sole responsibility.

Seasonal Benefits Adjustments: The Fund adjusts weekly workers' compensation Temporary Income Benefits (TIBS) to zero during specific holiday periods. Benefit adjustments are always made during the summer, Thanksgiving, spring, and winter breaks. Other extended holiday periods may also trigger benefit adjustments.



Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. After the proposal is bound by the Fund, an email will be sent to the Program Coordinators listed below with instructions for confirming or updating Fund Member contact information. If the Coordinator listed has changed or the Coordinator's name and email address are not listed, please follow the instructions in the email.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF-Auto	Belinda Aaron	Associate Vice President, Fiscal Affairs	baaron@com.edu
TASB RMF-Liability	Belinda Aaron	Associate Vice President, Fiscal Affairs	baaron@com.edu
TASB RMF-Unemployment Compensation	Michael McGee	Executive Director, Human Resources	mmcgee5@com.edu
TASB RMF-Workers' Compensation	Michael McGee	Executive Director, Human Resources	mmcgee5@com.edu



Contribution & Coverage Summary General Provisions

Coverage: This CCS, the Fund's corresponding coverage agreements and their endorsements, the Fund Member's questionnaire, the Interlocal Participation Agreement (IPA), and the documents incorporated by reference into any of those documents, all for this Participation Period, outline the coverage terms and limits.

Claims Reporting: The Fund Member will provide timely notice of all claims to the Fund as required in the IPA, the applicable Fund coverage agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund will determine the contribution for each program and how each contribution is applied.

Termination: In addition to any CCS-specific provisions, the IPA outlines the termination-related provisions that govern this CCS. These provisions include the following: this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

Fund Member Authorization:

I have read, approved, and agreed to this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and understand that my signature below contractually binds the entity I represent to this CCS and any other coverage-related or Fund participation agreements.

Authorized Signature

Date

Printed Name

Title



MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: July 27, 2026

Subject: Recommendation to adopt revisions to COM Local Policies

AGENDA ITEM DESCRIPTION

Discussion and possible action on the proposed revisions to COM Local Policies.

Presented and recommended for approval to the Board of Trustees on July 27, 2026.

PURPOSE

To consider the adoption of new and revised local policies to ensure compliance with current state and federal law and alignment with best practices in governance and district operations.

BACKGROUND

The Texas Association of School Boards (TASB) periodically reviews and updates its policy recommendations to reflect changes in state and federal law, administrative rules, and governance best practices. COM Administration has reviewed the proposed updates, made adjustments to these and other policies to align with COM practices, and recommends adoption to ensure the District's policy manual remains current and legally compliant.

FUNDING SOURCE

Not applicable

PROPOSED MOTION

"I move the Board of Trustees adopt the revisions to local policies as presented."

ATTACHMENT(S)

1. BD (Local) Draft/Final – *Board Meetings*
2. EA (Local) Draft/Final – *Academic Year and Calendar*
3. FDA (Local) Draft/Final – *Tuition and Fees: Residency*

BOARD MEETINGS

BD
(LOCAL)

**Meeting Place
and Time**

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall typically be held on the ~~fourth Monday~~ fourth Monday of each month at ~~1:30 p.m.~~ 1:30 p.m. at the Conference Center, unless otherwise provided by the Board.

Special or
Emergency
Meetings

The Board Chairperson shall call a special meeting at the Board Chairperson's discretion or on request by two members of the Board.

The Board Chairperson shall call an emergency meeting when it is determined that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Submission of
Topics

A Board member may request that a subject be included on the agenda for a meeting. The deadline for submitting items for inclusion on the agenda is at least seven calendar days before the meeting.

Preparation

At least seven calendar days before the meeting, the College President shall compile for review by the Board Chairperson all topics timely submitted by Board members, topics requested by the Board, and topics suggested by the College President.

The Board Chairperson and the College President shall confer regarding the proposed topics, and the Board Chairperson shall determine the topics for the official meeting agenda. The Board Chairperson shall not refuse to assign a topic requested by a Board member to an agenda and, once assigned, shall not have the authority to remove the topic from the agenda without that Board member's specific authorization.

Consent Agenda

When the agenda is prepared, the Board Chairperson shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least ~~72 hours~~ three business days prior to the scheduled ~~time~~ date of the meeting and at least one hour prior to the time of an emergency meeting.

BOARD MEETINGS

BD
(LOCAL)

Closed Meeting	Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, as provided by law. The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BDA]
Order of Business	The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed at the discretion of the Board Chairperson or the Board. Items listed for closed session discussion may be discussed and/or approved in open session and vice versa, as permitted by law.
Rules of Order	The Board shall observe the parliamentary procedures as found in <i>Robert's Rules of Order, Newly Revised</i> , except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by a two-thirds vote of the members present.
Voting	Voting shall be by voice vote or show of hands, as directed by the Board Chairperson. The name of the person making a motion, the name of the person seconding the motion, and the names of those voting shall be recorded in the minutes.
Minutes	Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board Chairperson and the Board Secretary. The official minutes of the Board shall be posted on the College District's website online through BoardBook.
Discussions and Limitation	Discussions shall be addressed to the Board Chairperson and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board Chairperson shall halt discussion that does not apply to the business before the Board.

BOARD MEETINGS

BD
(LOCAL)

**Meeting Place
and Time**

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall typically be held on the fourth Monday of each month at 1:30 p.m. at the Conference Center, unless otherwise provided by the Board.

Special or
Emergency
Meetings

The Board Chairperson shall call a special meeting at the Board Chairperson's discretion or on request by two members of the Board.

The Board Chairperson shall call an emergency meeting when it is determined that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Submission of
Topics

A Board member may request that a subject be included on the agenda for a meeting. The deadline for submitting items for inclusion on the agenda is at least seven calendar days before the meeting.

Preparation

At least seven calendar days before the meeting, the College President shall compile for review by the Board Chairperson all topics timely submitted by Board members, topics requested by the Board, and topics suggested by the College President.

The Board Chairperson and the College President shall confer regarding the proposed topics, and the Board Chairperson shall determine the topics for the official meeting agenda. The Board Chairperson shall not refuse to assign a topic requested by a Board member to an agenda and, once assigned, shall not have the authority to remove the topic from the agenda without that Board member's specific authorization.

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When the agenda is prepared, the Board Chairperson shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least three business days prior to the scheduled date of the meeting and at least one hour prior to the time of an emergency meeting.

BOARD MEETINGS

BD
(LOCAL)

Closed Meeting	Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, as provided by law. The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BDA]
Order of Business	The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed at the discretion of the Board Chairperson or the Board. Items listed for closed session discussion may be discussed and/or approved in open session and vice versa, as permitted by law.
Rules of Order	The Board shall observe the parliamentary procedures as found in <i>Robert's Rules of Order, Newly Revised</i> , except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by a two-thirds vote of the members present.
Voting	Voting shall be by voice vote or show of hands, as directed by the Board Chairperson. The name of the person making a motion, the name of the person seconding the motion, and the names of those voting shall be recorded in the minutes.
Minutes	Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board Chairperson and the Board Secretary. The official minutes of the Board shall be posted on the College District's website online through BoardBook.
Discussions and Limitation	Discussions shall be addressed to the Board Chairperson and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board Chairperson shall halt discussion that does not apply to the business before the Board.

ACADEMIC YEAR AND CALENDAR

EA
(LOCAL)

The Board shall approve the College District's ~~proposed~~ academic calendar(s) for each academic year. ~~The calendar shall include dates for registration, holidays, college closures, course drops and withdrawals, census, commencement and the start and end date for each semester and term.~~ As necessary, the Board may amend the calendar.

The calendar shall be published in the College District catalog and other College District publications as appropriate.

ACADEMIC YEAR AND CALENDAR

EA
(LOCAL)

The Board shall approve the College District's academic calendar(s) for each academic year. As necessary, the Board may amend the calendar.

The calendar shall be published in the College District catalog and other College District publications as appropriate.

TUITION AND FEES
RESIDENCY

FDA
(LOCAL)

Residence Status
Determination
Official

The Board shall designate a residence status determination official for the College District. The legal residence of each applicant, for tuition purposes, shall be determined by the residence status determination official in accordance with procedures adopted for that purpose to comply with state law.

TUITION AND FEES
RESIDENCY

FDA
(LOCAL)

**Residence Status
Determination
Official**

The Board shall designate a residence status determination official for the College District. The legal residence of each applicant, for tuition purposes, shall be determined by the residence status determination official in accordance with procedures adopted for that purpose to comply with state law.



MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: July 27, 2026

Subject: Non-Contractual Positions Hiring Report

AGENDA ITEM DESCRIPTION

Presented for recommended acceptance of Non-Contractual Positions Hiring Report.

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.

FUNDING SOURCE

Administrative Assistant III - \$45,546 from budget code 11-0-0000-4133-5160
Administrative Assistant IV - \$50,101 from budget code 11-0-0000-1315-5160
Assistant Professor, Speech Communication (FT temporary) - \$59,013 from budget code 11-0-0000-1112-5100

PROPOSED MOTION

"I move the Board of Trustees to accept the Non-Contractual Positions Hiring Report as written."

ATTACHMENT(S)

Non-contractual Positions Hiring Report

	POSITION	DEPARTMENT	CLASS SUMMARY	POSITION STATUS	SELECTED CANDIDATE	SALARY	SALARY RANGE
1	Administrative Assistant III	Dual Credit	Provides a variety of administrative support duties in relation to a designated program in an assigned area.	Replacement for Judy Pryor	Lea sharp	\$45,546	\$36,437 - \$45,546 - \$54,656
2	Administrative Assistant IV	Allied Health/HIM	Provides varied secretarial and office administrative assistance to the Health Profession department and associated professional staff. In addition to providing secretarial and office administrative services for a designated unit or section and related supervisory and/or professional staff, incumbents also have responsibility for the work of additional office support personnel.	Replacement for LaRenda Goudie	Geneva Champagne	\$50,101	\$40,081 - \$50,101 - \$60,121
3	Assistant Professor - Speech Communication (FT Temporary)	Humanities	Responsible for providing instruction within the appropriate department/program. Provide scheduled office hours for student consultation. Serve on college committees as needed and assigned. Participate in student-oriented instructional and advisement activities as needed and assigned.	Replacment for Juliana Garcia	Thomas George	\$59,013	\$45,395 - \$59,013 - \$72,628
4							
5							
6							
7							
8							



PRESIDENT'S OFFICE

Consideration of and Possible Action to Set the Date for the
December Board of Trustees Meeting

I move the Board set the date for the December Board of Trustees
meeting on Monday, December 7, 2026, 1:30 p.m.



MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: June 23, 2026

Subject: 2027-2028, 2028-2029, 2029-2030 Academic Calendars

AGENDA ITEM DESCRIPTION

Consider approval of the proposed 2027-2028, 2028-2029, and 2029-2030 Academic Calendars.

PURPOSE

In accordance with EA (Local), the Board of Trustees must approve the Academic Calendar.

BACKGROUND

The 2027-2028, 2028-2029, 2029-2030 Academic Calendars were developed with input from the President's Cabinet which includes Academic Affairs, Student Affairs, Fiscal Affairs, Institutional Advancement and Constituent Leaders. Both Academic and Student Affairs deans have also approved.

FUNDING SOURCE

N/A

PROPOSED MOTION

Motion to be acted upon: "I move the Board of Trustees approve the proposed 2027-2028, 2028-2029, 2029-2030 Academic Calendars as presented by Administration."

ATTACHMENT(S)

1. 2027-2030 Academic Calendars (Proposed)

COLLEGE OF THE MAINLAND ACADEMIC CALENDARS 2027-2030

PROPOSED

F A L L	27-28		28-29	29-30
	Last Day of SU	8/6/2027	8/4/2028	8/10/2029
	Faculty Return FA	8/9/2027	8/14/2028	8/13/2029
	Convocation FA	8/9 - 8/13/2027	8/14-8/18/2028	8/13-8/17/2029
	Start of Semester FA 16wk & 1 st 8wk	8/16/2027	8/21/2028	8/20/2029
	Last Day of FA 1 st 8wk	10/7/2027	10/12/2028	10/11/2029
	Grades Due FA 1 st 8wk	10/8/2027	10/13/2028	10/12/2029
	Start of FA 2 nd 8wk	10/11/2027	10/16/2028	10/15/2029
	Last Day of FA 16wk & 2 nd 8wk	12/2/2027	12/7/2028	12/6/2029
	Grades Due FA	12/3/2027	12/8/2028	12/7/2029
	Graduation FA	12/4/2027	12/9/2028	12/8/2029

MINI	Start of Dec Mini Session	12/6/2027	12/11/2028	12/10/2029
	Last Day of Dec Mini Session	12/24/2027	12/29/2028	12/28/2029
	Grades Due for Dec Mini Session	12/24/2027	12/29/2028	12/28/2029

Winter Break	12/11/27-1/2/28	12/12/28-1/1/29	12/12/29-1/1/30
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SPRING	Faculty Return SPR	1/3/2028	1/8/2029	1/7/2030
	Convocation SPR	1/3-1/7/2028	1/8-1/12/2029	1/7-1/11/2030
	Start of Semester SPR 16wk & 1 st 8wk	1/10/2028	1/16/2029	1/14/2030
	MLK	1/17/2028	1/15/2029	1/21/2030
	Last Day of SPR 1 st 8wk	3/2/2028	3/8/2029	3/7/2030
	Grades Due SPR 1 st 8wk	3/3/2028	3/9/2029	3/8/2030
	Spring Break	3/6 3/12/2028	3/12-3/18/2029	3/11-3/17/2030
	Last Day of SPR 16wk & 2 nd 8wk	5/4/2028	5/10/2029	5/9/2030
	Grades Due SPR	5/5/2028	5/11/2029	5/10/2030
	Graduation SPR	5/6/2028	5/12/2029	5/11/2030

MINI	Start of May Mini	5/8/2028	5/14/2029	5/13/2030
	Last Day of May Mini Session	5/26/2028	6/1/2029	5/31/2030
	Grades Due for May Mini Session	5/26/2028	6/1/2029	5/31/2030

SUMMER	Start of Semester SU 10wk & 1 st 5wk	5/30/2028	6/4/2029	6/3/2030
	Last Day of SU 1 st 5wk	6/30/2028	7/6/2029	7/5/2030
	Grade Due SU 1 st 5wk	7/3/2028	7/9/2029	7/8/2030
	Start of SU 2 nd 5wk	7/3/2028	7/9/2029	7/8/2030
	Last Day of SU 10wk & 2 nd 5wk	8/4/2028	8/10/2026	8/9/2027
	Grades Due SU	8/7/2028	8/13/2026	8/12/2027



MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: July 14, 2026

Subject: Renaming of old “Public Safety Careers” building to “Cosmetology & Culinary Careers”

AGENDA ITEM DESCRIPTION

Approval to officially rename the old Public Safety Careers building to “Cosmetology & Culinary Careers”

PURPOSE

Align the building name with its future intended utilization

BACKGROUND

With the new Public Safety Careers building now open, the College needs to officially rename the old Public Safety Careers building to reflect its future utilization. The name “Cosmetology & Culinary Careers” achieves that and follows the approved College building naming convention protocols.

FUNDING SOURCE

N/A

PROPOSED MOTION

“I move the Board of Trustees to approve the official renaming of the old “Public Safety Careers” building to “Cosmetology & Culinary Careers.”

ATTACHMENT(S)

Building naming convention document



Building Naming Conventions

Last updated: Aug. 14, 2025

Created by: COM Marketing & Public Affairs (MPA)

PURPOSE

To establish a consistent, clear and intuitive naming convention for all campus buildings to support navigation, branding and long-term signage consistency. This guide ensures names are user-friendly for students, employees and visitors while aligning with best practices in campus wayfinding and public communication.

Naming Principles Based on Best Practices

- ***Names should reflect function, not just form.*** People navigate by purpose (“Where do I register?”), not acronyms or interior layouts.
- ***Descriptors help set expectations.*** “Building” or “Center” gives users mental cues about use or scale.
- ***Consistency reduces confusion.*** Clear patterns allow new users to intuitively understand space types without memorizing unique names.



NAMING CONVENTIONS BY FACILITY TYPE

Facility Type	Naming Rule	Examples
Academic or Instructional Buildings	Use facility name only, no descriptors	Workforce Education Welding, Industrial Careers
Transactional or Administrative Services	Add “Building” after the name to signal a formal office structure	“Doyle Family Administration Building” or “College Services Building”
Community-Facing or Multi-Use Facilities	Add “Center” to indicate public-facing, shared-use function	Library & Learning Center Conference Center Corporate Training Center



Board Report

Presenter: Board Chair

A. Miscellaneous Updates



PRESIDENT'S OFFICE

President's Report

Presenter: Dr. Helen Brewer

- a. Updates
 - 1. Annual Report to the Community
- b. Reminders/Announcements
 - 1. Board Meetings
 - a. August 2026 – Monday, August 24, 2026
 - b. September 2026 – Monday, September 28, 2026
 - c. October 2026 – Monday, October 26, 2026
 - 2. Convocation – Monday, August 10, 2026, 8:30 a.m., Conference Center
 - 3. Public Safety Careers Building Grand Opening – Thursday, September 10, 2026, 3-5 p.m.
- c. Resignations and Retirement Report
- d. Miscellaneous Updates



PRESIDENT'S OFFICE

Resignations & Retirements

Last Name	First Name	Position	Hire Date	Last Date of Work	Separation Reason
Haduch	Nicole	Accounting Specialist IV - AR Lead	06/19/2019	06/30/2026	Resignation
Sorto	Edith	Administrative Assistant III	03/03/2025	07/02/2026	Resignation
Farson	Kim	Administrative Assistant V	01/02/2006	07/17/2026	Resignation
Reed	Domingue	Enrollment Coach	06/02/2025	07/23/2026	Resignation
Faust	Isabelle	Scholarship Specialist	08/01/2023	07/24/2026	Resignation
Hunsucker	Jamie	Faculty – Cosmetology	01/03/2006	12/31/2026	Retirement



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

Discussion of the President's Annual Evaluation



PRESIDENT'S OFFICE

Possible Action on Agenda Items, Including Closed Session Matters

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