



## **Notice/Agenda of March 2022 Regular Board Meeting**

**The Board of Trustees  
College of the Mainland  
Doyle Family Administration Boardroom (A129)  
Wednesday, March 30, 2022  
1200 Amburn Road  
Texas City, TX 77591**

March 2022 Regular Board Meeting of the Board of Trustees of College of the Mainland will be held Wednesday, March 30, 2022, beginning at 1:30 PM in the Doyle Family Administration Boardroom (A129 ), 1200 Amburn Road, Texas City, Texas 77591.

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

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

1. **Call to Order**
2. **Pledge of Allegiance (American Flag), Texas Pledge & a Moment of Silence**
3. **Roll Call & Determination of Quorum**
4. **Minutes**
  - A. Consideration of and Possible Action to Approve the Full Board Minutes of Monday, February 28, 2022
5. **Comments from the Community**
  - A. Students
  - B. Employees
  - C. Other Citizens
6. **Constituent Leader Activity Reports**
  - A. Student Government Association (SGA) - Emily Escobar, SGA President
  - B. Faculty Senate - Dr. Elaine Childs
7. **Consideration of and Possible Action to Approve the 2023-2024 and 2024-2025 Academic Calendars and the Updated 2022-2023 Academic Calendar**
8. **Policy**
  - A. Consideration of and Possible Action to Approve the Revisions of COM Policy DIAA
9. **Human Resources Items**
  - A. Appointment Nominations
    1. Consideration of and Possible Action to Approve the Appointment Nomination of Connor Jennings to the Position of Academic Advisor, Student Success Center
  - B. Non-Contractual Hiring Report

10. **Consideration of and Possible Action to Approve an Amendment to Contract 20-22 (TAB Technologies) for a Contract Increase Not-to-Exceed \$15,150 to Perform the Commission Testing of the New Glycol Separation Unit**
11. **Consideration of and Possible Action to Approve the Renewal of the Interlocal Participation Agreement with the TASB Management Fund**
12. **Financial Report(s)**
  - A. Consideration of and Possible Acceptance of the February 2022 Investment and the February 2022 Financial Reports
  - B. Consideration of and Possible Acceptance of the February 2022 Quarterly Investment Report
13. **Board Report**
14. **President's Report**
  - A. Updates
  - B. Reminders/Announcements
    1. Board Meetings
      - April 2022 - Monday, April 25th, 1:30 p.m.
      - May 2022 - Monday, May 23rd, 1:30 p.m.
    2. Save the Date: Employee Recognition Dinner
      - Friday, April 1<sup>st</sup>
      - 5:00 p.m. (Social Hour) 6:00 p.m. (Recognition Dinner)
    3. Spring 2022 Graduation - Saturday, May 14th, Abundant Life Center
  - C. Resignations and Retirement Report
  - D. Miscellaneous
15. **Adjournment to closed or executive session pursuant to Texas Government Code of the Open Meetings Act**  
*Reference Section 551.072 - deliberation regarding real property*
16. **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, Friday, March 25, 2022, 3:00 P.M..



Rosie E. Rojas  
Board Clerk

## **Administration**

President Warren Nichols Ed.D.  
Vice President Jerry Fliger, Ph.D.  
Vice President Clen Burton, Ph.D.  
Vice President Helen Brewer, Ph.D.



PRESIDENT'S OFFICE

# Call to Order

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



PRESIDENT'S OFFICE

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

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



College of the Mainland  
Board of Trustees  
2021-2023

Dr. Bill McGarvey,  
Board Chair  
808 Buttonwood Dr.  
Texas City, TX 77591  
409-770-3537  
[wmcgarvey@gmail.com](mailto:wmcgarvey@gmail.com)

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

Mrs. Melissa Skipworth,  
Board Secretary  
1061 Misty Cliff  
Dickinson, TX 77539  
281-684-9146  
[mskipworth@com.edu](mailto:mskipworth@com.edu)

Dr. Verna J. Henson,  
Trustee  
7306 Heron Ln.  
Texas City, TX 77591  
409-995-0948  
[vhenson@com.edu](mailto:vhenson@com.edu)

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

Mrs. Dawn King,  
Trustee  
P.O. Box 1105  
Dickinson, TX 77539  
832-860-0663  
[dking4@com.edu](mailto:dking4@com.edu)

Mr. Don Gartman,  
Trustee  
2538 Quaker Dr.  
Texas City, 77590  
409-739-2618  
[dgartman@com.edu](mailto:dgartman@com.edu)



## **MINUTE ORDER**

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: March 30, 2022  
Subject: Full Board Minutes

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

### **MINUTE ORDER**

Motion to be acted upon: "I move the Board of Trustees approve the Full Board Minutes of February 28, 2022."

### **PURPOSE**

To ensure accuracy of the monthly minutes.

### **BACKGROUND**

Minutes are brought forward every month for approval.

### **IMPLICATIONS**

Financial: N/A

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

Human Resources: N/A

### Attachments

1. Minutes of 2/28/22

**College of the Mainland Board of Trustees  
Minutes of Monday, February 28, 2022  
1:30 p.m., COM Doyle Family Administration Boardroom**

**Call to Order**

Bill McGarvey called the meeting to order at 1:30 p.m.

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

**Roll Call & Determination of Quorum**

Roll call indicated that all Trustees were present.

**Minutes**

**Consideration of and Possible Action to Approve the Full Board Minutes of Monday, January 24, 2022**

Melissa Skipworth moved for approval of the Full Board Minutes of Monday, January 24, 2022. Alan Waters seconded the motion; all voted in approval.

**Comments from the Community**

There were no comments this month.

**Constituent Leader Activity Reports**

Student Government Association (SGA) – Emily Escobar, SGA President, updated the Board on student activities.

**Human Resources Items**

**Consideration of and Possible Action on the Appointment Nomination of Diana Bacon to the Position of Professional Nursing Tutor, Nursing Department**

Alan Waters moved the Board of Trustees approve the appointment of Diana Bacon to the position of Professional Nursing Tutor, Nursing Department. Verna Henson seconded the motion; all voted in approval.

**Consideration of and Possible Action on the Appointment Nomination of Laura Schrettner to the Position of Radiography Program Coordinator, Program Development Department**

Melissa Skipworth moved the Board of Trustees approve the appointment nomination of Laura Schrettner to the position of Radiography Program Coordinator, Program Development Department. Verna Henson seconded the motion; all voted in approval.

**Policy**

**Local Policy**

**Consideration of and Possible Action to Approve the Revisions of COM**

**Policies BBD; CF; CHA; CHF; CKD; CM; DEC; DK; DMD; ECC; FFDA; FLB; and GCB**

**BBD (Local)- Draft/Final; Board Members: Orientation and Training**

**CF (Local)- Draft/Final; Purchasing and Acquisition**

**CHA (Local)- Draft/Final; Site Management: Security**

**CHF (Local) – Draft/Final; Site Management: Weapons**

**CKD (Local) – Draft/Final; Insurance and Annuities Management: Health and Life Insurance**

**CM (Local)- Draft/Final; Facilities Construction**

**DEC (Local)- Draft/Final; Compensation and Benefits: Leaves and Absences**

**DK (Local)- Draft/Final; Professional Development**

**DMD (Local)- Draft/Final; Termination of Employment: Resignation**

**ECC (Local)- Draft/Final; Instructional Arrangements: Course Load and Schedules**

**FFDA (Local)- Draft/Final; Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence**

**FLB (Local)- Draft/Final; Student Rights and Responsibilities: Student Conduct  
GCB (Local) – Draft/Final; Public Information Program: Requests for Information**

Don Gartman moved the Board of Trustees approve the revisions of COM Policies BBD; CF; CHA; CHF; CKD; CM; DEC; DK; DMD; ECC; FFDA; FLB; and GCB. Alan Waters seconded the motion; all voted in approval.

**TASB Update 42 - Provided for BOT Review**

Chris Brasher, Staff Attorney, reviewed the update on legal policies.

**Consideration of and Possible Action to Increase Contract 21-06 for an Additional Amount of \$54,534 to be Paid using the Title V Grant Funds for a New Not-to-Exceed Contract Amount of \$278,193 for Zogotech Software Licenses**

Verna Henson moved the Board of Trustees increase contract 21-06 for an additional amount of \$54,534 to be paid using Title V Grant funds for a new not-to-exceed contract amount of \$278,193 for Zogotech software licenses. Alan Waters seconded the motion; all voted in approval.

**Consideration of and Possible Action to Approve an Increase of \$355,445 to Contract 19-12 for Extended Construction Project Management Services**

Alan Waters moved the Board of Trustees approve an increase of \$355,445 to contract 19-12 for extended construction project management services. Verna Henson seconded the motion; all voted in approval.

**Consideration of and Possible Approval to Award Contract 21-14 Guaranteed Maximum Price (GMP) as Proposed by Turner Construction for the Renovation and Expansion of Fine Arts Building (FAB) in the Amount Not-to-Exceed \$10,994,654 to be Paid from 2018 Bond Funds**

Alan Waters moved to approve award of contract 21-14 Guaranteed Maximum Price (GMP) as proposed by Turner Construction for the Renovation and Expansion of Fine Arts Building (FAB) in the amount not-to-exceed \$10,994,654 to be paid from 2018 bond funds. Melissa Skipworth seconded the motion; all voted in approval.

**Consideration of and Possible Approval of an Increase to Contract 21-15 Student Center Landscaping and Hardscape Services for an Additional \$6,745, Revising the Contract Total from \$153,000 to \$159,745**

Melissa Skipworth moved the Board of Trustees approve an increase to contract 21-15 Student Center landscaping and hardscape services for an additional \$6,745, revising the contract total from \$153,000 to \$159,745. Don Gartman seconded the motion; all voted in approval.

**Consideration of and Possible Action to Award Contract 22-04 to AAR Incorporated for the Abatement and Demolition Services of the Existing Math/Science Building for a Contract Amount Not-to-Exceed \$239,925 to be Paid with 2018 Bond Funds**

Alan Waters moved the Board of Trustees approve award of contract 22-04 to AAR Incorporated for the abatement and demolition of the existing Math/Science building for a contract amount not-to exceed \$239,925 to be paid with 2018 bond funds. Don Gartman seconded the motion; all voted in approval.

**Consideration of and Possible Action to Award Contract 22-13 for the PE Building Roof Replacement for an Amount Not-to-Exceed \$107,000**

Melissa Skipworth moved the Board of Trustees award contract 22-13 for the PE building roof replacement for an amount not-to exceed \$107,000 (The Garland Company). Verna Henson seconded the motion; all voted in approval.

**Financial Report(s)**

**Consideration of and Possible Acceptance of the January 2022 Investment and Financial Reports**

Don Gartman moved the Board of Trustees accept the January 2022 Investment and Financial Reports. Alan Waters seconded the motion; all voted in approval.

## Board Report

No Board Report this month.

## President's Report

### Updates

**Opening Doors Scholarship Program** – Dr. Lisa Watson updated the Board on the Opening Doors Scholarship Program

### Reminders/Announcements

### Board Meetings

**March 2022 – Wednesday, March 30th**

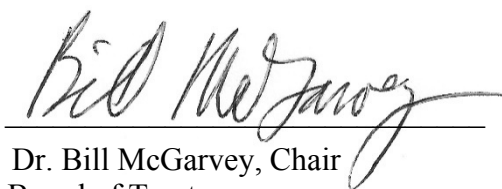
**April 2022 – Monday, April 25th**

**Save the Date: Employee Recognition Dinner** – Friday, April 1<sup>st</sup>, 5:00 p.m. (Social Hour), 6:00 p.m. (Recognition Dinner)

**Adjournment at 2:28 p.m.**



Melissa Skipworth, Secretary  
Board of Trustees



Dr. Bill McGarvey, Chair  
Board of Trustees

## Comments from the Community

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

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



PRESIDENT'S OFFICE

## Constituents Leader Activity Reports

- A. Student Government Association (SGA) –  
Emily Escobar, SGA President
  
- B. Faculty Senate – Dr. Elaine Childs



## MINUTE ORDER

To: Board of Trustees

From: Dr. Warren Nichols, President

Date: March 30, 2022

Subject: 2023-2024 and 2024-2025 Academic Calendars and Updated 2022-2023 Academic Calendar

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

### MINUTE ORDER

Motion to be acted upon: "I move the Board of Trustees approve the 2023-2024 and 2024-2025 Academic Calendars and the updated 2022-2023 Academic Calendar."

### PURPOSE

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

### BACKGROUND

The 2023-2024 and 2024-2025 Academic Calendars and the updated 2022-2023 Academic Calendar have been developed with input from the President's Cabinet which includes Instruction, Student Services, and Fiscal Affairs.

### IMPLICATIONS

Financial: N/A

Strategic Goal #1: College of the Mainland will eliminate obstacles from the student's pathway as they proceed on their academic journey.

Human Resources: N/A

### Attachments

1. Academic Calendar 23-24 (Draft)
2. Academic Calendar 24-25 (Draft)
3. Academic Calendar 22-23 (Updated)

## 2023-2024 College of the Mainland Academic Calendar

### AUGUST 2023

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

8/1	Continuing Education Fall Registration Begins
8/5	Last Day of Summer 2023 Saturday Classes
8/11	Last Day of Monday-Friday Summer 2023 Classes
8/14	Summer 2023 Grades Due by Noon
8/15	Fee Payment Deadline for Fall 2023 Due
8/21	Faculty return
8/21-25	Convocation Week
8/26	Last Day to Register for Fall 2023
8/28	Fall 2023 16 Week and 1 <sup>st</sup> 8 Week Monday-Friday classes begin

### SEPTEMBER 2023

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

9/2	Saturday classes begin for Fall 2023
9/4	College Closed, Labor Day
9/5	Fall 2023 1 <sup>st</sup> 8-Week Census Day
9/13	Census Date for Fall 2023, 16-week classes

### OCTOBER 2023

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

10/11	Fall 2023 1 <sup>st</sup> 8-Week "W-Day"
10/20	Fall 2023 1 <sup>st</sup> 8-Week, Last Day of Class
10/20	Last Day to Register for Fall 2023 2 <sup>nd</sup> 8-week classes
10/23	Fall 2023 1 <sup>st</sup> 8-Week Grades due by Noon
10/23	Fall 2023 2 <sup>nd</sup> 8-Week Classes begin.
10/30	Fall 2023 2 <sup>nd</sup> 8-Week Census Day
10/31	Deadline to submit Fall 2023 Graduation Application

### NOVEMBER 2023

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

11/1	Priority Deadline for Spring 2024 FAFSA
11/7	Spring 2023 Registration Begins
11/23-26	College Closed, Thanksgiving Holidays
11/27	Fall 2023 Classes Resume
11/28	W-Day, Fall 2023 16 Week Classes

## DECEMBER 2023

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

12/1	Continuing Education Spring Registration Begins
12/7	Fall 2023 2 <sup>nd</sup> 8-week W-Day.
12/9	Last Day of Fall 2023 Saturday Classes
12/15	Last Day of Fall 2023 16-week and 2 <sup>nd</sup> 8-week Monday-Friday Classes
12/15	All Fall 2023 Grades Due by 12 Noon.
12/16	Fall 2023 Commencement
12/18-1/1	College Closed, Winter Holidays

## JANUARY 2024

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1/2	College Reopens, Staff Returns.
1/2	Spring 2024 Campus Registration Resumes
1/6	Fee Payment deadline due
1/6	Saturday Registration (times)
1/8	Faculty Return
1/8-12	Convocation Week
1/12	Last Day to Register for Spring 2024
1/15	College Closed, Martin Luther King Jr. Day Observed
1/16	Spring 2024 16-Week and 2 <sup>nd</sup> 8-Week Classes Begin.
1/20	Spring 2024 Saturday Classes Begin
1/23	Spring 2024 1 <sup>st</sup> 8-Week, Census Day
1/31	Spring 2024 16-Week Classes, Census Date

## FEBRUARY 2024

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

2/28	Spring 2024 1 <sup>st</sup> 8-Week, W-Day
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## MARCH 2024

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

3/8	Last Day for Spring 2024 1 <sup>st</sup> 8-Week Classes
3/8	Spring 2024 2 <sup>nd</sup> 8-Week Last day to Register
3/11-17	College Closed, Spring Break
3/18	Spring 2024 16 Week Classes Resume, 2 <sup>nd</sup> 8-week Classes Begin
3/18	Spring 2024 1 <sup>st</sup> 8-Week grades due at Noon
3/25	Spring 2024 2 <sup>nd</sup> 8-Week Census Date
3/29-31	College Closed, Spring Holiday

## APRIL 2024

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

4/1	Deadline to submit Spring 2024 Graduation Application
4/9	Summer and Fall 2024 Registration Begins
4/22	Spring 2024 16-Week Classes, W-Day

## MAY 2024

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

5/1	Continuing Education Summer Registration Begins
5/1	Priority Deadline for Summer 2024 FAFSA
5/1	Spring 2024 2 <sup>nd</sup> 8-Week, W-Day
5/4	Spring 2024, Last day of Saturday Classes
5/10	Last Day of Class for Spring 2024 16-Week and 2 <sup>nd</sup> 8-Week Classes
5/10	Grades for Graduating Students due by Noon
5/10	Spring 2024 Mini Session, Last Day to Register
5/11	Spring 2024 Commencement Ceremony
5/13	All Spring 2024 Grades Due by Noon
5/13	Spring 2024 Mini Session Begins
5/14	Spring 2024 Mini Session, Census Day
5/21	Summer 2024 Fee Payment Deadline Due
5/27	College Closed, Memorial Day Holiday
5/29	Spring 2024 Mini Session, W-Day
5/31	Last Day of Class for Spring 2024 Mini Session, Grades Due by 5pm
5/31	Last Day to Register for Summer 2024 10-Week and 1 <sup>st</sup> 5-Week Sessions

## JUNE 2024

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

6/1	Priority Deadline for Fall 2024 FAFSA
6/3	Summer 2024 10-Week and 1st 5-Week Session Begins
6/6	Summer 2024 1 <sup>st</sup> 5-Week, Census Date
6/8	Summer 2024 Saturday Classes Begin
6/11	Summer 2024 10-Weeks, Census Day
6/28	Summer 2024 1 <sup>st</sup> 5-Week, W-Day

## JULY 2024

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

7/4	College Closed, Independence Day Observed
7/5	Last Day of Summer 2024 1 <sup>st</sup> 5-Week Classes
7/5	Last Day to Register for Summer 2025 2nd 5-Week Session
7/8	Summer 2024 1 <sup>st</sup> 5-Week Grades due by Noon
7/8	Summer 2024 2 <sup>nd</sup> 5-Week Classes Begin
7/11	Summer 2024 2 <sup>nd</sup> 5-Week Classes, Census Day
7/29	Summer 2024 10-Weeks Classes, W-Day

## AUGUST 2024

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

8/1	Continuing Education Fall 2024 Registration Begins
8/2	Summer 2024 2 <sup>nd</sup> 5-Week Classes, W-Day
8/9	Last Day of Class Summer 2024 10-Week and 2 <sup>nd</sup> 5-Week Classes
8/12	Summer 2024 Grades Due By Noon

# 2024-2025 College of the Mainland Academic Calendar

## AUGUST 2024

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

8/1	Continuing Education Fall Registration Begins
8/3	Last Day of Summer 2024 Saturday Classes
8/9	Last Day of Monday-Friday Summer 2024 Classes
8/12	Summer 2024 Grades Due by Noon
8/13	Fee Payment Deadline for Fall 2024 Due
8/19	Faculty return
8/19-23	Convocation Week
8/24	Saturday Registration, Last Day to Register for Fall 2024
8/26	Fall 2024 16 Week and 1 <sup>st</sup> 8 Week Monday-Friday classes begin
8/31	Saturday classes begin for Fall 2024

## SEPTEMBER 2024

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

9/2	College Closed, Labor Day
9/3	Fall 2024 1st 8-Week Census Day
9/11	Census Date for Fall 2024, 16-week classes

## OCTOBER 2024

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

10/9	Fall 2024 1 <sup>st</sup> 8-Week "W-Day"
10/18	Fall 2024 1 <sup>st</sup> 8-Week, Last Day of Class
10/18	Last Day to Register for Fall 2024 2 <sup>nd</sup> 8-week classes
10/21	Fall 2024 1 <sup>st</sup> 8-Week Grades due by Noon
10/21	Fall 2024 2 <sup>nd</sup> 8-Week Classes begin.
10/28	Fall 2024 2 <sup>nd</sup> 8-Week Census Day
10/31	Deadline to submit Fall 2023 Graduation Application

## NOVEMBER 2024

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

11/1	Priority Deadline for Spring 2025 FAFSA
11/5	Spring 2025 Registration Begins
11/22	W-Day, Fall 2024 16 Week Classes
11/28-12/2	College Closed, Thanksgiving Holidays

## DECEMBER 2024

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

12/1	Fall 2024 Classes Resume
12/1	Continuing Education Spring Registration Begins
12/5	Fall 2024 2 <sup>nd</sup> 8-week W-Day.
12/7	Last Day of Fall 2024 Saturday Classes
12/13	Last Day of Fall 2024 16-week and 2 <sup>nd</sup> 8-week Monday-Friday Classes
12/13	All Fall 2024 Grades Due by 12 Noon.
12/14	Fall 2024 Commencement
12/16-1/1	College Closed, Winter Holidays

## JANUARY 2025

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1/2	College Reopens, Staff Returns.
1/2	Spring 2025 Campus Registration Resumes
1/11	Fee Payment deadline due
1/11	Saturday Registration (times)
1/13	Faculty Return
1/13-17	Convocation Week
1/17	Last Day to Register for Spring 2025
1/20	College Closed, Martin Luther King Jr. Day Observed
1/21	Spring 2025 16-Week and 2 <sup>nd</sup> 8-Week Classes Begin.
1/25	Spring 2025 Saturday Classes Begin
1/28	Spring 2025 1 <sup>st</sup> 8-Week, Census Day

## FEBRUARY 2025

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

2/5	Spring 2025 16-Week Classes, Census Date
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## MARCH 2025

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

3/5	Spring 2025 1 <sup>st</sup> 8-weeks, W-Day
3/14	Last Day for Spring 2025 1 <sup>st</sup> 8-Week Classes
3/14	Spring 2025 2 <sup>nd</sup> 8-Week Last day to Register
3/17-23	College Closed, Spring Break
3/24	Spring 2025 16 Week Classes Resume, 2 <sup>nd</sup> 8-week Classes Begin
3/24	Spring 2025 1 <sup>st</sup> 8-Week grades due at Noon
3/31	Spring 2025 2 <sup>nd</sup> 8-Week Census Date
3/31	Deadline to submit Spring 2025 Graduation Application

## APRIL 2025

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

4/8	Summer and Fall 2025 Registration Begins
4/18-20	College Closed, Spring Holiday
4/28	Spring 2025 16-Week Classes, W-Day

## MAY 2025

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

5/1	Continuing Education Summer Registration Begins
5/1	Priority Deadline for Summer 2025 FAFSA
5/7	Spring 2025 2 <sup>nd</sup> 8-Week, W-Day
5/10	Spring 2025, Last day of Saturday Classes
5/16	Last Day of Class for Spring 2025 16-Week and 2 <sup>nd</sup> 8-Week Classes
5/16	Grades for Graduating Students due by Noon
5/16	Spring 2025 Mini Session, Last Day to Register
5/17	Spring 2025 Commencement Ceremony
5/19	All Spring 2025 Grades Due by Noon
5/19	Spring 2025 Mini Session Begins
5/20	Spring 2025 Mini Session, Census Day
5/27	Summer 2025 Fee Payment Deadline Due
5/26	College Closed, Memorial Day Holiday

## JUNE 2025

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

6/1	Priority Deadline for Fall 2025 FAFSA
6/4	Spring 2025 Mini Session, W-Day
6/6	Last Day of Class for Spring 2025 Mini Session, Grades Due by 5pm
6/6	Last Day to Register for Summer 2025 10-Week and 1st 5-Week Sessions
6/9	Summer 2025 10-Week and 1st 5-Week Session Begins
6/12	Summer 2025 1 <sup>st</sup> 5-Week, Census Date
6/14	Summer 2025 Saturday Classes Begin
6/17	Summer 2025 10-Weeks, Census Day

## JULY 2025

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

7/4	College Closed, Independence Day Observed
7/11	Last Day of Summer 2025 1 <sup>st</sup> 5-Week Classes
7/11	Last Day to Register for Summer 2025 2 <sup>nd</sup> 5-Week Session
7/14	Summer 2025 1 <sup>st</sup> 5-Week Grades due by Noon
7/14	Summer 2025 2 <sup>nd</sup> 5-Week Classes Begin
7/17	Summer 2025 2 <sup>nd</sup> 5-Week Classes, Census Day

## AUGUST 2025

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

8/1	Continuing Education Fall 2025 Registration Begins
8/4	Summer 2025 10-Weeks Classes, W-Day
8/8	Summer 2025 2 <sup>nd</sup> 5-Week Classes, W-Day
8/15	Last Day of Class Summer 2025 10-Week and 2 <sup>nd</sup> 5-Week Classes
8/18	Summer 2025 Grades Due by Noon

## 2022-2023 College of the Mainland Academic Calendar

### AUGUST 2022

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8/1	Continuing Education Fall Registration Begins
8/6	Last Day of Summer 2022 Saturday Classes
8/9	Fee Payment Deadline for Fall Due
8/12	Last Day of Monday-Friday Summer 2022 Classes
8/15	Summer 2022 Grades Due by Noon
8/15	Faculty return
8/15-19	Convocation Week
8/20	Last Day to Register for Fall 2022
8/22	Fall 2022 16 Week and 1 <sup>st</sup> 8 Week Monday-Friday classes begin
8/27	Saturday classes begin for Fall 2022
8/29	Fall 2022 1 <sup>st</sup> 8-Week Census Day

### SEPTEMBER 2022

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

9/5	College Closed, Labor Day Holiday
9/7	Census Date for Fall 2022, 16-week classes

### OCTOBER 2022

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

10/5	Fall 2022 1 <sup>st</sup> 8-Week "W-Day"
10/14	Fall 2022 1 <sup>st</sup> 8-Week, Last Day of Class
10/14	Last Day to Register for Fall 2 <sup>nd</sup> 8-week classes
10/17	Fall 2022 1 <sup>st</sup> 8-Week Grades due by Noon
10/17	Fall 2022 2 <sup>nd</sup> 8-Week Classes begin.
10/25	Fall 2022 2 <sup>nd</sup> 8-Week Census Day
10/31	Deadline to submit Fall 2022 Graduation Application

## NOVEMBER 2022

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

11/1	Priority Deadline for Spring 2023 FAFSA
11/1	Spring 2023 Registration Begins
11/18	W-Day, Fall 2022 16 Week Classes
11/24-27	College Closed, Thanksgiving Holidays
11/28	Fall 2022 Classes Resume

## DECEMBER 2022

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12/1	Continuing Education Spring Registration Begins
12/1	Fall 2022 2 <sup>nd</sup> 8-week W-Day.
12/3	Last Day of Fall 2022 Saturday Classes
12/9	Last Day of Fall 2022 16-week and 2 <sup>nd</sup> 8-week Monday-Friday Classes
12/9	Fall 2022 16 week and 2 <sup>nd</sup> 8-weeks, grades Due by 12 Noon.
12/10	Fall 2022 Commencement
12/12-1/1	College Closed, Winter Holidays (proposed)

## JANUARY 2023

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

1/2	College Reopens, Staff Returns.
1/2	Spring 2023 Campus Registration Resumes
1/3	Fee Payment deadline due
1/7	Saturday Registration (times)
1/9	Faculty Return
1/9-13	Convocation Week
1/13	Last Day to Register for Spring 2023
1/16	College Closed, Martin Luther King Jr. Day Observed
1/17	Spring 2023 16-Week and 2 <sup>nd</sup> 8-Week Classes Begin.
1/21	Spring 2023 Saturday Classes Begin
1/24	Spring 2023 1 <sup>st</sup> 8-Week, Census Day

## FEBRUARY 2023

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

2/1	Spring 2023 16-Week Classes, Census Date
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## MARCH 2023

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3/1	Spring 2023 1 <sup>st</sup> 8-Week, W-Day
3/10	Last Day for Spring 2023 1 <sup>st</sup> 8-Week Classes
3/10	Spring 2023 2 <sup>nd</sup> 8-Week Last day to Register
3/13-19	College Closed, Spring Break
3/20	Spring 2023 16 Week Classes Resume, 2 <sup>nd</sup> 8-week Classes Begin
3/20	Spring 2023 1 <sup>st</sup> 8-Week grades due at Noon
3/27	Spring 2023 2 <sup>nd</sup> 8-Week Census Date
3/31	Deadline to submit Spring 2023 Graduation Application

## APRIL 2023

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

4/7-9	College Closed, Spring Holiday
4/11	Summer and Fall 2023 Registration Begins
4/24	Spring 2023 16-Week Classes, W-Day

## MAY 2023

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

5/1	Continuing Education Summer Registration Begins
5/1	Priority Deadline for Summer 2023 FAFSA
5/3	Spring 2023 2 <sup>nd</sup> 8-Week, W-Day
5/6	Spring 2023, Last day of Saturday Classes
5/12	Last Day of Class for Spring 2023 16-Week and 2 <sup>nd</sup> 8-Week Classes
5/12	Grades for Graduating Students due by Noon
5/12	Spring 2023 Mini Session, Last Day to Register
5/13	Spring 2023 Commencement Ceremony
5/15	All Spring 2023 Grades Due by Noon
5/15	Spring 2023 Mini Session Begins
5/16	Spring 2023 Mini Session, Census Day
5/23	Summer 2023 Fee Payment Deadline Due
5/29	College Closed, Memorial Day Holiday
5/30	Spring 2023 Mini Session, W-Day

## JUNE 2023

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

6/1	Priority Deadline for Fall 2023 FAFSA
6/2	Last Day of Class for Spring 2023 Mini Session, Grades Due by 5pm
6/2	Last Day to Register for Summer 2023 10-Week and 1 <sup>st</sup> 5-Week Session
6/5	Summer 2023 10-Week and 1st 5-Week Session Begins
6/8	Summer 2023 1st 5-Week, Census Date
6/10	Summer 2023 Saturday Classes Begin
6/13	Summer 2023 10-Weeks, Census Day
6/30	Summer 2023 1st 5-Week, W-Day

## JULY 2023

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

7/4	College Closed, Independence Day Observed
7/7	Last Day of Summer 2023 1 <sup>st</sup> 5-Week Classes
7/10	Summer 2023 1 <sup>st</sup> 5-Week Grades due by Noon
7/10	Summer 2023 2 <sup>nd</sup> 5-Week Classes Begin
7/13	Summer 2023 2 <sup>nd</sup> 5-Week Classes, Census Day
7/31	Summer 2023 10-Weeks Classes, W-Day

## AUGUST 2023

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

8/1	Continuing Education Fall 2023 Registration Begins
8/4	Summer 2023 2 <sup>nd</sup> 5-Week Classes, W-Day
8/11	Last Day of Class Summer 2023 10-Week and 2 <sup>nd</sup> 5-Week Classes
8/12	Last Day, of Saturday Summer 2023 classes.
8/14	Summer 2023 Grades Due by Noon



PRESIDENT'S OFFICE

**MINUTE ORDER**

To: Board of Trustees

From: Dr. Warren Nichols, President

Date: March 30, 2022

Subject: Recommendation – Approval of COM Local Policy update

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

Presented and recommended for approval to the Board of Trustees on March 30, 2022.

**MINUTE ORDER**

**Motion to be acted upon: “I move the Board of Trustees approve the revisions of COM Policy DIAA.”**

**ATTACHMENTS**

- 1) DIAA (Local)- Draft/Final; *Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*



## March 2022 POLICY UPDATE

### LOCAL POLICY CHANGES

**DIAA (LOCAL) *Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence.*** Senate Bill 1371 clarifies that a college district Peace Officer may only be required to disclose the type of incident in a report of prohibited conduct submitted by the officer to the Title IX coordinator if the officer receives information regarding the incident from an employee who chooses to complete a pseudonym form

The Office of the Staff Attorney is available to answer any questions regarding these changes along with any other policy or regulation inquires. Please contact [cbrasher1@com.edu](mailto:cbrasher1@com.edu) for assistance.

For more information and to read the entire texts of these and other policies visit:

<https://pol.tasb.org/Home/Index/497>

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**Note:** This policy addresses complaints of sex and gender discrimination, sexual harassment, sexual violence, dating violence, domestic violence, stalking, and retaliation targeting employees. For additional legally referenced material relating to discrimination, harassment, and retaliation, see DAA(LEGAL). For sex discrimination, sexual harassment, sexual violence, dating violence, domestic violence, stalking, and retaliation targeting students, see FFDA.

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**Statement of  
Nondiscrimination**

The College District prohibits discrimination, including harassment, against any employee on the basis of sex. Retaliation against anyone involved in the complaint process is a violation of College District policy and is prohibited.

**Definitions**

Employee

Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of sex that adversely affects the employee’s employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee’s employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee’s work performance or creates an intimidating, threatening, hostile, or offensive work environment.

*Sexual Violence*

Sexual violence is a form of sexual harassment. Sexual violence includes physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent due to the victim’s use of drugs or alcohol or due to an intellectual or other disability.

*Dating Violence* “Dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party’s statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

*Domestic Violence* “Domestic violence” means violence committed by:

- A current or former spouse or intimate partner of the victim;
- A person with whom the victim shares a child in common;
- A person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;
- Any other member of the victim’s family as defined by state law;
- Any other current or former member of the victim’s household as defined by state law;
- A person in a dating relationship with the victim as defined by state law; or
- Any other person who acts against the victim in violation of the family violence laws of this state or the jurisdiction where the conduct occurs.

*Stalking* “Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

For the purposes of this definition:

1. “Course of conduct” means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
2. “Reasonable person” means a reasonable person under similar circumstances and with similar identities to the victim.

*Examples* Examples of sexual harassment of an employee may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; sexual assault as defined by law; offensive or derogatory language

directed at another person's gender identity; and other sexually motivated conduct, communication, or contact.

Examples may also include forms of dating violence, domestic violence, or stalking, such as physical or sexual assaults; name-calling; put-downs; or threats directed at the employee, the employee's family members, or members of the employee's household; destroying the employee's property; threatening to commit suicide or homicide if the employee ends the relationship; tracking the employee; attempting to isolate the employee from friends and family; threatening an employee's spouse or partner; or encouraging others to engage in these behaviors.

Prohibited Conduct	In this policy, the term "prohibited conduct" includes discrimination, sexual harassment, dating violence, domestic violence, stalking, and retaliation as described by this policy, even if the behavior does not rise to the level of unlawful conduct.
Complainant	In this policy, the term "complainant" refers to an employee who is alleged to have experienced prohibited conduct.
Respondent	In this policy, the term "respondent" refers to a person who is alleged to have committed prohibited conduct.
Confidential Employee	A "confidential employee" is a person who holds a professional license requiring confidentiality, such as a counselor or medical provider, who is supervised by such a person, or a person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source.

### Reporting Procedures

Reporting by  
Alleged Victim

A victim of prohibited conduct has the right to report the incident to the College District and to receive a prompt and equitable resolution of the report.

An employee who believes that ~~the employee~~~~he or she~~ has experienced prohibited conduct may report the alleged acts to ~~the employee's~~~~his or her~~ immediate supervisor, to the Title IX coordinator, or to the ~~College President~~~~College President~~ or designee.

Reports against the Title IX coordinator may be directed to the ~~College President~~~~College President~~. A report against the ~~College President~~~~College President~~ may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation. An employee shall not be required to report prohibited conduct to the person alleged to have committed the conduct.

Alternatively, the employee may report electronically through the College District's website.

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
SEX AND SEXUAL VIOLENCE

DIAA  
(LOCAL)

A victim of a crime has the right to choose whether to report the crime to law enforcement, to be assisted by the College District in reporting the crime to law enforcement, or to decline to report the crime to law enforcement.

It is important that a victim of prohibited conduct go to a hospital for treatment and preservation of evidence, if applicable, as soon as practicable after the incident.

Reporting by Other  
Employees

Any employee who believes that another employee has experienced prohibited conduct, regardless of when or where the incident occurred, shall immediately report the alleged acts to the Title IX coordinator. Additionally, the employee may report to the College President or designee.

A report against the ~~College President~~ College President must also be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

*Exceptions*

Disclosure at  
Event

A person who received the information solely from a disclosure at a sexual harassment, sexual assault, dating violence, or stalking public awareness event sponsored by a postsecondary educational institution or by an employee organization affiliated with the institution is not required to report the prohibited conduct unless the person has authority to institute corrective measures on behalf of the College District.

Employee  
Subject to  
Confidentiality  
Rules

Absent the employee's consent, or unless required by law, a confidential employee shall only be required to disclose the type of incident reported and may not disclose information that would violate the employee's expectation of privacy. If multiple confidential employees receive information about the same alleged incident, then only one report disclosing the type of incident must be submitted.

Peace Officer

A College District peace officer who received information regarding the incident from an employee who chooses to complete a pseudonym form as described by law shall only be required to disclose the type of incident reported and may not disclose the employee's name, phone number, address, or other information that may directly or indirectly reveal the employee's identity.

Prior Report

A person who has either learned of an incident of prohibited conduct during the course of the College District's review or process, or has confirmed with the person or office overseeing the review or process that the incident has been previously reported, is not required to report the prohibited conduct.

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
SEX AND SEXUAL VIOLENCE

DIAA  
(LOCAL)

<b>Title IX Coordinator</b>	<p>Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The College District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, and related state and federal laws:</p> <p>Title IX Coordinator: Dr. Sarah David, Director of Institutional Equity</p> <p>Address: 1200 Amburn Road, Texas City, TX 77591</p> <p>Telephone: (409) 933-8413</p> <p>Email: <a href="#">Title IX Coordinator email</a><sup>1</sup></p> <p>Webpage: <a href="#">Title IX/Sexual Misconduct webpage</a><sup>2</sup></p>
<b>Responsible Employees</b>	<p>All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance with Title IX.</p>
<b>Timely Reporting</b>	<p>A failure to immediately report prohibited conduct may impair the College District's ability to investigate and address the conduct.</p>
<b>Consolidate Reports</b>	<p>When the allegations underlying two or more complaints arise out of the same facts or circumstances, the College District may consolidate the complaints.</p>
<b>Advisor</b>	<p>Each party to a complaint may be assisted by an advisor of the party's choice who may participate in the proceedings in a manner consistent with College District procedures.</p>
<b>Conflict of Interest Prohibited</b>	<p>No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall have a conflict of interest or bias.</p>
<b>Training</b>	<p>A person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law and College District procedures.</p>
<b>Days</b>	<p>"Days" shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>
<b>Extension of Timelines</b>	<p>Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an extension and the reason for the extension. A limited delay</p>

determined to be necessary so as not to impede a criminal or regulatory investigation shall constitute good cause for an extension of timelines established by this policy and associated procedures.

**Investigation of the Report**

The College District may request, but shall not insist upon, a written report. If a report is made orally, the Title IX coordinator or designee shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the Title IX coordinator shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the Title IX coordinator shall promptly offer supportive measures to the complainant. The Title IX coordinator shall explain the process for filing a formal complaint and assess any request not to investigate. If the College District moves forward with the investigation, the Title IX coordinator shall immediately provide notice to the known parties to the complaint.

If the Title IX coordinator determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the Title IX coordinator shall refer the complaint for consideration under the appropriate policy.

*Request Not to Investigate*

The complainant may request that the College District not investigate the allegations. If the complainant requests that the allegations not be investigated, in deciding whether to initiate the investigation, the College District must consider the factors described by law and any other factors the College District considers relevant.

The College District shall promptly notify the complainant of the decision regarding whether it will conduct the investigation. If the College District decides not to investigate the allegations, the College District shall take reasonable steps to protect the health and safety of the College District community.

Formal Complaint

To be considered a formal complaint under Title IX, the complainant or the Title IX coordinator must sign the written report.

Notice to Parties

The notice to the parties must describe the allegations and the formal and informal options for resolution of the complaint. The notice must state that the respondent is presumed not responsible until a determination regarding responsibility is made. The notice must also include information regarding the option to select an advisor, the opportunity to inspect and review evidence, and the prohibition on knowingly making false statements or submitting

false information during the investigation and any ensuing proceedings.

If the allegations are subsequently amended, the College District shall provide an updated notice reflecting the new allegations.

Informal Resolution	The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution of a formal complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within ten days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process.
Formal Resolution	If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation.
Supportive Measures	If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to prevent prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive measures include work accommodations, such as leaves of absence or administrative leave; mutual restrictions on contact between the parties; counseling and health services; and increased security and monitoring of certain areas of the campus.
College District Investigation	<p>The investigation may be conducted by the Title IX coordinator or a designee or by a third party designated by the College District, such as an attorney. When appropriate, the supervisor shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the complainant, the respondent, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p> <p>The parties shall be provided an equal opportunity to present witnesses and evidence and to inspect and review any directly related evidence obtained by the College District so that the parties may meaningfully respond during the investigation process. The parties expected to participate in an investigative interview or other</p>

	<p>meeting shall be provided written notice in enough time to prepare to participate.</p> <p>At least ten days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.</p>
<b>Concluding the Investigation</b>	<p>The investigation shall be completed within a reasonable time, not to exceed 30 days from the date of the report.</p> <p>The investigator shall prepare a written report of the investigation. The investigation report shall be filed with the Title IX coordinator within five days following the completion of the investigation.</p>
Notification of the Report	<p>The Title IX coordinator shall provide the investigation report, within the extent permitted by law, to the complainant and the respondent promptly following receipt. The parties shall be given ten days to respond to the report.</p>
<b>College District Action</b>	<p>The Title IX coordinator shall submit the investigation report to the <del>executive director, human resources</del> <u>executive director, human resources</u> promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.</p> <p><del>The executive director, human resources</del> <u>The executive director, human resources</u> or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed ten days. The hearing shall be conducted in accordance with law and College District procedures.</p> <p>After the hearing, the <del>executive director, human resources</del> <u>executive director, human resources</u> or designee shall determine whether each individual allegation of prohibited conduct occurred using a preponderance of evidence standard and determine the appropriate disciplinary or corrective action. In making the determination, the <del>executive director, human resources</del> <u>executive director, human resources</u> or designee shall evaluate all relevant evidence objectively and shall not make credibility assessments based on a person's status as the complainant, the respondent, or a witness. <del>The executive director, human resources</del> <u>The executive director, human resources</u> or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.</p>
Disciplinary or Corrective Action	<p>If the <del>executive director, human resources</del> <u>executive director, human resources</u> or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking</p>

appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The College District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Examples of disciplinary or corrective action may include:

- Implementing the disciplinary measures described in DH and the DM series for employees or FM for students;
- Providing a training program for those involved in the complaint;
- Providing a comprehensive education program for the College District community;
- Providing counseling for the victim and the student who engaged in prohibited conduct;
- Permitting the victim or student engaged in the prohibited conduct to drop a course in which they both are enrolled without penalty;
- Conducting follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred;
- Involving employees in efforts to identify problems and improve the College District climate;
- Increasing staff monitoring of areas where prohibited conduct has occurred;
- Reaffirming the College District's policy against discrimination and harassment; and
- Taking other actions described in College District regulations.

*Exception*

The College District shall minimize attempts to require a complainant to resolve the problem directly with the person who engaged in the harassment; however, if that is the most appropriate resolution method, the College District shall be involved in an appropriate manner.

*Improper Conduct*

If the ~~executive director, human resources~~ ~~executive director, human resources~~ or designee determines that improper conduct occurred that did not rise to the level of prohibited conduct, the College District may take disciplinary action in accordance with College District policy and procedures or other corrective action reasonably calculated to address the conduct.

**Dismissal of  
Complaint**

Mandatory  
Dismissal

An allegation presented as a formal complaint under Title IX is subject to the mandatory dismissal procedures under law.

Permissive  
Dismissal

Any complaint may be dismissed at any time on request of a complainant. The Title IX coordinator must first assess the request in accordance with this policy at Request Not to Investigate, above.

A complaint may also be dismissed if specific circumstances prevent the College District from gathering evidence sufficient to reach a determination as to the complaint or allegations.

Notice of Dismissal

Upon dismissal of a complaint, the Title IX coordinator or the ~~executive director, human resources~~ executive director, human resources or designee shall provide the parties written notice of the dismissal.

**Confidentiality**

To the greatest extent possible, consistent with law, the College District shall respect the privacy of the complainant or the respondent or a person who makes a report or serves as a witness. Limited disclosures may be necessary to carry out the purposes of this policy and associated regulations and to comply with applicable law.

**Retaliation**

The College District prohibits retaliation against any person for the purpose of interfering with a right or privilege under this policy; the complainant; or a person who, in good faith, makes a report or complaint, serves as a witness, or otherwise participates or refuses to participate in an investigation, proceeding, or hearing under this policy. This prohibition does not apply to discipline of a person who perpetrated or assists in the perpetration of the prohibited conduct.

A person who is alleged to have experienced retaliation may pursue a claim under this policy or policy FFDA, as appropriate.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

**Failure to Report and  
False Claims**

An employee who fails to make a required report or an employee or student who intentionally makes a false claim, offers a false statement, or refuses to cooperate with a College District investigation regarding prohibited conduct shall be subject to appropriate disciplinary action.

<b>Appeal</b>	
Discipline or Corrective Action	
<i>Employees</i>	
Suspension Without Pay or Termination of Contract Employees	If the <del>executive director, human resources</del> <u>executive director, human resources</u> or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the <del>executive director, human resources</del> <u>executive director, human resources</u> or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.
Other Action	If the <del>executive director, human resources</del> <u>executive director, human resources</u> or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the <del>executive director, human resources</del> <u>executive director, human resources</u> or designee shall inform the employee that the employee may appeal the determination within ten days in accordance with DGBA beginning at Level Three.
<i>Students</i>	
Suspension	If the <del>executive director, human resources</del> <u>executive director, human resources</u> or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A conference shall be scheduled within ten days of the notice of determination in accordance with FMA, beginning at Appeal to College District Administration.
Expulsion	<del>If the executive director, human resources</del> <u>If the executive director, human resources</u> or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President to schedule an expulsion hearing before the Board in accordance with FMA.
Other Action	If the <del>executive director, human resources</del> <u>executive director, human resources</u> or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the <del>executive director, human resources</del> <u>executive director, human resources</u> or designee shall inform the student that the student may appeal the determination within ten days in accordance with FMA, beginning at Appeal to College District Administration.
Other Appeals	All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level.

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
SEX AND SEXUAL VIOLENCE

DIAA  
(LOCAL)

[See DGBA(LOCAL) for employees, FLD(LOCAL) for students,  
and GB(LOCAL) for community members]

Complaints Filed  
with State or  
Federal Agencies

A party shall be informed of any right to file a complaint with  
appropriate state or federal agencies.

**Records Retention**

Retention of records shall be in accordance with the College  
District's records retention procedures. [See CIA]

**Access to Policy,  
Procedures, and  
Related Materials**

Information regarding this policy and any accompanying  
procedures, as well as relevant educational and resource materials  
concerning the topics discussed in this policy, shall be distributed  
to applicants for admission and employment and annually to  
College District employees, students, and parents or guardians of  
dual credit students in compliance with law and in a manner  
calculated to provide easy access and wide distribution, such as  
through electronic distribution and inclusion in the employee and  
student handbooks and other major College District publications.  
Information regarding the policy, procedures, and related materials  
and any materials used to train a person designated as the Title IX  
coordinator, a deputy Title IX coordinator, an investigator, a  
decision-maker, or a facilitator shall also be prominently published  
on the College District's website on a dedicated page accessible  
through a clear link on the homepage, taking into account  
applicable legal requirements. Copies of the policy and procedures  
shall be readily available at the College District's administrative  
offices and shall be distributed to an employee who makes a  
report.

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<sup>1</sup> Title IX Coordinator email: <mailto:TitleIX@com.edu>

<sup>2</sup> Title IX/Sexual Misconduct webpage: <https://www.com.edu/titleix>

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**Note:** This policy addresses complaints of sex and gender discrimination, sexual harassment, sexual violence, dating violence, domestic violence, stalking, and retaliation targeting employees. For additional legally referenced material relating to discrimination, harassment, and retaliation, see DAA(LEGAL). For sex discrimination, sexual harassment, sexual violence, dating violence, domestic violence, stalking, and retaliation targeting students, see FFDA.

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**Statement of  
Nondiscrimination**

The College District prohibits discrimination, including harassment, against any employee on the basis of sex. Retaliation against anyone involved in the complaint process is a violation of College District policy and is prohibited.

**Definitions**

Employee

Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of sex that adversely affects the employee’s employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee’s employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee’s work performance or creates an intimidating, threatening, hostile, or offensive work environment.

*Sexual Violence*

Sexual violence is a form of sexual harassment. Sexual violence includes physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent due to the victim’s use of drugs or alcohol or due to an intellectual or other disability.

<i>Dating Violence</i>	<p>“Dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party’s statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.</p>
<i>Domestic Violence</i>	<p>“Domestic violence” means violence committed by:</p> <ul style="list-style-type: none"><li>• A current or former spouse or intimate partner of the victim;</li><li>• A person with whom the victim shares a child in common;</li><li>• A person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;</li><li>• Any other member of the victim’s family as defined by state law;</li><li>• Any other current or former member of the victim’s household as defined by state law;</li><li>• A person in a dating relationship with the victim as defined by state law; or</li><li>• Any other person who acts against the victim in violation of the family violence laws of this state or the jurisdiction where the conduct occurs.</li></ul>
<i>Stalking</i>	<p>“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.</p> <p>For the purposes of this definition:</p> <ol style="list-style-type: none"><li>1. “Course of conduct” means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.</li><li>2. “Reasonable person” means a reasonable person under similar circumstances and with similar identities to the victim.</li></ol>
<i>Examples</i>	<p>Examples of sexual harassment of an employee may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; sexual assault as defined by law; offensive or derogatory language</p>

directed at another person's gender identity; and other sexually motivated conduct, communication, or contact.

Examples may also include forms of dating violence, domestic violence, or stalking, such as physical or sexual assaults; name-calling; put-downs; or threats directed at the employee, the employee's family members, or members of the employee's household; destroying the employee's property; threatening to commit suicide or homicide if the employee ends the relationship; tracking the employee; attempting to isolate the employee from friends and family; threatening an employee's spouse or partner; or encouraging others to engage in these behaviors.

**Prohibited Conduct** In this policy, the term "prohibited conduct" includes discrimination, sexual harassment, dating violence, domestic violence, stalking, and retaliation as described by this policy, even if the behavior does not rise to the level of unlawful conduct.

**Complainant** In this policy, the term "complainant" refers to an employee who is alleged to have experienced prohibited conduct.

**Respondent** In this policy, the term "respondent" refers to a person who is alleged to have committed prohibited conduct.

**Confidential Employee** A "confidential employee" is a person who holds a professional license requiring confidentiality, such as a counselor or medical provider, who is supervised by such a person, or a person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source.

**Reporting Procedures** A victim of prohibited conduct has the right to report the incident to the College District and to receive a prompt and equitable resolution of the report.

Reporting by  
Alleged Victim

An employee who believes that the employee has experienced prohibited conduct may report the alleged acts to the employee's immediate supervisor, to the Title IX coordinator, or to the College President or designee.

Reports against the Title IX coordinator may be directed to the College President. A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation. An employee shall not be required to report prohibited conduct to the person alleged to have committed the conduct.

Alternatively, the employee may report electronically through the College District's website.

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
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(LOCAL)

	<p>A victim of a crime has the right to choose whether to report the crime to law enforcement, to be assisted by the College District in reporting the crime to law enforcement, or to decline to report the crime to law enforcement.</p> <p>It is important that a victim of prohibited conduct go to a hospital for treatment and preservation of evidence, if applicable, as soon as practicable after the incident.</p>
Reporting by Other Employees	<p>Any employee who believes that another employee has experienced prohibited conduct, regardless of when or where the incident occurred, shall immediately report the alleged acts to the Title IX coordinator. Additionally, the employee may report to the College President or designee.</p> <p>A report against the College President must also be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
<i>Exceptions</i>	
Disclosure at Event	<p>A person who received the information solely from a disclosure at a sexual harassment, sexual assault, dating violence, or stalking public awareness event sponsored by a postsecondary educational institution or by an employee organization affiliated with the institution is not required to report the prohibited conduct unless the person has authority to institute corrective measures on behalf of the College District.</p>
Employee Subject to Confidentiality Rules	<p>Absent the employee's consent, or unless required by law, a confidential employee shall only be required to disclose the type of incident reported and may not disclose information that would violate the employee's expectation of privacy. If multiple confidential employees receive information about the same alleged incident, then only one report disclosing the type of incident must be submitted.</p>
Peace Officer	<p>A College District peace officer who received information regarding the incident from an employee who chooses to complete a pseudonym form as described by law shall only be required to disclose the type of incident reported and may not disclose the employee's name, phone number, address, or other information that may directly or indirectly reveal the employee's identity.</p>
Prior Report	<p>A person who has either learned of an incident of prohibited conduct during the course of the College District's review or process, or has confirmed with the person or office overseeing the review or process that the incident has been previously reported, is not required to report the prohibited conduct.</p>

<b>Title IX Coordinator</b>	<p>Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The College District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, and related state and federal laws:</p> <p>Title IX Coordinator: Dr. Sarah David, Director of Institutional Equity</p> <p>Address: 1200 Amburn Road, Texas City, TX 77591</p> <p>Telephone: (409) 933-8413</p> <p>Email: <a href="#">Title IX Coordinator email</a><sup>1</sup></p> <p>Webpage: <a href="#">Title IX/Sexual Misconduct webpage</a><sup>2</sup></p>
<b>Responsible Employees</b>	<p>All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance with Title IX.</p>
<b>Timely Reporting</b>	<p>A failure to immediately report prohibited conduct may impair the College District's ability to investigate and address the conduct.</p>
<b>Consolidate Reports</b>	<p>When the allegations underlying two or more complaints arise out of the same facts or circumstances, the College District may consolidate the complaints.</p>
<b>Advisor</b>	<p>Each party to a complaint may be assisted by an advisor of the party's choice who may participate in the proceedings in a manner consistent with College District procedures.</p>
<b>Conflict of Interest Prohibited</b>	<p>No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall have a conflict of interest or bias.</p>
<b>Training</b>	<p>A person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law and College District procedures.</p>
<b>Days</b>	<p>"Days" shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>
<b>Extension of Timelines</b>	<p>Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an extension and the reason for the extension. A limited delay</p>

	<p>determined to be necessary so as not to impede a criminal or regulatory investigation shall constitute good cause for an extension of timelines established by this policy and associated procedures.</p>
<b>Investigation of the Report</b>	<p>The College District may request, but shall not insist upon, a written report. If a report is made orally, the Title IX coordinator or designee shall reduce the report to written form.</p>
Initial Assessment	<p>Upon receipt or notice of a report, the Title IX coordinator shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the Title IX coordinator shall promptly offer supportive measures to the complainant. The Title IX coordinator shall explain the process for filing a formal complaint and assess any request not to investigate. If the College District moves forward with the investigation, the Title IX coordinator shall immediately provide notice to the known parties to the complaint.</p> <p>If the Title IX coordinator determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the Title IX coordinator shall refer the complaint for consideration under the appropriate policy.</p>
<i>Request Not to Investigate</i>	<p>The complainant may request that the College District not investigate the allegations. If the complainant requests that the allegations not be investigated, in deciding whether to initiate the investigation, the College District must consider the factors described by law and any other factors the College District considers relevant.</p> <p>The College District shall promptly notify the complainant of the decision regarding whether it will conduct the investigation. If the College District decides not to investigate the allegations, the College District shall take reasonable steps to protect the health and safety of the College District community.</p>
Formal Complaint	<p>To be considered a formal complaint under Title IX, the complainant or the Title IX coordinator must sign the written report.</p>
Notice to Parties	<p>The notice to the parties must describe the allegations and the formal and informal options for resolution of the complaint. The notice must state that the respondent is presumed not responsible until a determination regarding responsibility is made. The notice must also include information regarding the option to select an advisor, the opportunity to inspect and review evidence, and the prohibition on knowingly making false statements or submitting</p>

false information during the investigation and any ensuing proceedings.

If the allegations are subsequently amended, the College District shall provide an updated notice reflecting the new allegations.

Informal Resolution	The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution of a formal complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within ten days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process.
Formal Resolution	If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation.
Supportive Measures	If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to prevent prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive measures include work accommodations, such as leaves of absence or administrative leave; mutual restrictions on contact between the parties; counseling and health services; and increased security and monitoring of certain areas of the campus.
College District Investigation	<p>The investigation may be conducted by the Title IX coordinator or a designee or by a third party designated by the College District, such as an attorney. When appropriate, the supervisor shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the complainant, the respondent, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p> <p>The parties shall be provided an equal opportunity to present witnesses and evidence and to inspect and review any directly related evidence obtained by the College District so that the parties may meaningfully respond during the investigation process. The parties expected to participate in an investigative interview or other</p>

	<p>meeting shall be provided written notice in enough time to prepare to participate.</p> <p>At least ten days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.</p>
<b>Concluding the Investigation</b>	<p>The investigation shall be completed within a reasonable time, not to exceed 30 days from the date of the report.</p> <p>The investigator shall prepare a written report of the investigation. The investigation report shall be filed with the Title IX coordinator within five days following the completion of the investigation.</p>
Notification of the Report	<p>The Title IX coordinator shall provide the investigation report, within the extent permitted by law, to the complainant and the respondent promptly following receipt. The parties shall be given ten days to respond to the report.</p>
<b>College District Action</b>	<p>The Title IX coordinator shall submit the investigation report to the executive director, human resources promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.</p> <p>The executive director, human resources or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed ten days. The hearing shall be conducted in accordance with law and College District procedures.</p> <p>After the hearing, the executive director, human resources or designee shall determine whether each individual allegation of prohibited conduct occurred using a preponderance of evidence standard and determine the appropriate disciplinary or corrective action. In making the determination, the executive director, human resources or designee shall evaluate all relevant evidence objectively and shall not make credibility assessments based on a person's status as the complainant, the respondent, or a witness. The executive director, human resources or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.</p>
Disciplinary or Corrective Action	<p>If the executive director, human resources or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.</p>

The College District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Examples of disciplinary or corrective action may include:

- Implementing the disciplinary measures described in DH and the DM series for employees or FM for students;
- Providing a training program for those involved in the complaint;
- Providing a comprehensive education program for the College District community;
- Providing counseling for the victim and the student who engaged in prohibited conduct;
- Permitting the victim or student engaged in the prohibited conduct to drop a course in which they both are enrolled without penalty;
- Conducting follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred;
- Involving employees in efforts to identify problems and improve the College District climate;
- Increasing staff monitoring of areas where prohibited conduct has occurred;
- Reaffirming the College District's policy against discrimination and harassment; and
- Taking other actions described in College District regulations.

*Exception*

The College District shall minimize attempts to require a complainant to resolve the problem directly with the person who engaged in the harassment; however, if that is the most appropriate resolution method, the College District shall be involved in an appropriate manner.

*Improper Conduct*

If the executive director, human resources or designee determines that improper conduct occurred that did not rise to the level of prohibited conduct, the College District may take disciplinary action in accordance with College District policy and procedures or other corrective action reasonably calculated to address the conduct.

**Dismissal of Complaint**

**Mandatory Dismissal**

An allegation presented as a formal complaint under Title IX is subject to the mandatory dismissal procedures under law.

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
SEX AND SEXUAL VIOLENCE

DIAA  
(LOCAL)

Permissive Dismissal	<p>Any complaint may be dismissed at any time on request of a complainant. The Title IX coordinator must first assess the request in accordance with this policy at Request Not to Investigate, above.</p> <p>A complaint may also be dismissed if specific circumstances prevent the College District from gathering evidence sufficient to reach a determination as to the complaint or allegations.</p>
Notice of Dismissal	<p>Upon dismissal of a complaint, the Title IX coordinator or the executive director, human resources or designee shall provide the parties written notice of the dismissal.</p>
<b>Confidentiality</b>	<p>To the greatest extent possible, consistent with law, the College District shall respect the privacy of the complainant or the respondent or a person who makes a report or serves as a witness. Limited disclosures may be necessary to carry out the purposes of this policy and associated regulations and to comply with applicable law.</p>
<b>Retaliation</b>	<p>The College District prohibits retaliation against any person for the purpose of interfering with a right or privilege under this policy; the complainant; or a person who, in good faith, makes a report or complaint, serves as a witness, or otherwise participates or refuses to participate in an investigation, proceeding, or hearing under this policy. This prohibition does not apply to discipline of a person who perpetrated or assists in the perpetration of the prohibited conduct.</p> <p>A person who is alleged to have experienced retaliation may pursue a claim under this policy or policy FFDA, as appropriate.</p>
Examples	<p>Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.</p>
<b>Failure to Report and False Claims</b>	<p>An employee who fails to make a required report or an employee or student who intentionally makes a false claim, offers a false statement, or refuses to cooperate with a College District investigation regarding prohibited conduct shall be subject to appropriate disciplinary action.</p>

<b>Appeal</b>	
Discipline or Corrective Action	
<i>Employees</i>	
Suspension Without Pay or Termination of Contract Employees	If the executive director, human resources or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the executive director, human resources or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.
Other Action	If the executive director, human resources or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the executive director, human resources or designee shall inform the employee that the employee may appeal the determination within ten days in accordance with DGBA beginning at Level Three.
<i>Students</i>	
Suspension	If the executive director, human resources or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A conference shall be scheduled within ten days of the notice of determination in accordance with FMA, beginning at Appeal to College District Administration.
Expulsion	If the executive director, human resources or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President to schedule an expulsion hearing before the Board in accordance with FMA.
Other Action	If the executive director, human resources or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the executive director, human resources or designee shall inform the student that the student may appeal the determination within ten days in accordance with FMA, beginning at Appeal to College District Administration.
Other Appeals	All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]
Complaints Filed with State or Federal Agencies	A party shall be informed of any right to file a complaint with appropriate state or federal agencies.

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION  
SEX AND SEXUAL VIOLENCE

DIAA  
(LOCAL)

**Records Retention**

Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]

**Access to Policy, Procedures, and Related Materials**

Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to applicants for admission and employment and annually to College District employees, students, and parents or guardians of dual credit students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials and any materials used to train a person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator shall also be prominently published on the College District's website on a dedicated page accessible through a clear link on the homepage, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to an employee who makes a report.

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<sup>1</sup> Title IX Coordinator email: <mailto:TitleIX@com.edu>

<sup>2</sup> Title IX/Sexual Misconduct webpage: <https://www.com.edu/titleix>



**PRESIDENT'S OFFICE**

**MINUTE ORDER**

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: March 30, 2022  
Subject: Recommendation – Academic Advisor (Replacement)

Presented for recommended approval to the Board of Trustees on March 30, 2022 and forwarded for recommended approval to Board of Trustees on the same date.

**MINUTE ORDER**

**Motion to be acted upon: “I move the Board of Trustees approve the appointment of Connor Jennings to the position of Academic Advisor, Student Success Center.”**

**PURPOSE**

The Academic Advisor interviews and advises students regarding information, procedures and academic requirements of a specific program or major. Assists students in exploring careers, evaluating academic abilities, and setting goals.

**BACKGROUND**

This position is replacing Blaine Ganter who resigned September 2021.

**IMPLICATIONS**

Financial: \$49,266 from budget 11-0-0000-4103-5140.

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

**ATTACHMENTS**

1. Appointment Nomination



## MINUTE ORDER

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: March 30, 2022  
Subject: Recommendation – Acceptance of Non-Contractual Positions Hiring Report

Presented for recommended acceptance to Board of Trustees on March 30, 2022.

### MINUTE ORDER

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

### PURPOSE

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

### BACKGROUND

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

### IMPLICATIONS

#### Financial:

Administrative Assistant II - \$33,797 from budget 11-0-0000-4137-5160

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

#### Attachments

Non-contractual Positions Hiring Report

	POSITION	DEPARTMENT	CLASS SUMMARY	POSITION STATUS	SELECTED CANDIDATE	SALARY	SALARY RANGE
1	Administrative Assistant II	Veterans Success Office	Provides a variety of administrative support duties in relation to the Office for Veteran Success (OVS). Assists in coordinating and planning activities with various programs and services to support veterans and their family members on campus and throughout the community.	New Position	Alexandria Devasier	\$33,797	\$31,685 - \$39,606 - \$47,527
2							
3							
4							
5							
6							



PRESIDENT'S OFFICE

### **Minute Order**

**To:** Board of Trustees  
**From:** Dr. Warren Nichols, President  
**Date:** March 30, 2022  
**Subject:** Agenda Item for COM Board of Trustees

**AGENDA ITEM DESCRIPTION:**

Revised contract 20-22 to for Test, Adjusting, and Balancing (TAB) Services

**FUNDING SOURCE:**

2018 Bond Funds

**PURPOSE:**

The purpose is to engage an independent commissioning and test, adjusting, and balancing firm to support the inspections and verification testing necessary for acceptance of the commissioning of the Glycol Separation Unit identified as 2018 Bond projects in accordance with Government code 2254.004.

**PROPOSED MOTION:**

**“I move the Board of Trustees approve an amendment to contract 20-22 for a contract increase not-to-exceed \$15,150.00 to perform the commission testing of the new Glycol Separation Unit”.**

**BACKGROUND:**

In December 2019, the Board approved award of contract 20-22 to TAB Technologies based the results of a Request for Qualifications (RFQ) process to select the most qualified test and balancing firm in support of the bond construction projects identified in the Master Plan. Therefore, it is the recommendation of the COM Director of Facilities, CBRE/Heery Project Managers and Austin Commercial Sr. Project Engineering to increase the contract to include testing services for the Glycol Separation Unit as identified as Phase II of the Master Plan. The revised contract amount after the increase is \$677,187.00.

Attachments:

TAB Technologies Proposals

March 16, 2022

College of the Mainland  
2600 Amburn Road  
Texas City, TX 77591

Attn: Sonja Blinka

Reference: College of the Mainland  
Industrial Careers – Glycol Separation Unit

We are pleased to quote the commissioning & testing, adjusting and balancing (TAB) of the HVAC systems on the referenced project for the total net sum of: . . . . . **\$15,150.00**  
(Fifteen Thousand One Hundred and Fifty dollars 0/00 US less tax)

Our estimate is based on walk through and observation of TAB/CX Technician. Scope of work includes (6) site visits, one week (5 days) of startup observation and functional testing of the Glycol Separation Unit, and Observation Reports to be issues after the site visits.

**CLARIFICATIONS:**

- All CX & TAB activities will be performed in accordance with the current edition of the National Environmental Balancing Bureau (NEBB) Procedural Standards.

If you have any questions, please don't hesitate to call.

Respectfully submitted,  
**TAB TECHNOLOGIES**



Billy Owen  
cc: CP 4346-01rev



PRESIDENT'S OFFICE

## MINUTE ORDER

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: March 4, 2022  
Subject: TASB Interlocal Participation Agreement (IPA) – Renewal

### AGENDA ITEM DESCRIPTION:

Consideration of and possible approval of the TASB Interlocal Participation Agreement (IPA) – Renewal, effective May 1, 2022.

### PURPOSE

To renew the IPA with the TASB Risk Management Fund.

### FUNDING SOURCE:

N/A

### PROPOSED MOTION:

***Suggested motion:*** “I move the Board of Trustees approve the renewal of the Interlocal Participation Agreement with the TASB Risk Management Fund.”

### BACKGROUND

TASB provides COM with professional, general, auto, and cyber liability insurance coverage. TASB also provides unemployment and worker's compensation coverage. The amended IPA will replace COM's current IPA with TASB. The IPA was last amended in 2012. The amendment addresses: 1) clarity of purpose and meaning, 2) updates to Fund Member duties and obligations, and 3) revisions to the dispute resolution provisions.

### ATTACHMENTS

1. IPA Letter of Explanation
2. IPA Frequently Asked Questions
3. IPA – Interlocal Participation Agreement



March 1, 2022

Dr. Warren Nichols  
College of the Mainland  
[wnichols@com.edu](mailto:wnichols@com.edu)

### **Participation in TASB Risk Management Fund Coverage Programs**

Dear Dr. Nichols:

Please accept this letter as formal written notice that the Interlocal Participation Agreement (IPA) between College of the Mainland and the TASB Risk Management Fund (Fund) is amended by the Fund effective May 1, 2022. The IPA is the foundational agreement by which eligible organizations join the Fund.

The amended IPA will replace your current IPA with the Fund. A copy of the new IPA is included for review and execution. It was last amended in 2012. Pursuant to Chapter 791 of the Texas Government Code, the new IPA must be authorized and approved by your Board of Trustees.

Along with the new IPA, a Frequently Asked Questions document with more information and a summary of changes is included to assist you in executing the agreement. The updates to the IPA focus on three areas: 1) clarity of purpose and meaning, 2) updates to Fund Member duties and obligations, and 3) revisions to the dispute resolution provisions.

The IPA must be approved through Board action and returned to the Fund. Your organization may take one of following approaches related to the new IPA:

- Seek authorization from your Board of Trustees and return the executed IPA to the TASB Risk Management Fund at [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org) no later than May 13, 2022. A countersigned copy will be returned to you for your records.
- Take no action. The IPA will go into effect May 1, 2022, and your current coverage will continue under the terms of the new IPA. However, your next renewal proposal for Fund coverage will require a board-approved executed IPA unless you terminate coverage at that time.
- Terminate coverage in all Fund programs effective April 30, 2022, by providing written notice of termination to the Fund by April 29, 2022.

Please reach out to your TASB Risk Management Marketing Consultant for assistance with this process. We thank you for your membership in the TASB Risk Management Fund. We are very



proud of our 48-year record of proven strength, stability, and service to Texas public school districts and other educational entities and look forward to our continued partnership.

Sincerely,

A handwritten signature in black ink that reads "Dubravka H. Romano".

Dubravka H. Romano  
Associate Executive Director  
Risk Management Services  
Texas Association of School Boards, Inc.

CC: Trudy Trochesset, Michael McGee  
Rosa Brown ([Rosa.Brown@tasb.org](mailto:Rosa.Brown@tasb.org))

Attachments: Frequently Asked Questions and Explanation of Changes, Amended Interlocal Participation Agreement



## **TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions**

### **What is the IPA?**

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

### **Does the IPA require Board approval?**

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

### **What is the effective date of the IPA?**

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

### **Why is the IPA Changing?**



The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

### **What are the specific changes to the IPA?**

A thorough explanation of the changes is included in this document on the following page.

### **Can my organization make changes to the IPA?**

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

### **What if my organization doesn't agree to the terms of the new IPA?**

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

### **Who can I contact for additional information?**

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at [paul.taylor@tasb.org](mailto:paul.taylor@tasb.org).

### **What are the steps for signing and returning the IPA?**

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org) no later than May 13<sup>th</sup>, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

## **Explanation of Changes to the IPA**

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

### **Clarity:**

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

### **Updates to Member Duties and Obligations:**

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.



### **Revisions to Dispute Resolution provisions:**

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

## TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

### TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
  - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
  - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
  - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
    - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
    - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

## 5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

## 8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

## 11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
  - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
  - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

**Waiver and Estoppel.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

**Assignment.** This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org). The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
  - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
  - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
  - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
  - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **College of the Mainland**

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

Date: \_\_\_\_\_

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

\_\_\_\_\_

Date approved by Fund Member's Board of Trustees: \_\_\_\_\_

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**For TASB Risk Management Fund Use Only**

**For TASB RISK MANAGEMENT FUND:**

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

Date: \_\_\_\_\_

Chair, TASB Risk Management Fund Board of Trustees

# Monthly Financial Report

# Cash Situation

*(in millions)*

Gross cash balance at the end of month:	\$37.9
Less net interest and sinking:	<u>(\$7.0)</u>
Net unrestricted cash:	\$30.9
Minimum required cash :	\$7.1
Excess cash above minimum:	\$23.8

# Unaudited Operations Year to Date *(in millions)*

Revenues: Budget: \$34.5

Actual: \$30.4

Expense:

Budget \$34.5

Actual: \$17.2

(49% Spent at 50% of year)



PRESIDENT'S OFFICE

## MINUTE ORDER

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: March 22, 2022  
Subject: Monthly Financial & Investment Reports

### **AGENDA ITEM DESCRIPTION:**

Consideration of and possible acceptance of the February 2022 Investment and Financial Reports.

### **PURPOSE**

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

### **FUNDING SOURCE:**

N/A

### **PROPOSED MOTION:**

***Suggested motion: "I move the Board of Trustees accept the February 2022 Investment Report and the February 2022 Financial Reports."***

### **BACKGROUND**

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

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

### **ATTACHMENTS**

1. February 2022 Investment Discussion & Report
2. February 2022 Revenue & Expense Summary
3. February 2022 Expense by Division Report



**INVESTMENT REPORT**  
**For the Month Ended February 2022**

**Investment discussion:**

College of the Mainland earned \$5,336 for the month of February on its short-term investments in TexPool & Logic for a total of \$19,446 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 \$19,447 interest for the fiscal year to date period ending January: TexPool - \$4,752 Logic 20 - \$14,694, and TFB - \$1.

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

**Investment Compliance Statement:**

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

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

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

Clen Burton  
Vice President of Fiscal Affairs  
College of the Mainland

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

Trudy Trochesset  
Controller  
College of the Mainland



**TexPool Investments for February 2022 .**

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
Operating	11	\$ 32,472,954	\$ 7,950,000	\$ 2,500,000	1,865	37,924,819	38,424,807	0.058%
Moody	41	26,605	-	-	1	26,606	26,605	0.059%
<b>Totals</b>		<b>\$ 32,499,559</b>	<b>\$ 7,950,000</b>	<b>\$ 2,500,000</b>	<b>\$ 1,866</b>	<b>\$ 37,951,425</b>	<b>\$ 38,451,411</b>	

Note: For the above listed investments in TexPool, book value is equivalent to market value.  
There was no accrued interest as of February 2022 .

**Logic (Hilltop Securities) Investments for February 2022 .**

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
COM Bond 2020	46	\$ 44,585,248	\$ -	\$ 5,999,955	3,470	38,588,763	41,973,033	0.099%
<b>Totals</b>		<b>\$ 44,585,248</b>	<b>\$ -</b>	<b>\$ 5,999,955</b>	<b>\$ 3,470</b>	<b>\$ 38,588,763</b>	<b>\$ 52,956,830</b>	
<b>Totals</b>		<b>\$ 77,084,807</b>	<b>\$ 7,950,000</b>	<b>\$ 8,499,955</b>	<b>\$ 5,337</b>	<b>\$ 76,540,188</b>	<b>\$ 91,408,241</b>	

**Unrestricted Fund (Unaudited)**

**Summary of Revenue**

	<u>Current Actual</u>	<u>2021-22 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>
<b>Operating revenue</b>						
Tuition-credit	(4,330,658)	(4,127,440)	203,218	105%	(4,342,351)	11,693
Tuition-non-credit	(377,687)	(1,044,100)	(666,413)	36%	(289,914)	(87,773)
Exemptions and waivers	1,230,467	1,108,300	(122,167)	111%	1,386,742	(156,276)
Registration fees	(1,988,787)	(1,789,500)	199,287	111%	(2,051,539)	62,752
Other fees	(85,254)	(137,000)	(51,746)	62%	(94,603)	9,350
Grant revenue	(200,681)	(66,000)	134,681	304%	(57,078)	(143,603)
Sales and service revenue	(17,044)	(432,400)	(415,356)	4%	(4,147)	(12,897)
Miscellaneous revenue	(45,822)	(109,100)	(63,278)	42%	(103,547)	57,726
TPEG transfer in/out	0	202,500	202,500	0%	0	0
<b><u>Totals for Operating revenue</u></b>	<b><u>(5,815,466)</u></b>	<b><u>(6,394,740)</u></b>	<b><u>(579,274)</u></b>	<b><u>91%</u></b>	<b><u>(5,556,439)</u></b>	<b><u>(259,027)</u></b>
<b>Non-operating revenue</b>						
State appropriation-Academic	(2,859,125)	(6,649,121)	(3,789,996)	43%	(2,810,119)	(49,006)
Property tax revenue	(21,658,260)	(22,539,139)	(880,879)	96%	(22,385,480)	727,220
Interest revenue	(4,747)	(350,000)	(345,253)	1%	(6,204)	1,457
FTZ reimbursement	0	(350,000)	(350,000)	0%	0	0
Renew & replace transfer out	0	1,783,000	1,783,000	0%	0	0
<b><u>Totals for Non-operating revenue</u></b>	<b><u>(24,522,132)</u></b>	<b><u>(28,105,260)</u></b>	<b><u>(3,583,128)</u></b>	<b><u>87%</u></b>	<b><u>(25,201,802)</u></b>	<b><u>679,671</u></b>
<b><u>Total Revenue</u></b>	<b><u>(30,337,597)</u></b>	<b><u>(34,500,000)</u></b>	<b><u>(4,162,403)</u></b>	<b><u>88%</u></b>	<b><u>(30,758,241)</u></b>	<b><u>420,644</u></b>

**Unrestricted Fund (Unaudited)**

**Summary of Expense**

	<u>Current Actual</u>	<u>2021-22 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>
<b>Salary and wages</b>						
Faculty full-time	3,711,549	7,781,351	4,069,802	48%	3,873,902	(162,353)
Admin full-time	830,992	1,587,756	756,764	52%	816,156	14,836
Professional full-time	3,609,621	7,217,878	3,608,257	50%	3,560,950	48,672
Classified full-time	309,982	3,803,932	3,493,950	8%	2,017,249	(1,707,267)
Part-time	1,181,633	3,771,925	2,590,292	31%	993,498	188,134
Salary increase	0	220,000	220,000	0%	0	0
Vacancy savings	0	(3,704,027)	(3,704,027)	0%	0	0
<b>Totals for Salary and wages</b>	<b><u>9,643,777</u></b>	<b><u>20,678,815</u></b>	<b><u>11,035,038</u></b>	<b><u>47%</u></b>	<b><u>11,261,756</u></b>	<b><u>(1,617,979)</u></b>
<b>Benefits</b>						
Benefits	2,150,831	4,176,934	2,026,103	51%	2,507,534	(356,703)
<b>Totals for Benefits</b>	<b><u>2,150,831</u></b>	<b><u>4,176,934</u></b>	<b><u>2,026,103</u></b>	<b><u>51%</u></b>	<b><u>2,507,534</u></b>	<b><u>(356,703)</u></b>
<b>Operating expenses</b>						
Contract services	1,687,153	3,174,396	1,487,243	53%	1,667,855	19,298
Legal	1,100	12,485	11,385	9%	903	198
Operations	228,295	723,562	495,268	32%	213,723	14,571
Utilities and Rent	1,059,289	2,016,046	956,757	53%	693,974	365,315
Postage, printing, and supplies	384,235	1,334,369	950,134	29%	227,694	156,541
Bank fees	31,386	84,400	53,014	37%	36,070	(4,684)
Capital outlay & leases	36,773	61,503	24,730	60%	24,782	11,991
Insurance	1,716,412	1,846,069	129,657	93%	239,147	1,477,265
Public relations and advertising	54,026	257,098	203,071	21%	28,489	25,538
Misc.	289,512	437,765	148,253	66%	227,525	61,987
Reimbursement from Others	0	(303,442)	(303,442)	0%	0	0
MTN Payment	0	0	0	0%	337,500	(337,500)

**Unrestricted Fund (Unaudited)**

Arbitrage Payment	(35,806)	0	35,806	0%	0	(35,806)
<b><u>Totals for Operating expenses</u></b>	<b><u>5,452,376</u></b>	<b><u>9,644,251</u></b>	<b><u>4,191,875</u></b>	<b><u>57%</u></b>	<b><u>3,697,663</u></b>	<b><u>1,754,713</u></b>
<b><u>Total Expense</u></b>	<b><u>17,246,984</u></b>	<b><u>34,500,000</u></b>	<b><u>17,253,016</u></b>	<b><u>50%</u></b>	<b><u>17,466,953</u></b>	<b><u>(219,968)</u></b>

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**Unrestricted Fund (Unaudited)**

**Summary of Fund Bal**

	<u>Current Actual</u>	<u>2021-22 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>
<b>Operating expenses</b>						
Contract services	168,231	0	(168,231)	0%	338,155	(169,924)
Operations	7,827	0	(7,827)	0%	0	7,827
Utilities and Rent	398,804	0	(398,804)	0%	72,106	326,698
Postage, printing, and supplies	435,907	0	(435,907)	0%	684,064	(248,157)
Capital outlay & leases	120,693	0	(120,693)	0%	351,070	(230,378)
Public relations and advertising	62,960	0	(62,960)	0%	0	62,960
Misc.	0	0	0	0%	5,412	(5,412)
<b><u>Totals for Operating expenses</u></b>	<b><u>1,194,423</u></b>	<b><u>0</u></b>	<b><u>(1,194,423)</u></b>	<b><u>0%</u></b>	<b><u>1,450,807</u></b>	<b><u>(256,385)</u></b>
<b><u>Total Fund Bal</u></b>	<b><u>1,194,423</u></b>	<b><u>0</u></b>	<b><u>(1,194,423)</u></b>	<b><u>0%</u></b>	<b><u>1,450,807</u></b>	<b><u>(256,385)</u></b>

**Unrestricted Fund (Unaudited)**

	<u>Current Actual</u>	<u>2021-22 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>
<b><u>Expense by Division</u></b>						
<b><u>Summary for President</u></b>						
Board of Trustees	716	19,400	18,684	4%	2,905	(2,189)
Campus Police	259,843	708,130	448,287	37%	336,077	(76,234)
Gen Institution	177,177	294,119	116,942	60%	195,306	(18,128)
Information Technology Serv	1,205,516	2,231,062	1,025,546	54%	1,166,325	39,191
Internal Audit	39,263	150,000	110,738	26%	102,334	(63,071)
OPEAR	222,303	469,033	246,729	47%	274,144	(51,841)
Presidents Office	302,225	572,700	270,476	53%	321,710	(19,485)
Self Study SACS	500	10,500	10,000	5%	500	0
Staff Attorney	85,902	178,893	92,991	48%	86,839	(937)
<b>Totals for President</b>	<b><u>2,293,445</u></b>	<b><u>4,633,837</u></b>	<b><u>2,340,392</u></b>	<b><u>49%</u></b>	<b><u>2,486,140</u></b>	<b><u>(192,694)</u></b>
<b><u>Summary for VP Fiscal Affairs</u></b>						
Central Mail	24,479	140,180	115,701	17%	55,371	(30,892)
Custodial Services	88,836	325,250	236,415	27%	159,039	(70,204)
Facilities	2,927,464	4,137,553	1,210,089	71%	1,361,834	1,565,629
Financial Services	303,614	867,011	563,397	35%	474,445	(170,831)
Grounds	37,393	115,134	77,741	32%	62,787	(25,394)
Human Resources	327,696	696,238	368,542	47%	295,813	31,883
Maintenance Tax Note	0	0	0	0%	337,500	(337,500)
Purchasing	142,351	292,703	150,352	49%	141,878	473
Records Mgmt	7,503	20,952	13,449	36%	3,277	4,226
Reimbursement	0	(303,442)	(303,442)	0%	0	0
Salary Savings	0	(3,704,027)	(3,704,027)	0%	0	0
Staff Benefits	408,196	2,656,225	2,248,029	15%	581,501	(173,305)
Tax Admin	179,378	232,631	53,253	77%	169,707	9,671

**Unrestricted Fund (Unaudited)**

	<b>Current Actual</b>	<b>2021-22 Budget</b>	<b>Budget Remaining</b>	<b>Budget Pct.YTD</b>	<b>Prior Year to Actual</b>	<b>Curr. vs Prior Year to Year</b>
Utilities	471,809	1,125,000	653,191	42%	291,724	180,086
Vehicle Operations	44,770	104,361	59,591	43%	57,815	(13,045)
VP College & Fin Svcs	98,569	189,118	90,550	52%	106,816	(8,247)
<b>Totals for VP Fiscal Affairs</b>	<b>5,062,058</b>	<b>6,894,888</b>	<b>1,832,829</b>	<b>73%</b>	<b>4,099,507</b>	<b>962,551</b>
<b><u>Summary for VP Institutional Advancement</u></b>						
COM Foundation Dept	27,651	108,013	80,362	26%	49,024	(21,373)
Marketing and Communications	364,845	843,693	478,848	43%	311,628	53,218
VP Institutional Advancement	296,394	565,477	269,083	52%	301,416	(5,022)
<b>Totals for VP Institutional Advancement</b>	<b>688,890</b>	<b>1,517,184</b>	<b>828,294</b>	<b>45%</b>	<b>662,067</b>	<b>26,823</b>
<b><u>Summary for VP Instruction</u></b>						
Acad Succ Re/Wr	446,060	837,712	391,653	53%	454,676	(8,616)
Accting-Credit	49,411	129,531	80,120	38%	86,002	(36,591)
Adm-C.I.D.T.	10,257	74,842	64,585	14%	32,574	(22,317)
Adm-Cont Ed	140,998	548,242	407,243	26%	276,485	(135,487)
Adm-Ind Tech	4,244	8,244	4,000	51%	0	4,244
Adm-Instruct	10,796	77,015	66,219	14%	33,036	(22,241)
Adm-Perf & Vis Arts	13,207	66,230	53,023	20%	39,654	(26,447)
Adm-Pub Svc Ed	17,254	72,097	54,843	24%	31,387	(14,133)
Adm-Science	13,193	14,415	1,222	92%	16,831	(3,638)
Adm-Soc Sci	14,288	78,983	64,695	18%	35,446	(21,158)
Adult Education	79,398	207,589	128,191	38%	124,177	(44,780)
Allied Health CE	40,558	349,003	308,445	12%	140,949	(100,391)
Art	128,052	232,617	104,565	55%	125,510	2,542
Art Gallery	29,981	55,644	25,663	54%	30,454	(473)
Biol & Nutrition	367,996	657,134	289,138	56%	373,978	(5,982)
Bus Tech	0	0	0	0%	8,322	(8,322)
C.I.S.	52,151	79,865	27,714	65%	50,079	2,072

**Unrestricted Fund (Unaudited)**

	<u>Current Actual</u>	<u>2021-22 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>
Chemistry	88,869	241,148	152,278	37%	99,954	(11,085)
Child Develop	39,662	68,595	28,933	58%	40,533	(871)
Cmnty Theater	152,393	296,612	144,219	51%	186,963	(34,570)
Collegiate H.S.-CR	62,007	149,113	87,105	42%	81,481	(19,474)
Cosmetology	342,904	609,696	266,792	56%	330,925	11,979
Criminal Justice	42,885	84,450	41,565	51%	48,365	(5,480)
Dean Cont Ed	69,940	17,350	(52,590)	403%	323	69,617
Dean Gen Ed	73,575	191,841	118,266	38%	101,388	(27,813)
Distance Ed	255,373	420,159	164,786	61%	266,752	(11,379)
Drafting	41,380	67,689	26,309	61%	41,026	354
Dual Credit Dept	65,674	168,402	102,728	39%	84,427	(18,752)
Economics	47,178	77,034	29,856	61%	42,483	4,695
EMS-Credit	130,379	210,348	79,969	62%	153,340	(22,961)
Fire Tech	135,107	192,758	57,651	70%	168,723	(33,616)
Firearms Acad	9,543	40,717	31,174	23%	7,602	1,942
Foreign Lang	39,230	67,750	28,520	58%	37,942	1,288
Gen Bus-Credit	105,100	87,868	(17,231)	120%	44,469	60,630
Geology	40,217	68,891	28,674	58%	41,587	(1,369)
Government	192,353	296,724	104,371	65%	178,888	13,464
Graphic Arts	59,562	82,716	23,154	72%	59,635	(72)
Health and PE Credit	81,375	134,953	53,578	60%	83,182	(1,807)
Health Info Mgmt	88,181	198,189	110,008	44%	89,376	(1,195)
Hist & Geog	151,522	249,939	98,418	61%	156,028	(4,507)
Humanities	127,263	199,605	72,342	64%	115,738	11,525
Instr Tech Department	61,424	238,338	176,914	26%	120,863	(59,439)
Instr Tech Lab Mgrs	15,375	145,156	129,781	11%	79,015	(63,640)
Law Enforcement	47,938	94,560	46,622	51%	45,776	2,162
Law Enforcemnt-NonCR	33,731	13,604	(20,127)	248%	36,668	(2,936)

**Unrestricted Fund (Unaudited)**

	<u>Current Actual</u>	<u>2021-22 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>
LC Ctr Admin	2,670	20,855	18,185	13%	2,205	465
Library	309,241	646,191	336,950	48%	366,197	(56,956)
Management	10,024	7,413	(2,611)	135%	33,422	(23,398)
Massage Therapy	5,847	10,933	5,086	53%	0	5,847
Math	425,603	759,910	334,307	56%	401,522	24,082
Medical Assistant	40,824	96,040	55,216	43%	40,150	675
Music	155,580	259,255	103,675	60%	189,366	(33,785)
Networking	53,683	80,922	27,239	66%	48,425	5,258
Nursing Administration	74,681	408,068	333,387	18%	191,926	(117,245)
Nursing-AD	644,975	1,485,319	840,344	43%	691,253	(46,278)
Nursing-VN	176,891	250,922	74,031	70%	188,635	(11,745)
Pharmacy Tech	49,833	92,416	42,582	54%	52,068	(2,235)
Philosophy	21,625	6,013	(15,612)	360%	23,519	(1,893)
Physics	70,915	96,994	26,079	73%	70,992	(76)
Process Tech	242,823	528,809	285,986	46%	364,503	(121,680)
Prof Develop Acad	904	9,000	8,096	10%	0	904
Psychology	204,155	342,095	137,940	60%	201,810	2,345
Safety-CR	46,525	127,513	80,988	36%	58,392	(11,867)
Senior Adult Dept	101,368	231,627	130,259	44%	114,198	(12,830)
Social Science Non CR	20,200	5,831	(14,370)	346%	22,520	(2,320)
Sociology	39,625	63,441	23,816	62%	38,333	1,291
Speaking,Reading,Writing	208,338	525,694	317,356	40%	249,455	(41,117)
Theater Arts-Credit	59,118	160,054	100,936	37%	34,131	24,987
Thermal Tech-NonCR	47,767	58,816	11,049	81%	16,418	31,350
Virtual College TX	0	0	0	0%	1,120	(1,120)
VP Instruction	238,551	2,623,783	2,385,232	9%	213,118	25,433
Welding-Cred	246,553	543,054	296,501	45%	249,947	(3,394)

**Unrestricted Fund (Unaudited)**

	<u>Current Actual</u>	<u>2021-22 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>
<b><u>Totals for VP Instruction</u></b>	<b><u>7,516,305</u></b>	<b><u>17,644,334</u></b>	<b><u>10,128,029</u></b>	<b><u>43%</u></b>	<b><u>8,466,633</u></b>	<b><u>(950,328)</u></b>
<b><u>Summary for VP of Instruction</u></b>						
Allied Health Admin	4,716	12,219	7,502	39%	0	4,716
CE-CAN Program	21,728	79,285	57,557	27%	0	21,728
CE-CPR	208	2,310	2,102	9%	0	208
CE-Dental	5,268	13,992	8,724	38%	0	5,268
Nursing - BSN	0	7,545	7,545	0%	0	0
Program Development	53,013	28,388	(24,625)	187%	0	53,013
<b><u>Totals for VP of Instruction</u></b>	<b><u>84,933</u></b>	<b><u>143,739</u></b>	<b><u>58,805</u></b>	<b><u>59%</u></b>	<b><u>0</u></b>	<b><u>84,933</u></b>
<b><u>Summary for VP Student Services</u></b>						
Admissions	135,804	298,615	162,811	45%	188,711	(52,907)
Advise Center	340,808	686,454	345,646	50%	364,174	(23,366)
Career & Placement	42,919	92,391	49,473	46%	0	42,919
Career Svcs	0	0	0	0%	0	0
Counseling	0	0	0	0%	0	0
Enrollment Mgmt	66,333	113,893	47,560	58%	53,019	13,314
Facilities & Student Recreat	47,313	116,942	69,628	40%	13,178	34,135
Judicial Affairs	79,537	191,886	112,349	41%	103,556	(24,018)
Multicultural Department	5,059	12,500	7,441	40%	2,494	2,565
Recruitment	201,520	477,164	275,644	42%	191,817	9,704
Stu Financial Svcs	227,203	581,719	354,517	39%	226,189	1,014
Stu Organizations	121,375	304,056	182,682	40%	162,535	(41,161)
Student Graduation	17,680	74,080	56,400	24%	17,382	297
Svcs-Disab Students	6,916	39,855	32,938	17%	25,755	(18,839)
Testing	93,067	244,434	151,367	38%	124,245	(31,178)
Title V Grant	27	0	(27)	0%	0	27
Veteran Affairs	83,430	142,082	58,652	59%	84,867	(1,437)

**Unrestricted Fund (Unaudited)**

	<u>Current Actual</u>	<u>2021-22 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 Student Services	132,362	289,948	157,586	46%	194,683	(62,321)
<b><u>Totals for VP Student Services</u></b>	<b><u>1,601,353</u></b>	<b><u>3,666,019</u></b>	<b><u>2,064,666</u></b>	<b><u>44%</u></b>	<b><u>1,752,606</u></b>	<b><u>(151,253)</u></b>
<b><u>Totals for Expense</u></b>	<b><u>17,246,984</u></b>	<b><u>34,500,000</u></b>	<b><u>17,253,016</u></b>	<b><u>50%</u></b>	<b><u>17,466,953</u></b>	<b><u>(219,968)</u></b>

**Fund Bal by Division**

**Summary for VP Fiscal Affairs**

Fund Balance - Academic Support	9,130	0	(9,130)	0%	0	9,130
Fund Balance - Institutional Support	812,555	0	(812,555)	0%	543,700	268,855
Fund Balance - Instruction	315,210	0	(315,210)	0%	750,749	(435,539)
Fund Balance - Oper & Maint	0	0	0	0%	82,192	(82,192)
Fund Balance - Student Services	57,528	0	(57,528)	0%	74,166	(16,638)
<b><u>Totals for VP Fiscal Affairs</u></b>	<b><u>1,194,423</u></b>	<b><u>0</u></b>	<b><u>(1,194,423)</u></b>	<b><u>0%</u></b>	<b><u>1,450,807</u></b>	<b><u>(256,385)</u></b>
<b><u>Totals for Fund Bal</u></b>	<b><u>1,194,423</u></b>	<b><u>0</u></b>	<b><u>(1,194,423)</u></b>	<b><u>0%</u></b>	<b><u>1,450,807</u></b>	<b><u>(256,385)</u></b>
<b><u>Totals for Report</u></b>	<b><u>18,441,407</u></b>	<b><u>34,500,000</u></b>	<b><u>16,058,593</u></b>		<b><u>18,917,760</u></b>	<b><u>(476,353)</u></b>



## MINUTE ORDER

To: Board of Trustees  
From: Dr. Warren Nichols, President  
Date: March 22, 2022  
Subject: Agenda Item for Board of Trustees Meeting

### **AGENDA ITEM DESCRIPTION:**

Consideration of and possible acceptance of the February 2022 Quarterly Investment Report.

### **PURPOSE**

To report to the Board of Trustees the quarterly investments for the college.

### **FUNDING SOURCE:**

N/A

### **PROPOSED MOTION:**

**Suggested motion:** *“I move the Board of Trustees accept the February 2022 Quarterly Investment Report.”*

### **BACKGROUND**

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

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

### **ATTACHMENTS**

1. February 2022 Quarterly Investment Report



**Quarterly Summary of Investments**

<u>Quarter Ending</u>	<u>COM Fund</u>	<u>Type</u>	<u>Beginning Book Balance</u>	<u>Beginning Market Value</u>	<u>Deposits</u>	<u>Withdrawals</u>	<u>Ending Book Balance</u>	<u>Ending Market Value</u>
February 2022	11	TexPool-Operating	\$ 16,296,491	\$ 16,296,491	\$ 25,628,329	\$ 4,000,000	\$ 37,924,820	\$ 37,924,820
	41	TexPool-Moody	26,604	26,604	3	-	26,607	26,607
	46	Logic Bond 2020	50,057,201	50,057,201	9,771	11,478,208	38,588,763	38,588,763
Total investments all funds for quarter:			<u>\$ 66,380,296</u>	<u>\$ 66,380,296</u>	<u>\$ 25,638,103</u>	<u>\$ 15,478,208</u>	<u>\$ 76,540,190</u>	<u>\$ 76,540,190</u>

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

Clen Burton  
Vice President of Fiscal Affairs

Trudy Trocheset  
Controller



PRESIDENT'S OFFICE

## Board Report

Presenter: Board Chair

A. Miscellaneous Updates



PRESIDENT'S OFFICE

## President's Report

Presenter: Dr. Warren Nichols

### A. Updates

### B. Reminders/Announcements

1. Board Meetings
  - a. April 2022 – Monday, April 25<sup>th</sup>, 1:30 p.m.
  - b. May 2022 – Monday, May 23<sup>rd</sup>, 1:30 p.m.
2. Save the Date: Employee Recognition Dinner  
Friday, April 1<sup>st</sup>, 5:00 p.m. (Social Hour)  
6:00 p.m. (Recognition Dinner)
3. Spring 2022 Graduation – Saturday, May 14<sup>th</sup>, Abundant Life Christian Center

### C. Resignations and Retirement Report

### D. Miscellaneous Updates



PRESIDENT'S OFFICE

Resignations & Retirements

Last Name	First Name	Position	Hire Date	Last Date of Work	Termination Reason
Hatfield	Kristen	TRIO – SSS Academic Advisor	08/17/2012	03/22/2022	Resignation
Holch	Ute	Assistant Professor - Nursing	11/11/20019	05/31/2022	Resignation
Ismail	Tareq	Assistant Professor – Mechanical Engineering	09/01/2021	05/31/2022	Resignation
McLerran	Danny	Faculty – Public Service Careers	10/01/2009	08/31/2022	Returning to Retirement
Deluna	Lionel	Enrollment Coach	09/01/2011	03/31/2022	Resignation



## PRESIDENT'S OFFICE

# Executive Session

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

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

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

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

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

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

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

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

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

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