



Notice/Agenda of February 2025 Regular BOT Meeting

The Board of Trustees College of the Mainland

The February 2025 Regular BOT Meeting of the Board of Trustees of College of the Mainland will be held Monday, February 24, 2025, beginning at 1:30 PM in the

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

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

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

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

1. **Call to Order**
2. **Pledge of Allegiance (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, January 27, 2025
5. **Comments from the Community**
 - A. Students
 - B. Employees
 - C. Other Citizens
6. **Constituent Leader Activity Reports**
 - A. Faculty Senate - Candice Edmonston, President
 - B. Professional Council - Alisha Lyon, President
 - C. Classified Council - Sonia Kukuch, President
 - D. Student Government Association (SGA) - Maia Morales Morales, President
7. **Bond Update - Presented by LAN (Lockwood, Andrews & Newnam, Inc.)**
8. **Human Resources Items**
 - A. Appointment Nominations
 1. Consideration of and Possible Action to Approve the Appointment Nomination of Teclesha Blanchard to the Position of Director, Equal Opportunity and Title IX, President's Office

2. Consideration of and Possible Action to Approve the Appointment Nomination of Rachel Fano to the Position of Director of Nursing, Nursing Department
3. Consideration of and Possible Action to Approve the Appointment Nomination of Clara Hamilton to the Position of Database Specialist and Prospect Researcher, COM Foundation & Resource Development Department
4. Consideration of and Possible Action to Approve the Appointment Nomination of Fred Hodges to the Position of Director, Student Engagement & Activities, Dean of Students Office
- B. Consideration of and Possible Acceptance of the Non-Contractual Positions Hiring Report as Written
- C. New Position(s)
 1. Consideration of and Possible Action to Approve the Financial Analyst Position for the Vice President for Fiscal Affairs Division
- D. Payroll Software
 1. Consideration of and Possible Action to Approve an Increase to Contract 25-04 for the Purchase of Workforce Now Time and Attendance Essential Time Software Module to be Paid with Funds from the Operating Budget
9. **Policy**
 - A. Consideration of and Possible Action to Adopt the Proposed Revisions to Local Policies as Presented
 1. CAK(LOCAL) - Appropriations and Revenue Sources: Investments
 2. CDE(LOCAL) - Accounting: Financial Ethics
 3. DGC(LOCAL) - Employee Rights and Privileges: Employee Expression and Use of College Facilities
 4. DHB(LOCAL) - Employee Standards of Conduct: Child Abuse and Neglect Reporting
 5. EGA(LOCAL) - Academic Achievement: Grading and Credit
 6. FFA(LOCAL) - Equal Educational Opportunity: Pregnant and Parenting Students
10. **Consideration of and Possible Action to Approve the Proposed 2024-2027 Legacy of Excellence: A Future of Success Strategic Plan as Presented by the Administration**
11. **Consideration of and Possible Action to Approve the 2025-2026 Property/Casualty Insurance Renewals**
12. **Financial Report(s)**
 - A. Consideration of and Possible Action to Accept the January 2025 Investment Report and Financial Reports
13. **Consideration of and Possible Action to Adopt the Resolution Supporting the Continued Investments in the Outcomes-Based Funding Model Established by House Bill 8**
14. **Board Report**
15. **President's Report**
 - A. Updates
 1. Rank and Promotion
 - B. Reminders/Announcements
 1. Board Meetings
 - March 2025 - Monday, March 31st
 - April 2025 - Monday, April 28th

May 2025 - Wednesday, May 28th

June 2025 - Monday, June 23rd

2. Black History Month Celebration - February 25th at 12:30 p.m., COM Conference Center
 3. 5th Annual Educate a Woman "Laughs for Lunch" Scholarship Luncheon - Friday, March 7th, 11:30 a.m. - 1:00 p.m., COM Conference Center, Ticket \$75; Table \$575; give.com.edu/events/
 4. Empowering Women in STEM Panel - Thursday, March 13th, 12:30 p.m. - 1:30 p.m., STEM 120
 5. Women's History Month Celebration - "Moving Forward Together! Women Educating and Inspiring Generations" - Tuesday, March 25th, 12:30 p.m. - 1:30 p.m., COM Conference Center
 6. GCIC Academic Symposium - Friday, March 28th, 9:00 a.m. - 2:30 p.m., Industrial Careers Building (ICB)
 7. Mitchell Chuoke Jr. Plumbing Program Event, Friday, March 28th, 11:30 a.m. - 1:00 p.m., COM Doyle Family Administration Boardroom
 8. Flock the Block - Free Community Event - Saturday, April 5th, 10:00 a.m. - 2:00 p.m., Parking Lot F
 9. Dr. Warren Nichols' Retirement Scholarship Gala - Saturday, April 26th, 5:00 p.m. - 9:00 p.m., Doyle Center
give.com.edu/events/
 10. Groundbreaking Library Classroom Building (LCB) - Thursday, May 1st, 3:00 p.m. - 5:00 p.m.
- C. Resignations and Retirement Report
- D. Miscellaneous Updates
16. **Adjournment to a Closed or Executive Session Pursuant to the Texas Government Code of the Open Meetings Act 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**
 17. **Consideration of and Possible Action on any Items Discussed in Closed Session**
 18. **Adjourn**

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on, Thursday, February 20, 2025, 3:00 P.M.



Leanne Downton
Board Liaison

Administration

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



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
2023-2024

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

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

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

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

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

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

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



MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: February 24, 2025
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 January 27, 2025."

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 1/27/25

**College of the Mainland Board of Trustees
Minutes of Monday, January 27, 2025
1:30 p.m., Doyle Family Administration Building**

Call to Order

Don Gartman 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, except Alan Waters & Kyle Dickson.

Minutes

Consideration of and Possible Action to Approve the Full Board Minutes of Monday, December 9, 2024

Melissa Skipworth moved the Board of Trustees approve the Full Board Minutes of Monday, December 9, 2024. Dawn King seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Special Called Board Minutes of January 16, 2025

Verna Henson moved the Board of Trustees approve the Special Called Board Minutes of January 16, 2025. Dawn King seconded the motion; all voted in approval.

Comments from the Community

Wilma Green – Ms. Green announced her candidacy for the Board of Trustees position #1. Ms. Green resides in Texas City, TX.

Mae Dell Francis – Ms. Francis announced her candidacy for the Board of Trustees position #6 (at Large Position.) Ms. Francis resides in Dickinson, TX.

Constituent Leader Activity Reports

Faculty Senate – Candice Edmonston, President, updated the Board on faculty activities.

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

Classified Council – Sonia Kukuch, President, updated the Board on classified employee activities.

Student Government Association (SGA) – Maia Morales Morales, Treasurer, updated the Board on student activities.

Bond Update - Presented by LAN (Lockwood, Andrews & Newnam, Inc.)

Paula Drnevich and C.W. Scheibe, LAN, updated the Board on the bond projects.

Consideration of and Possible Action to Approve an Increase to Contract 23-34 for Construction Manager at Risk (CMAR) Services Awarded to J.T. Vaughn Construction, LLC

Bill McGarvey moved the Board of Trustees approve Change Order 002 to Contract 23-34 awarded to J.T. Vaughn Construction, LLC for the added scope of the COMmons project in an amount not-to-exceed \$35,000 for cost estimation services. Verna Henson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Amendment to Cannon Design Contract 23-27 for Design Services for the COMmons, Exterior Site Lighting, Signage and Wayfinding, and Demolition Packages

Bill McGarvey moved the Board of Trustees approve the amendment to contract 23-27 for additional services, for a not-to-exceed amount of \$1,273,275. Melissa Skipworth seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Change Order to TADCO Roofing Contract #23-44 to Remove Roof System and Lightweight Insulating Concrete

Verna Henson moved the Board of Trustees approve Change Order No. 1 to TADCO Roofing Contract #23-44 for a not-to-exceed amount of \$379,898.94. Melissa Skipworth seconded the motion; all voted in approval.

Human Resources Items

Appointment Nominations

Consideration of and Possible Action to Approve the Appointment Nomination of Nicola Fish to the Position of Student Conduct Officer, Dean of Students

Melissa Skipworth moved the Board of Trustees approve the appointment of Nicola Fish to the position of Student Conduct Officer, Dean of Students. Bill McGarvey seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Rachel Griffiths to the Position of Administrative Officer, Vice President for Student Affairs

Verna Henson moved the Board of Trustees approve the appointment of Rachel Griffiths to the position of Administrative Officer, Vice President for Student Affairs. Dawn King seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Raquel Guerra to the Position of Academic Advisor, Student Success Center

Melissa Skipworth moved the Board of Trustees approve the appointment of Raquel Guerra to the position of Academic Advisor, Student Success Center. Verna Henson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Grace Ritta to the Position of Student Life Specialist II, Student Life Department

Verna Henson moved the Board of Trustees approve the appointment of Grace Ritta to the position of Student Life Specialist II, Student Life Department. Bill McGarvey seconded the motion; all voted in approval.

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

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

Academic Affairs Item(s)

Consideration of and Possible Action to Approve the New Associate of Applied Science Degree in Surgical Technology

Melissa Skipworth moved the Board of Trustees approve the new Associate of Applied Science Degree in Surgical Technology. Bill McGarvey seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the New Associate of Applied Science Degree in Instrumentation and Electrical Technology

Bill McGarvey moved the Board of Trustees approve the new Associate of Applied Science Degree in Instrumentation and Electrical Technology and Level One and Level Two Certification. Melissa Skipworth seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the 2025-2026 Plan Year Police Professional, Flood, Auto, Professional, General, Employee Benefit, and Cyber/Privacy Insurance Renewals

Melissa Skipworth moved the Board of Trustees approve the 2025-2026 Police Professional, Flood, Auto Professional, General, Employee Benefit and Cyber/Privacy Insurance Renewal as stated in the 2025-2026 proposal analysis for an amount not-to-exceed \$195,000 to be paid from FY 24-25 operating budget. Verna Henson seconded the motion; all voted in approval.

Financial Report(s)

Consideration of and Possible Action to Accept the November 2024 and the December 2024 Investment and Financial Reports

Verna Henson moved the Board of Trustees accept the November and December 2024 Investment Report and the November and December 2024 Financial Reports. Melissa Skipworth seconded the motion; all voted in approval.

Consideration of and Possible Action to Accept the November 2024 Quarterly Investment Report

Bill McGarvey moved the Board of Trustees accept the November 2024 Quarterly Investment Report. Melissa Skipworth seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Order and Resolution for the Board of Trustees Election to be Held on May 3, 2025

Melissa Skipworth moved the Board of Trustees approve the Order and Resolution, calling the Board of Trustees election to be held on May 3, 2025. Dawn King seconded the motion; all voted in approval.

Consideration of and Possible Action to Schedule the May 2025 Board of Trustees Meeting on Wednesday, May 28, 2025

Verna Henson moved the Board of Trustees approve to schedule the May 2025 Board of Trustees meeting on Wednesday, May 28, 2025. Bill McGarvey seconded the motion; all voted in approval.

Board Report

Melissa Skipworth – thanked everyone for responding to the weather issues and keeping everyone safe.

President's Report

Updates

Fall End-of-Term Enrollment Report – Dr. Brewer updated the Board on the Fall enrollment.

Preliminary Spring Enrollment Update – Dr. Brewer updated the Board on the preliminary Spring enrollment.

Reminders/Announcements

Board Meetings

February 2025 – Monday, February 24th

March 2025 – Monday, March 31st

April 2025 – Monday, April 28th

May 2025 - Wednesday, May 28th (if approved)

Martin Luther King Celebration, Tuesday, January 21, 2025, 12:30 p.m., COM Conference Center

Resignations and Retirement Report

Miscellaneous

Dr. Nichols distributed a DRAFT copy of the strategic plan.

Discussion of the President's Annual Evaluation

Executive Session 2:45 p.m.

Don Gartman read the paragraph allowing the Board to move into executive session.

Open Session 3:33 p.m.

Upon reconvening, Don Gartman stated that the Board discussed the President's Evaluation. The consensus: Dr. Nichols is doing an excellent job.

Each of the trustees made a comment:

Verna Henson– excellent job.

Melissa Skipworth– excellent job; leadership; transformed our college.

Dawn King – ditto everything and the Board is in support of a project that you would like to complete before your retirement.

Bill McGarvey– reiterated what everyone said. Right person and the right time. A tremendous help to this college and the community.

Don Gartman– I appreciate everything you’ve done for the college.

No action on any closed session items.

Adjournment at 3:40 p.m.



Melissa Skipworth, Secretary
Board of Trustees



Don Gartman, 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. Faculty Senate – Candice Edmonston, President
- B. Professional Council – Alisha Lyon, President
- C. Classified Council – Sonia Kukuch, President
- D. Student Government Association – Maia Morales Morales, President

Bond Update

College of the Mainland, 2023 Bond Program
Board Meeting

February 24, 2025



Welding Building & Industrial Ed (WELD_IE)

Architect: Joiner Architects

CMAR: Pogue Construction

Completed Activities:

- Welding Building:
 - Electrical panel replaced
- IE Building:
 - Concrete floors refinished

Project Milestones:

- Design Phase: July 2023 – Mar 2024
- CMAR Procurement: Aug 2023 – Oct 2023
- Construction Phase: June 2024 – Sep 2025
- Project is on Schedule

Ongoing/Upcoming Activities:

- Welding Building:
 - Roof installation
 - Overhead electrical lines rerouted
- Industrial Education Building:
 - Electrical rough-in
 - Interior Painting
 - Install new light fixtures
- Site Lighting: to be completed by 2/28

Project Cost:

- Total Project Budget: \$ 15,788,882.00
- Project Cost to Date: \$ 5,685,223.07
- Total Construction Cost: \$ 12,372,216.00
- Construction Cost to Date: \$ 4,276,122.78
- Project is in Budget

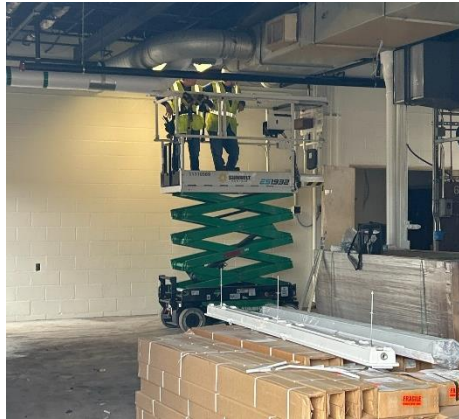
WELD_IE



IE building shop floor complete.



CNC room floor complete.



New lighting fixture in the welding building.



New site lighting power circuits installed.

Public Safety Careers Center (PSC)

Architect: RDLR Architects

CMAR: Durotech, Inc.

Completed Activities:

- Detention pond excavated
- Spread footing poured
- Main electrical duct bank installed
- Training Tower approved by the Texas City Development Board

Project Milestones:

- Design Phase: July 2023 – June 2024
- Bidding: Aug 2024 – Oct 2024
- Construction Phase: Nov 2024 – March 2026
- Project is on Schedule

Ongoing/Upcoming Activities:

- Hydronic piping
- Pour grade beams
- Concrete swale in detention pond

Project Cost:

- Total Project Budget: \$34,189,359.65
- Project Cost to Date: \$1,771,643.72
- Total Construction Cost: \$26,785,339.00
- Construction Cost to Date: \$54,391.00
- Project is in Budget

PSC



New HVAC system hydronic piping.



Spread footings reinforcement.



Concrete at spread footings in progress.



Shooting range building pad complete, survey in progress.

Corporate & Continuing Ed Center (CCEC)

Architect: Kirksey Architecture

CMAR: Tellepsen

Completed Activities:

- Rough grade at parking lot
- Site utilities in parking lot
- Under slab plumbing (Area B)
- Underground electrical (Area B)
- Grade beams, spread footings and plinths

Project Milestones:

- Design Phase: Oct 2023 – Jul 2024
- Bidding: Aug 2024 – Oct 2024
- Construction Phase: Nov 2024- Dec 2025

Ongoing/Upcoming Activities:

- Under slab utilities (Area A)
- Parking lite sight lighting conduits, low voltage and power
- Building slab by end of February
- Boring for fiber from main campus

Project Cost:

- Total Project Budget: \$15,579,344.24
- Project Cost to Date: \$ 736,743.10
- Total Construction Cost: \$13,027,057.00
- Construction Cost to Date: \$20,000.00
- Project is in Budget



CCEC



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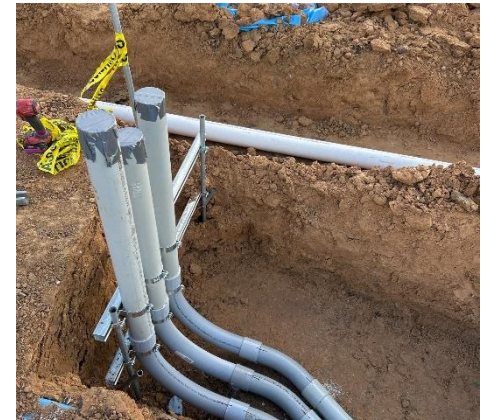
Reinforcement bar at grade beams.



Concrete at grade beams.



Under slab plumbing in progress.



Underground electrical in progress.

College Services Addition/ Renovation (CSAR)

Architect: RDLR Architects

CMAR: TBD

Completed Activities:

- Architect Contract executed
- Design Kickoff Meeting (1/21/2025)
- Programming Meeting # 1

Project Milestones:

- Design Phase: Jan 2025 – Sep 2025
- Bidding: Oct 2025 – Jan 2026
- Construction Phase: May 2026 - Apr 2027

Ongoing/Upcoming Activities:

- Programming/Schematic Design
 - Options presented to COM estimated the first week of March
- CMAR Procurement

Project Cost:

- Total Project Budget: \$9,047,373.02
- Project Cost to Date: \$ 6,748.00
- Total Construction Cost: \$7,000,000.00
- Construction Cost to Date: \$0
- Project is in Budget

Infrastructure – Parking lots A, B and C, and Deferred Maintenance – Underground Utilities

Completed Activities:

- Phase 1(Lot C) –Parking Lot available. Final punch list walk through completed February 12, 2025.
- Phase 2(Lot B) –Paving demolition is 100% complete. City water meter installation completed.
- Storm sewer connection from detention pond(at Lot C) to the city storm line is complete.

Ongoing/Upcoming Activities:

- Phase 1(Lot C) –Final punch list walk through scheduled February 12, 2025.
- Phase 2 (Lot B) Phase 2 –Domestic water line, fire water line, and storm sewer at 80% complete.
- Approximately 60% complete at the COMmons underground utilities.

Project Milestones:

- Phase 1 –Parking Lot C and Underground Utilities
July 2024 – Dec 2024 New Concrete Paving & Sidewalks
- Phase 2 –Parking Lot B and Underground Utilities
Dec 5, 2024 - Apr 3, 2025
- Phase 3 – Parking Lot A and Underground Utilities Apr 4, 2025 – Sept 30, 2025
- Underground Utilities –COMmons area
Aug 2024 – Feb 2025

Project Cost:

- Total Project Budget: \$ 12,839,580.19*
- Project Cost to Date: \$ 4,547,152.00
- Total Construction Budget: \$ 9,762,700.00
- Construction Cost to Date: \$ 4,065,221.12
- Project is in Budget

* Combined TPC for both Parking lots and Deferred Maintenance- Utilities

Parking Lot A,B,C



Lot B storm drain manhole.



New fire/domestic water in place.



Sanitary sewer line mid campus.



Grading at lot B in progress.

Infrastructure – Deferred Maintenance – Buildings – Reroof of Student Ctr and Conf Ctr

A/E: Joiner Architects

Contractor: Tadco Roofing

Ongoing Activities:

Re-roof work at Conference Center:

- Material submittals
- Crew mobilized and materials delivered at Conference Center site Oct 28th
- Pull Test completed Nov 4th
- Work started Nov 5th
- Uplift Test performed Nov 7th
- Start up conference center Nov 26th
- Substantial Completion target – Feb 14, 2025

Re-roof work at Student Center:

- Board of Trustees approved Change Order No.1(\$379,898.14) on Jan 27, 2025
- Material submittals in progress

Project Milestones:

- Design Phase: Complete
- GC Procurement (CSP): Complete
- Construction Phase: Sept 2024 to March 2025
- To begin Student Center work March 17, 2025
- Target completion date April 2025

Project Cost:

- Total Project Budget: \$ 1,727,883.14*
- Project Cost to Date: \$ 753,677.31
- Total Construction Budget: \$ 1,570,621.94
- Construction Cost to Date: \$ 800,801.31

- * Sub-project Budgets are part of the Infrastructure-deferred maintenance – buildings budget



Reroofing Project

Conference Center



New base sheets installed.



Conf. center low roof in progress.



New top sheet in place, working the seams.



Detail work on top sheet in progress.

Library Classroom Building (LCB)

Architect: Cannon Design

CMAR: Vaughn Construction

Completed Activities:

- Construction Documents were issued for permit and bidding on February 7.
- Additional service for Signage and Wayfinding, COMmons and Site Lighting and demolition of B11, firing range, racquetball courts and LRC was approved at January BOT meeting. This will be a separate bid package fall of 2025 and amendment to April GMP.

Ongoing/Upcoming Activities:

- Team is working on the design of Parking Lot D and Monticello; an update on this design will be presented at this meeting.
- Bids are due March 7. Expect to award GMP at April BOT.

Project Milestones:

- Design Phase: July 2023 – Feb 2025
- Construction Phase: Apr 2025 – Apr 2027
- Project is on Schedule

Project Cost:

- Total Project Budget: \$ 123,453,618 *
- Project Cost to Date: \$ 4,287,525.06
- Total Construction Cost: \$ 99,546,407 *
- Construction Cost to Date: \$ 0.00
- Project scope is aligned with current Budget

* TPC and Cons Cost will be increased to incorporate additional scope.

Library + Classroom Building

Steering Committee Update

February 14, 2025



Objective

Update on Lot D and Monticello
Design

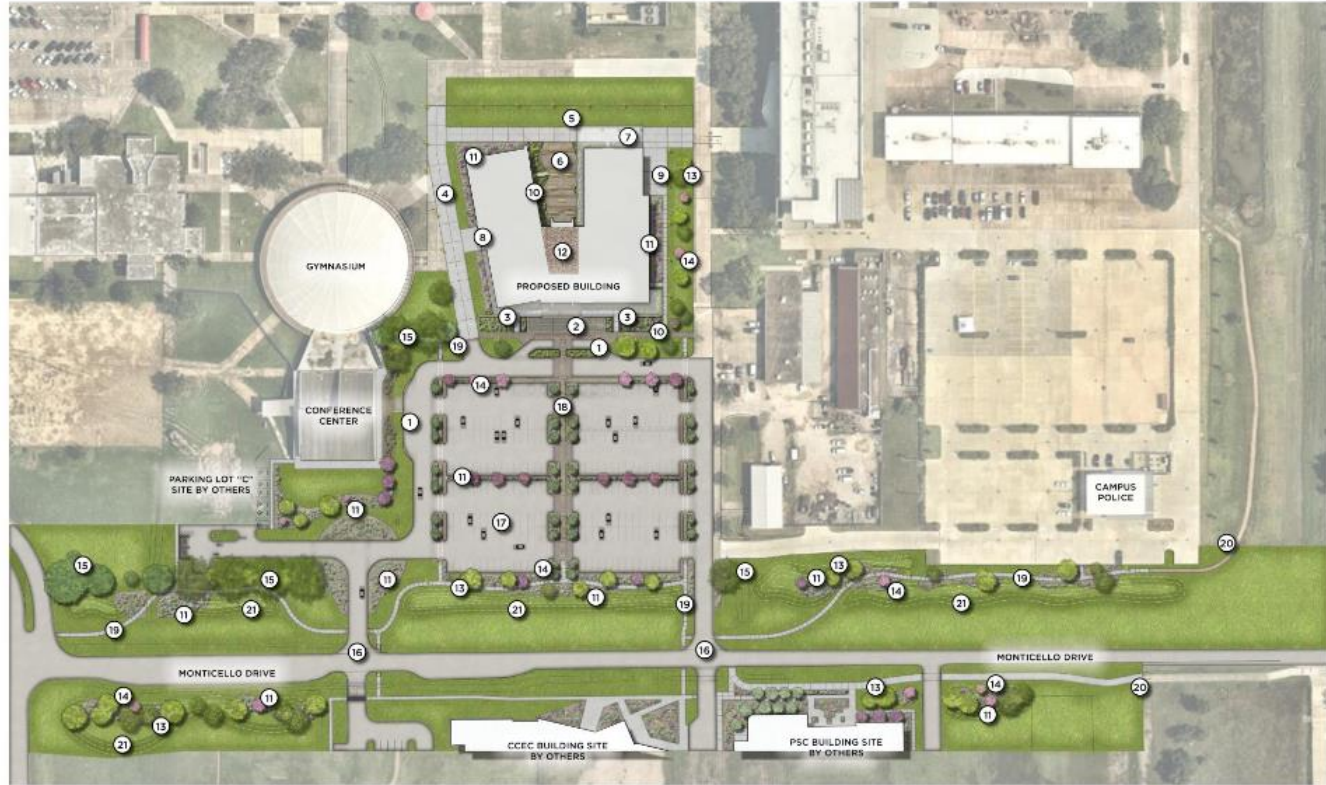
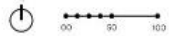
Agenda

- Design Updates
- Conversation regarding berms

Site Plan

LEGEND

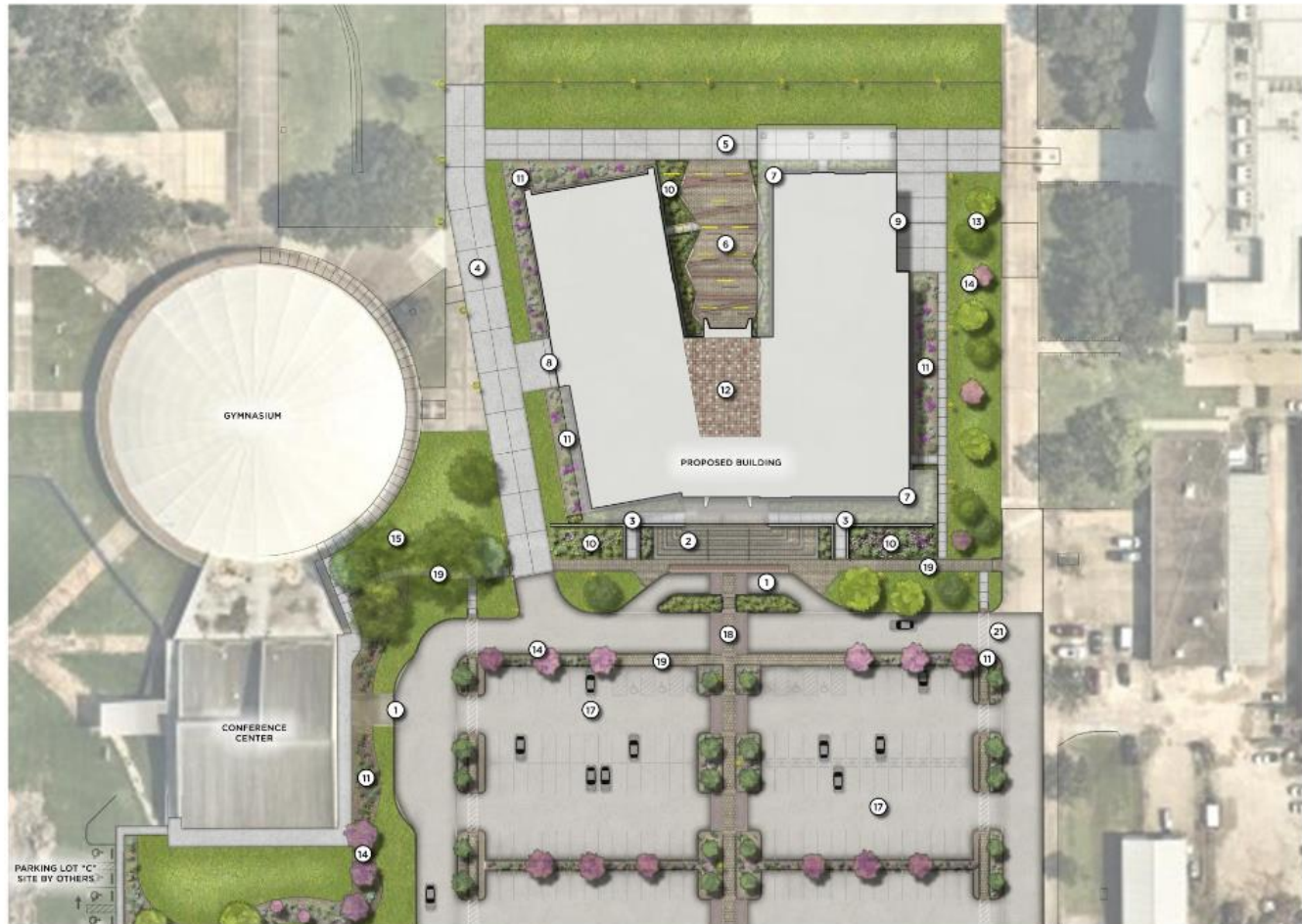
- ① DROP OFF
- ② ENTRY STEPS
- ③ ACCESSIBLE ENTRY
- ④ AERIAL APP. FIRE LANE
- ⑤ AERIAL APP. FIRE LANE (GRASS)
- ⑥ COURTYARD
- ⑦ BUILDING OVERHANG
- ⑧ LOADING/SERVICE DRIVE
- ⑨ LIBRARY AND UTILITY ACCESS
- ⑩ SHRUBS & GROUNDCOVER
- ⑪ XER-SCAPE PLANTING
- ⑫ ROOF DECK
- ⑬ SHADE TREES
- ⑭ ORNAMENTAL TREES
- ⑮ EXISTING TREES
- ⑯ PARKING LOT ENTRANCE/EXIT
- ⑰ PARKING LOT D
- ⑱ PAVER PROMENADE
- ⑲ PROPOSED SIDEWALK
- ⑳ EXISTING TRAIL
- ㉑ BERMS



Site Plan

LEGEND

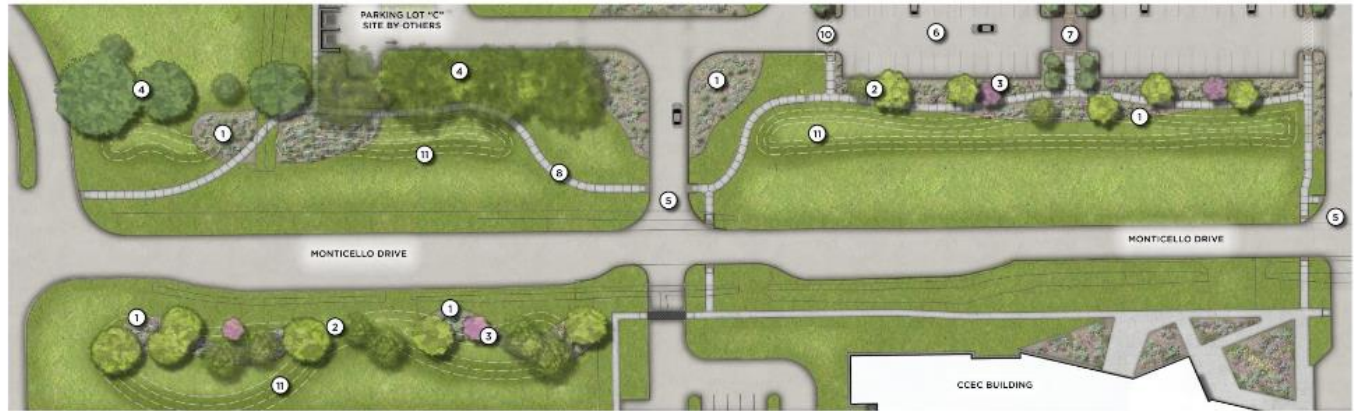
- ① DROP OFF
- ② ENTRY STEPS
- ③ ACCESSIBLE ENTRY
- ④ AERIAL APPR. FIRE LANE
- ⑤ AERIAL APPR. FIRE LANE (GRASS)
- ⑥ COURTYARD
- ⑦ BUILDING OVERHANG
- ⑧ LOADING/SERVICE DRIVE
- ⑨ LIBRARY AND UTILITY ACCESS
- ⑩ SHRUBS & GROUNDCOVER
- ⑪ XERISCAPE PLANTING
- ⑫ ROOF DECK
- ⑬ SHADE TREES
- ⑭ ORNAMENTAL TREES
- ⑮ EXISTING TREES
- ⑯ PARKING LOT ENTRANCE/EXIT
- ⑰ PARKING LOT
- ⑱ PAVERS
- ⑲ PROPOSED SIDEWALK
- ⑳ EXISTING TRAIL
- ㉑ PARKING LOT STRIPPING



Site Plan

LEGEND

- ① XERISCAPE PLANTING
- ② SHADE TREES
- ③ ORNAMENTAL TREES
- ④ EXISTING TREES
- ⑤ PARKING LOT ENTRANCE/EXIT
- ⑥ PARKING LOT
- ⑦ PAVERS
- ⑧ PROPOSED SIDEWALK
- ⑨ EXISTING TRAIL
- ⑩ PARKING LOT STRIPPING
- ⑪ BERMS



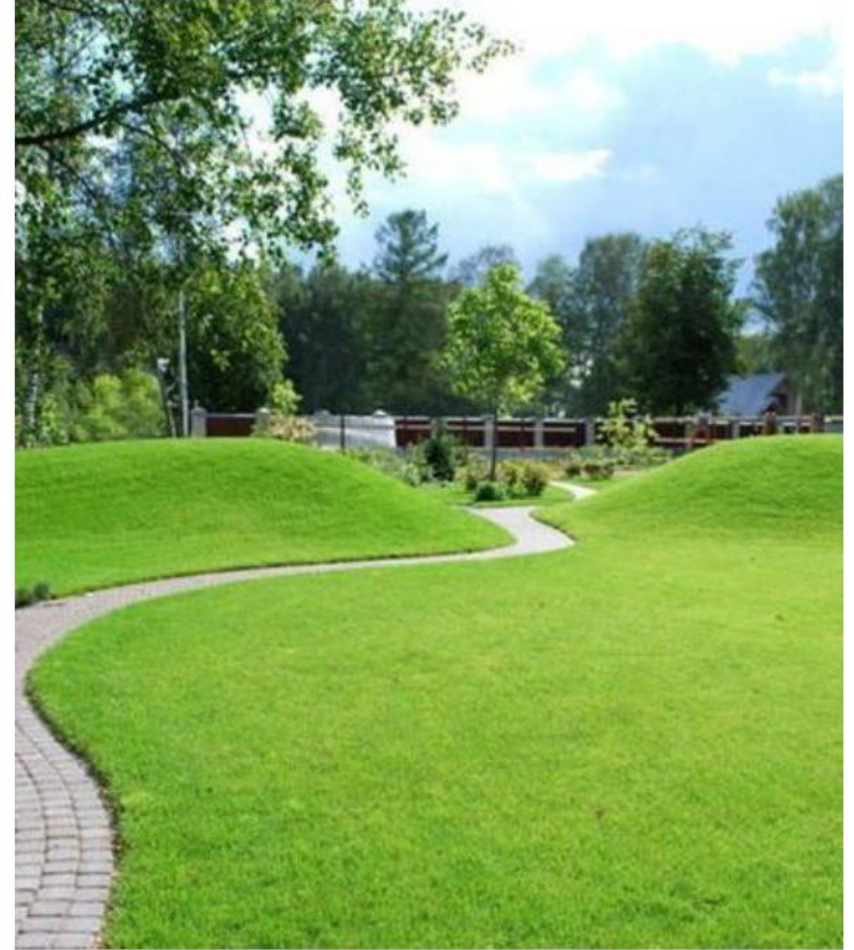
Precedent Images - Xeriscape



Precedent Images - Xeriscape



Precedent Images - Berms



Infrastructure – Deferred Maintenance – Buildings – Fine Arts Electrical/Door Upgrade

A/E: RDLR/DBR

Contractor: TBD

Ongoing Activities:

Fine Arts Electrical Upgrade and Door/Hardware renovation:

- Project schedule: Estimated to be complete with documents May 2025 and begin construction July 2025
- Project will be bid as a Competitive Sealed Proposal
- Scope meeting was held with COM staff was held January 24

Project Milestones:

- Design Phase: TBD
- GC Procurement (CSP): TBD
- Construction Phase: TBD

Project Cost:

- Total Project Budget: \$ 1,944,440.84*
- Project Cost to Date: \$ 6668.31
- Total Construction Budget: \$ 1,500,000.00
- Construction Cost to Date: \$ 0.00
- Project is in Budget

- * Sub-project Budgets are part of the Infrastructure-deferred maintenance – buildings budget

Campus Furniture Planning

A/E: Cannon Design Furniture Studio

Vendor(s): TBD

Completed Activities:

- Furniture bid documents were issued to approved co-op vendors on Jan 18, 2025 for pricing.

Project Milestones:

- Design Phase: April 2024 – Sept 2024
- Bid Package: Sept 2024 – Jan 2025
- Supplier Procurement (CSP): Jan 2025
- Construction Phase: Per project

Ongoing/Upcoming Activities:

- Furniture bids are due February 17.
- Expect to award at March BOT

Project Cost:

- Total Project Budget: \$ TBD
- Project Cost to Date: \$ 221,989.16
- Total Construction Cost: \$ TBD
from within overall FF&E budget of \$11,531,102.10
- Construction Cost to Date: \$ 0.00
- Project is in Budget



Questions





PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: February 24, 2025
Subject: Recommendation – Director, Equal Opportunity and Title IX (Replacement)

Presented for recommended approval to the Board of Trustees on February 24, 2025 and forwarded for recommended approval to the Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve the appointment of Teclesha Blanchard to the position of Director Equal Opportunity and Title IX, President’s Office.”

PURPOSE

The Director, Equal Opportunity and Title IX must be committed to fostering a campus environment free from sexual harassment and discrimination and will be responsible for the compliance requirements that fall under Equal Opportunity and Title IX. The Director will be responsible for oversight of alleged discrimination or sexual harassment complaints, maintaining and tracking all statistics required by college policy as well as federal and state regulations. The Director will serve as the campus Title IX Coordinator and provide Title IX-related consultation to college officials as necessary; conduct prompt and thorough investigations; develop Title IX education and awareness programs; maintain training records; recommend policies and practices and oversee the activities of campus Deputy Title IX Coordinator(s).

BACKGROUND

This is a replacement position for Dr. Sarah David.

IMPLICATIONS

Financial: \$96,190 from budget 11-0-0000-5158-5140.

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

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: February 24, 2025
Subject: Recommendation – Director of Nursing (Replacement)

Presented for recommended approval to the Board of Trustees on February 24, 2025 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 Rachel Fano to the position of Director of Nursing, Nursing Department.”

PURPOSE

Responsible for directing and supervising all operations related to the Nursing program.

BACKGROUND

This position is replacing Dr. Debra Bauer.

IMPLICATIONS

Financial: \$137,424 from budget 11-0-0000-3104-5140.

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

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: February 24, 2025
Subject: Recommendation – Database Specialist and Prospect Researcher (Replacement)

Presented for recommended approval to the Board of Trustees on February 24, 2025 and forwarded for recommended approval to the Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: “I move the Board of Trustees approve the appointment of Clara Hamilton to the position of Database Specialist and Prospect Researcher, COM Foundation & Resource Development.”

PURPOSE

The Database Specialist and Prospect Researcher will take responsibility for accurately maintaining the COM Foundation database, using a system of identifying, researching, and tracking new major-gift prospects, and coordinating day-to-day prospecting operations. More specifically, this includes oversight and prospect management, gift processing, report production and data analysis.

BACKGROUND

This is a replacement position for Anita Garcia.

IMPLICATIONS

Financial: \$50,980 from budget 11-0-0000-5142-5140.

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

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: February 24, 2025
Subject: Recommendation – Director, Student Engagement & Activities (Replacement)

Presented for recommended approval to the Board of Trustees on February 24, 2025 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 Fred Hodges to the position of Director, Student Engagement & Activities, Dean of Students Office.”

PURPOSE

The Director of Student Engagement & Activities is responsible for fostering a vibrant and inclusive campus community by developing and implementing innovative programs and initiatives that enhance the student experience. This role involves overseeing a wide range of student activities, including clubs, organizations, and special events. The Director will collaborate with faculty, staff, and students to create a dynamic campus culture that promotes student success, leadership development, and personal growth.

BACKGROUND

This position is replacing Tige Cornelius.

IMPLICATIONS

Financial: \$72,793 from budget 11-0-0000-4115-5140.

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: February 24, 2025
Subject: Recommendation – Acceptance of Non-Contractual Positions Hiring Report

Presented for recommended acceptance to Board of Trustees on February 24, 2025.

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:

Accounting Specialist III – Accounts Receivable - \$40,739 from budget 11-0-0000-5112-5160

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	Accounting Specialist III - Accounts Receivable	Business Office	Provides a variety of routine accounting office support to various College offices. May perform general office support duties including data entry, refunding, and invoicing as assigned.	Replacment for Nicole Haduch	Kasi Espinosa	\$40,739	\$36,437 - \$45,546 - \$54,656
2							
3							
4							
5							
6							
7							
8							



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: February 24, 2025
Subject: New position request (Financial Analyst)

Presented for recommended approval to the Board of Trustees on February 24, 2025 and forwarded for recommended approval to the Board of Trustees on the same date.

MINUTE ORDER

Motion to be acted upon: "I move the Board of Trustees approve the Financial Analyst position for the Vice President for Fiscal Affairs Division."

PURPOSE

The Financial Analyst is responsible for managing financial activities related to House Bill 8 (HB 8), insurance, asset management, and budgetary oversight. This position ensures financial compliance, prepares reports, and supports financial decision-making processes to optimize funding and expenditure management at the College of the Mainland.

BACKGROUND

This position will support the Vice President for Fiscal Affairs Division. This position will be funded through vacancy savings.

IMPLICATIONS

Financial: \$82,587 from budget 11-0-0000-5112-5140.

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. Job description



Job Title: Financial Analyst

Wage/Hour Status: Exempt

Reports to: Controller

Pay Grade: 197

Department: Business Office

Date Revised: 02/2025

CLASS SUMMARY:

The Financial Analyst is responsible for managing financial activities related to House Bill 8 (HB 8), insurance, asset management, and budgetary oversight. This position ensures financial compliance, prepares reports, and supports financial decision-making processes to optimize funding and expenditure management at the College of the Mainland.

Key Responsibilities:

House Bill 8 (HB 8) Compliance & Reporting

- Support campus units with HB 8 reporting, compliance, and funding efforts.
- Acquire and maintain a thorough understanding of House Bill 8 (HB 8) requirements to provide guidance and support as needed.
- Audit HB 8 reports for accuracy and completeness and provide performance outcomes and insights to leadership for continuous monitoring and improvement.
- Familiarize with the reporting dashboard and assist in its use to support outcome optimization and ensure alignment with THECB funding requirements.
- Attend and provide ongoing training on HB 8 policies, procedures, and reporting requirements.
- Reconcile HB 8-related payments from the State of Texas.
- Audit Dual Enrollment and Collegiate High School HB 8 FAST submissions, reimbursements, and associated compliance.

Budget Analysis & Financial Oversight

- Monitor budget expenditures and provide monthly updates to administration.
- Conduct budget training sessions for campus units.
- Assist in developing budget policies and guidelines.
- Assist with the creation of the annual fiscal budget and coordinate workshops for cabinet and board review.
- Compile all departmental budgets and finalize the College of the Mainland annual budget book.
- Develop proficiency in Access or other budgeting software.
- Collaborate with HR to verify staff and faculty contract renewals and new position requests.
- Work with Administrative Officers and Budget Managers for budget oversight.
- Review and verify lease agreements for the annual audit.
- Coordinate with Purchasing to reconcile capital outlay for year-end reporting.
- Oversee financial tracking and reporting of construction in progress (CIP), ensuring accurate budgeting, compliance, and account reconciliation.

- Coordinate with Information Technology Services to manage software leases for annual audits.
- Oversee insurance-related appraisals for College of the Mainland assets.
- Review, assess, and manage insurance requirements for college property, ensuring coverage aligns with institutional needs.
- Coordinate and work closely with college departments, staff, FEMA, and other relevant agencies as needed.
- Perform additional duties as assigned.

Qualifications:

- **Education:** Bachelor's degree in Finance, Accounting, Business Administration, or a related field required; Master's degree preferred.
 - **Experience:** Minimum of three years of experience in budgeting, financial analysis, asset management, or insurance administration.
 - **Skills:**
 - Strong analytical and problem-solving abilities.
 - Proficiency in financial software and data analysis tools.
 - Excellent communication and presentation skills.
 - Ability to manage multiple priorities and deadlines.
 - Knowledge of governmental financial regulations and compliance standards.
-

Work Environment:

- Office setting with occasional meetings and presentations.
- Some travel may be required for training, workshops, or meetings.

This job description outlines the responsibilities and expectations for the Financial Analyst position at the College of the Mainland. The role requires a combination of analytical expertise, financial management, and compliance oversight to support the institution's financial health and sustainability.



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: February 24, 2025
Subject: Agenda Item for COM Board of Trustees

AGENDA ITEM DESCRIPTION:
Approval of increase to contract 25-04 for Payroll Software

FUNDING SOURCE:
Operating Budget

PURPOSE
Provide automated efficiencies for Human Resource management to include payroll tracking and distribution.

PROPOSED MOTION:
'I move the Board of Trustees approve an increase to contract 25-04 for the purchase of Workforce Now Time and Attendance Essential Time software module to be paid with funds from the operating budget.'

BACKGROUND:
On June 6, 2024, the college entered into an agreement with ADP, Inc. for the implementation of Workforce Now as a software tool to provide efficiencies in payroll transactions and human resource administrative services...

Table with 3 columns: Item, Year 1 (3/1/2025 - 2/28/2026), Year 2 (3/1/2026 - 2/28/2027). Rows include Workforce Now, Essential Time, 2 Year Contract Total, Contingency, and Total Not-To-Exceed (NTE).

Attachments:

- ADP Workforce Now Agreement (dated 6/6/2024)
ADP Essential Time Proposal (dated 2/18/2025)

ADDENDUM
to
GLOBAL MASTER SERVICES AGREEMENT
between
ADP, INC.
and
COLLEGE OF THE MAINLAND

This addendum (the "**Addendum**") is made and effective as of the date of the last signature hereto between ADP, Inc. with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 ("**ADP**") and COLLEGE OF THE MAINLAND with its principal place of business at 1200 N. Amburn Rd., Texas City, TX 77591 ("**Client**"), and contains changes, modifications, revisions and additions to the ADP Global Master Services Agreement dated of even date herewith between ADP and Client (as amended, the "**Agreement**").

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. The Cover Page of the Agreement is amended by deleting the sentence above the list of Services and the signature block and replacing it with the following:

"ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this ADP Global Master Services Agreement and in accordance with ADP's cooperative purchasing agreement with OMNIA Partners, Contract No. R200701, which resulted from a competitive selection process by which OMNIA Partners selected ADP as a qualified vendor of Managed Business / Outsourced Services."

2. Section 1.2 (General) of the Global Master Terms and Conditions of the Agreement is amended by (i) adding the following new definition and (ii) replacing all references to "gross negligence" within the Agreement with the defined term "Gross Negligence":

"1.2.51 "**Gross Negligence**" shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention."

3. Section 3.2 (**Design of the Services**) of the Global Master Terms and Conditions of the Agreement is amended by adding the following to the end of the section:

"Notwithstanding anything to the contrary herein, Client acknowledges and agrees that the Services are not designed to assist Client in complying with Title IV of the Higher Education Act of 1965, as amended (HEA). However, to the extent Client uses the Services to support Title IV, HEA programs. Client will comply with the following requirements:

- i. Client will not fund its Payment Services obligations for Federal Work Study Students ("FWS" Students) utilizing Title IV federal funds;
- ii. Client will verify the eligibility status of all FWS Students prior to providing any FWS data to ADP and thereafter Client will continuously update and maintain the accuracy of all FWS Students data provided to ADP;
- iii. Client will review and verify the hours worked by all FWS Students; and

- iv. Client will immediately notify ADP of any change of an individual's FWS Students status or error contained in any FWS Students data provided to ADP."
4. Section 4.1 (**General**) of the Global Master Terms and Conditions of the Agreement is amended by revising subsection (x) of the last sentence of the section as follows:
- "(x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, including disclosures required by the Public Information Act, Chapter 552, Texas Government Code disclose any ADP Confidential Information provided that Client (i) gives ADP prompt notice of every such disclosure request to enable ADP to take action to protect such information if it deems necessary, (ii) provides ADP with the name or entity seeking such information, (iii) disclose no more of ADP's Confidential Information than is required by the applicable law, rule, regulation or ruling, and request that the Confidential Information so disclosed is treated confidentially, and (iv) not post any ADP Confidential Information on any public Internet website,"
5. Section 6 (**Indemnities**) of the Global Master Terms and Conditions of the Agreement is amended by adding a new subsection 6.2A (**Additional Client Indemnity**) as follows:
- "**6.2A Additional Client Indemnity.** Client shall, subject to Sections 6.3 and 7, defend ADP, ADP Affiliates and ADP subcontractors and their respective officers, directors, members, managers, shareholders, employees, agents and representatives (collectively, the "**Indemnified Parties**") against any third party claims and shall indemnify and hold the Indemnified Parties harmless from any resulting damage awards or settlement amounts in any cause of action arising from or related to Client's breach of (x) Client's obligations in connection with any participation by Client in Title IV, HEA programs (including, but not limited to, storing of any student data or any other obligation outlined in 34 C.F.R. §668) and (y) Client's obligations set forth in section 3.2 (Design of the Services)."
6. Section 7.3 (**Matters not Subject to the Cap**) of the Global Master Terms and Conditions of the Agreement is amended by adding the following as a new subsection 7.3.8:
- "7.3.8 Client's indemnity set forth in Section 6.2A (Additional Client Indemnity)."
7. Section 11 (**Payment Terms**) of the Global Master Terms and Conditions of the Agreement is amended by adding the following as a new subsection 11.11 (Appropriated Funds):
- "**11.11 Appropriated Funds.** The purchase of Services, under this Agreement, is contingent upon the availability of appropriated funds. The parties agree that ADP will invoice Client for the Services provided pursuant to the terms of this Agreement. In the event sufficient funds are not appropriated by the governing body resulting in Client being unable to pay for Services as required under this Agreement, Client may terminate this Agreement on thirty (30) days prior written notice, provided, however, that Client is responsible for any amounts due to ADP for Services provided up to the date of termination. The parties agree that ADP is not obligated to provide any Services to Client to the extent that Client does not have sufficient funds appropriated to pay for such Services and ADP may terminate this Agreement upon notice to Client."
8. Section 11.4 (**Invoicing**) of the Global Master Terms and Conditions of the Agreement is amended by deleting the second sentence and replacing it with the following:
- "Notwithstanding anything to the contrary listed on the Sales Order, Client will pay all invoices in full via payment by check within thirty (30) days of the invoice date."
9. Section 12.2 (**Termination for Cause**) of the Global Master Terms and Conditions of the Agreement is amended to delete the last sentence and replace it with the following: "ADP may also terminate (i) this Agreement or (ii) the Services or a portion thereof immediately on written notice to Client if (x) the

provision of any Services to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it or them including any sanction laws, or (y) Client's breach of Client's obligations set forth in section 3.2 (Design of the Services). Further, ADP reserves the right to request changes to Client's obligations in connection with its use of the Services in connection with Title IV, HEA programs and if Client does not agree with such changes, ADP may terminate this Agreement or Services upon written notice to Client."

10. Section 15.12 (**Governing Law**) of the Global Master Terms and Conditions of the Agreement is amended by replacing "New York" with "Texas".
11. Section 15.13 (**Communications to U.S. Based Employees**) of the General Master Terms and Conditions of the Agreement is hereby deleted in its entirety and replaced with "[Intentionally Omitted]."
12. Section 15.14 (**Jurisdiction**) of the Global Master Terms and Conditions of the Agreement is amended by replacing "New York, New York" with "Galveston County, Texas" in both the first and second sentence.

All other terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum prevails. The terms defined in the Agreement and used in this Addendum have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum. This Addendum may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Addendum and the Agreement.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto.

ADP, INC.

Karin Garrido

[ADP Signature]

Karin Garrido

[ADP Name]

VP/GM

[ADP Title]

6/4/2024

[ADP Date]

COLLEGE OF THE MAINLAND

Ronald LeVick

[Client Signature]

Ronald LeVick

[Client Name]

Chief Information Officer

[Client Title]

6/4/2024

[Client Date]



What's the big deal about best proofs?

Using the best proofs of federal identification can mean providing World Class Service for your clients!

During set up, federal proofs are required. By obtaining the exact federal employer identification number (FEIN) and legal name for our clients, accurate EFTPS enrollments are ensured. Using incorrect information can result in the following:

- Inaccurate posting of deposits
- Increased tracer volume
- Slower tracer turnaround
- Numerous agency calls to resolve discrepancies

These situations negatively impact ADP, the IRS, and our clients. Unless we address these issues, confirmed enrollments may become a prerequisite to starting Tax Filing Service. So, you see, getting the right proof the first time is a “big deal” and a small price to pay for World Class Service!

While the “Best Proofs” list is a guide to the most common proofs, it is not intended to be comprehensive. Please remember the following:

- Any current IRS source document, six (6) months old or less, that includes the client’s FEIN and legal name can be used as proof.
- As the IRS implements new programs and processes (e.g., internet sources), new forms of proof will become available.
- It is up to you to work with your Sales office to determine which of the acceptable proofs identified will be required by your region.

BEST PROOFS

Form 941 Composite Form 940 Composite	A recent notice, or statement printed by the IRS reflecting the client's name and FEIN: This includes the FEIN Verification Letter or any other IRS issued notification.
Form 9779 EFTPS Deposit Confirmation	EFTPS Business Enrollment Form: Obtain original (with preprinted Taxpayer Information section) if the client has not yet enrolled. Obtain copy (with the pre-printed Taxpayer Information Section) if the client has already enrolled. If the client is currently using the EFTPS ACH debit payment option by using the eftps.gov web site, they can print a confirmation each time they make a deposit. Or if they utilized the ACH credit or fed wire options, they can view their payment history and print from eftps.gov . This will display their company name and FEIN.
Other Source Documents	Any IRS document that includes the client's FEIN and legal name.
Copies of Filed Returns from other Payroll Providers	Copies of competitor returns are permitted if: they are computer prepared and are not more than two quarters prior to ADP start date.
Form SS-4	Form SS-4 is used to obtain an EIN. Only the IRS online version can be used as proof, but not if it is more than 90 days old.

Investment Summary

Quote Number 02-2024-196894 4



Company Information

College Of The Mainland
1200 N Amburn Rd
Texas City, TX 77591-2435
United States

Executive Contact

Ronald LeVick
CIO
rlevick@com.edu
(409) 933-8344



700

Total
Employees



\$7,000.05

Implementation
Costs



\$45,934.00

Total Annual
Investment

Expiration

6/12/2024

ADP Sales Associate

Shaf Ahmed
UMDM Hunter
shaf.ahmed@adp.com
832-805-2352

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.



GLOBAL MASTER SERVICES AGREEMENT

Effective Date: 6/6/2024

As between:

ADP, INC.
(Referred to in this agreement as "ADP")
One ADP Boulevard
Roseland, NJ 07068

-and-

College Of The Mainland
(Referred to in this agreement as "Client")
1200 N Amburn Rd
Texas City, TX 77591-2435

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement and the applicable Sales Order (as defined herein):

- ADP Payroll Services – delivered via ADP Workforce Now
- ADP DataCloud
- ADP Document Cloud
- ADP Marketplace
- Employment Verification Services
- ESS & MSS Technology
- History Conversion Services
- Human Resources Administration Services – delivered via ADP Workforce Now
- Talent Acquisition Solutions – delivered via ADP Workforce Now
- Talent Management Solutions – delivered via ADP Workforce Now

ADP, INC.

Shaf Ahmed

Signature of Authorized Representative

Shaf Ahmed

Name - Please Print

UMDM Hunter

Title

College Of The Mainland

Ron LeVick Jr.

Signature of Authorized Representative

Ron LeVick Jr.

Name - Please Print

CIO

Title

ADP Signature ID: Y010904894
Info 161.38.249.203
6/6/2024
9:12:28 AM

Notwithstanding any Investment Summary that may precede this Global Master Services Agreement and the page numbering below, this signature page is the first page of the Global Master Services Agreement and the Investment Summary that precedes it is for illustration purposes only and shall not become part of the Global Master Services Agreement.

Appendices

- Appendix: History Conversion Services
- Appendix: Data Privacy

Global Master Terms and Conditions

1 Definitions

- 1.1 **ADP HCM Services.** Only those Services, as defined below, that have been purchased by Client (as listed on the cover page, a Sales Order or otherwise) will be applicable.
 - 1.1.1 **ADP Data Cloud.** Provide tools to analyze and understand data.
 - 1.1.1.1 **Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
 - 1.1.2 **ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
 - 1.1.3 **ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).
 - 1.1.4 **ADP Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:
 - 1.1.4.1 **ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings and reconciliations on behalf of employers.
 - 1.1.4.2 **ADP Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate Payees as directed by Client.
 - 1.1.4.3 **ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check or payroll debit cards, in each case only to the extent applicable.
 - 1.1.4.4 **Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
 - 1.1.4.5 **State Unemployment Insurance (SUI) Management Services.** ADP becomes the unemployment insurance address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates and related information to ADP and Client receives a quarterly summary of all claims.
 - 1.1.5 **ADP Workforce Now.** ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
 - 1.1.6 **Employment Verification Services.** Management of employment and income verification requests.
 - 1.1.7 **ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs.
 - 1.1.8 **History Conversion Services.** Conversion and loading of certain Client historical payroll or other human capital management data elements into ADP's systems or a standalone history viewer, as applicable.
 - 1.1.9 **Human Resources Administration Services.** Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, and also including:
 - 1.1.9.1 **WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 and related employment eligibility verification processes.
 - 1.1.10 **Talent Acquisition Solutions.** Talent acquisition solutions made up of the following:
 - 1.1.10.1 **ADP Recruiting Management Services.** Talent recruiting management technology, including talent acquisition for exempt and non-exempt workforce.
 - 1.1.11 **Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
 - 1.1.11.1 **ADP Compensation Management.** Solutions and tools to administer the compensation planning process.
 - 1.1.11.2 **ADP Performance Management.** Solutions and tools to facilitate the performance management process, including goal alignment and employee engagement.
 - 1.1.11.3 **Succession Planning.** Solutions and tools to facilitate talent assessments and establish action plans for critical roles.

1.2 General

- 1.2.1 "ADP" has the meaning set forth on the cover page.
- 1.2.2 "ADP Application Programs" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.2.3 "ADPCheck" means checks printed and distributed by ADP to Payees pursuant to Client's direction.
- 1.2.4 "ADPCheck Services" refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.
- 1.2.5 "ADP Direct Deposit Services" means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee's selection.
- 1.2.6 "Affiliate" means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client's Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.
- 1.2.7 "Agreement" means this Global Master Services Agreement, consisting of the signature pages, the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.
- 1.2.8 "Amendment" means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.
- 1.2.9 "API" means application programming interface.
- 1.2.10 "Business Day" means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.2.11 "Cardholder" means the Payees of Client who receive a Pay Card.
- 1.2.12 "Client" has the meaning set forth on the cover page.
- 1.2.13 "Client Content" means all information and materials provided by Client, its agents or employees, regardless of form.
- 1.2.14 "Client Group" means Client and Client's Affiliates listed in the Sales Order who are authorized to receive the Services.
- 1.2.15 "Client Infringement Event" means (i) any change or enhancement in, or use of, the Services by Client or a third party on Client's behalf other than at the direction of, or as approved by, ADP or (ii) Client's failure to use the most current release or version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).
- 1.2.16 "Confidential Information" means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.
- 1.2.17 "Data Security Breach" means a security breach as defined by applicable law or any incident that compromises the confidentiality, integrity, or availability of Personal Data.
- 1.2.18 "Deferred Fee" means those amounts to be paid to ADP over time in the event of a termination of this Agreement for any reason.
- 1.2.19 "DHS" means the U.S. Department of Homeland Security.
- 1.2.20 "Documentation" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.2.21 "Effective Date" has the meaning set forth on the cover page.
- 1.2.22 "E-Verify" means the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.
- 1.2.23 "Form I-9" means the employment eligibility verification form issued by the DHS.
- 1.2.24 "FCRA" means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

- 1.2.25 **"Global Master Terms and Conditions"** means the terms and conditions contained in the main body of this document following the signature pages.
- 1.2.26 **"Go-Live Date"** means the date of commencement of the first live processing of any given Service.
- 1.2.27 **"Gross Negligence"** means: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention.
- 1.2.28 **"I-9 Handbook"** means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).
- 1.2.29 **"Implementation Services"** means the Services to be performed in order to commence ongoing Services.
- 1.2.30 **"Improvements"** has the meaning set forth in Section 5.4.
- 1.2.31 **"Indemnitee"** has the meaning set forth in Section 6.3.
- 1.2.32 **"Indemnitor"** has the meaning set forth in Section 6.3.
- 1.2.33 **"Intellectual Property Rights"** means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.2.34 **"Internal Business Purposes"** means the usage of the Services, including the ADP Application Programs, exclusively by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.
- 1.2.35 **"NACHA"** means the National Automated Clearing House Association.
- 1.2.36 **"Notice to Furnishers"** means with respect to Employment Verification Services, the notice provided to a furnisher of information pursuant to the Obligations of Furnishers of Information provided at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>.
- 1.2.37 **"Payee"** means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.2.38 **"Payment Services"** means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.
- 1.2.39 **"Permitted Payment"** means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.
- 1.2.40 **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.2.41 **"Sales Order(s)"** means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.2.42 **"Services"** means the services listed on the cover page of this Agreement (including Implementation Services related thereto and ADP Application Programs), and such other services as the parties may agree to be performed from time to time.
- 1.2.43 **"SOC 1 Reports"** has the meaning set forth in Section 9.1.
- 1.2.44 **"Term"** means the period beginning as of the Effective Date and ending upon termination of the Agreement.
- 1.2.45 **"Termination Event"** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed for a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- 1.2.46 **"Unauthorized Third Party"** means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.
- 1.2.47 **"USCIS"** means U.S. Citizenship and Immigration Services.

- 1.2.48 **"User"** means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.
- 1.2.49 **"Verification Agent"** means ADP and its subcontractors, as authorized by the Client, to perform Employment Verification Services.
- 1.2.50 **"Verification Data"** means employment and income information disclosed on the Client's behalf in connection with Employment Verification Services.
- 1.2.51 **"Verifiers"** means commercial, private, non-profit and government entities and their agents that wish to obtain or verify any Client's employees or former employees Verification Data in connection with Employment Verification Services.

2 Provision and Use of Services

- 2.1 **Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 **Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.
- 2.3 **Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and that access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. ADP Workforce Now is designed for the United States and Canada and enables the processing of HR data for global human capital management needs. Client may, at its discretion, enable ADP Workforce Now functionality in other jurisdictions, except when prohibited by applicable law. ADP makes no representation or warranty that such global use comports with any local laws, regulations or directives outside the United States and Canada. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.
- 2.4 **Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 **Records.** Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.

3 Compliance

- 3.1 **Applicable Laws.** Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.
- 3.2 **Design of the Services.** ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3 **Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4 **Data Privacy Appendix.** The Data Privacy Appendix is attached as an appendix to this Agreement.

4 Confidentiality

- 4.1 **General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its

employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

- 4.2 **Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5 Intellectual Property

- 5.1 **Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 **ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the United States and Canada and solely up to the maximum number of Users (if any) indicated in the Sales Order. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 **Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 **Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

6 Indemnities

- 6.1 **ADP Indemnity.** Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in the United States. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.
- 6.2 **Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.
- 6.3 **Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the

prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 **Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate liability in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Ordinary Cap**").
- 7.2 **Extraordinary Cap.** As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Data Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to twelve (12) times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.
- 7.3 **Matters not Subject to the Cap.** The foregoing limits on liability shall not apply to the following:
- 7.3.1 Client's funding obligations in connection with the Payment Services;
 - 7.3.2 Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
 - 7.3.3 In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;
 - 7.3.4 Either party's Gross Negligence, or willful, criminal or fraudulent misconduct;
 - 7.3.5 The infringement indemnity set forth in Section 6.1 and 6.2;
 - 7.3.6 Client's obligations to pay the fees for Services; and
 - 7.3.7 ADP's obligations to provide credit monitoring as set forth in Section 10.2.
- 7.4 **Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.
- 7.5 **No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from (i) ADP's or Client's Gross Negligence or willful, criminal or fraudulent misconduct, (ii) Client or Client's Users sharing or allowing access to a User's password, User ID, or other form of user authentication, or (iii) ADP's or Client's breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimer

- 8.1 **Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 Security and Controls

- 9.1 **Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("**SOC 1 Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to

ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

- 9.2 **Business Continuity; Disaster Recovery.** ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 **Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.
- 9.4 **Unauthorized Third Party Access.** Client and its Users are responsible for maintaining the security and confidentiality of any password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

10 Data Security Breach

- 10.1 **Notification.** If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.
- 10.2 **Other ADP Obligations.** In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11 Payment Terms

- 11.1 **Fees and Fee Adjustments.** Client shall pay to ADP the fees and other charges for the Services as set forth in the Sales Order. The recurring Services fees (excluding delivery, tax and banking (including reverse wire), jurisdiction, year-end and maintenance fees) will remain fixed during the first six (6) months following the Effective Date, and thereafter ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in any Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.
- 11.2 **Additional Services and Charges.** Any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 **Fees for Implementation Services.** Implementation fees are due and payable by Client upon the Go-Live Date for such Services. However, if (i) this Agreement or any Service is terminated after Implementation Services have started but before the applicable Go-Live Date or (ii) Client fails to reasonably cooperate with ADP in connection with the Implementation Services such that ADP is unable to complete such Implementation Services, then ADP may terminate this Agreement or any Service upon written notice to Client and, in each case, thirty percent (30%) of the total non-discounted implementation fees set forth in the Sales Order shall be immediately due and payable by Client.
- 11.4 **Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one percent (1%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid. If applicable, ADP shall invoice Client for any History Conversion Services fees upon the completion of the Services, unless the History Conversion Services will be provided over a time period which exceeds thirty (30) days, in which case ADP reserves the right to invoice the Client on a monthly basis for such Services rendered.
- 11.5 **Currency.** Client shall pay the fees in US dollars.
- 11.6 **Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 **Postage, Shipping, Travel and Out-of-Pocket Expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, reasonable preapproved travel expenses, and travel-related out-of-pocket expenses, as necessary to provide the Services.

- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) Business Day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) by 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date (in the case of the ADP Employment Tax Services) and (b) by 6:00 a.m. Pacific time two (2) Business Days prior to the associated payroll check date for all other Payment Services. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "Change Control Item"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.
- 11.10 Deferred Fees.**
- 11.10.1** Certain setup and one-time costs for the Implementation Services have been deferred (the "Deferred Fee"). Client will pay the Deferred Fee on a monthly basis over 24 Months from the date of first live payroll processing (or an actual start date: when non-payroll ADP Services are available for use by the client in a production environment)(the "Deferred Period"). The monthly payment amount is \$291.67 (the "Deferred Fee Monthly Amount").
- 11.10.2** Upon the termination (for any reason whatsoever) or the expiration of this Agreement, Client shall pay to ADP an amount equal to the sum of (i) the Deferred Monthly Fee Amount, multiplied by the number of months remaining in the Deferred Period as of the effective date of termination or expiration, plus (ii) any outstanding and unpaid Deferred Fee Monthly Amounts as of the effective date of termination or expiration.
- 11.10.3** ADP may assign, sell, transfer, pledge or otherwise dispose of its rights (but none of the related obligations) to receive payment of all or a portion of the Deferred Fee to one or more assignees, and any assignee may further assign those rights. All of the foregoing may be done without prior notice to, or consent of, Client.

12 Term; Termination; Suspension

- 12.1 Term; Termination for Convenience.** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Either party may terminate this Agreement or any Service upon ninety (90) days' prior written notice to the other party (except as otherwise set forth in this Section 12).
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.
- 12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any Payee, which has not been paid or reimbursed by Client. If the Payment Services remains suspended for 30 days, the affected Payment Service shall be deemed terminated on the 31st day following suspension.
- 12.4 Additional Termination Provisions.**
- 12.4.1 Additional Termination Provisions for ADP Employment Tax Services.** If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access.
- 12.4.2 Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify

ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

- 12.4.3 Additional Termination Provisions for History Conversion Services.** Either party can terminate History Conversion Services at any time for any reason by providing at least ten (10) days' advance written notification to the other party. Upon termination of the History Conversion Services by either party for any reason, all fees and expenses for the History Conversion Services incurred by Client prior to the termination date shall become immediately due and payable.

13 Post Termination

- 13.1 Scope.** At any time prior to the termination of Client's access to the ADP Application Programs, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Under no circumstances will ADP be required to provide any third party with access to the ADP Application Programs, ADP's intellectual property or any Confidential Information of ADP.
- 13.2 Past Due Amounts.** If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's obligations in Section 13.1 will be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any services.

14 Additional Terms

- 14.1 ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:
- 14.1.1 Important Tax Information (IRS Disclosure) for U.S. Only.** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.
- 14.2 ADP Recruiting Management Services.** The following additional terms and conditions apply to the ADP Recruiting Management Services:
- 14.2.1 Hiring Practices.** Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application Programs.
- 14.2.2 Vendors.** Client shall be exclusively responsible for all access and use of the ADP Recruiting Management Services by its vendors and such vendors' compliance with the terms of this Agreement.
- 14.2.3 Additional Third-Party Terms.** During the Term of this Agreement, the Client's use and access to the Recruitment Management Services may be subject to additional terms of services which shall be included within the ADP Recruitment Management Services. Prior to enabling the Recruitment Management Services, Client shall and Client shall ensure that its Users of Recruitment Management Services click through and accept such additional terms of service.
- 14.3 WFN EI-9 Services.** The following additional terms and conditions apply to the WFN EI-9 Services.
- 14.3.1 Use of Services.** Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:
- 14.3.1.1** Review the USCIS Form I-9, which is the employment eligibility verification form issued by the DHS, including instructions in the form and the guidelines in the current I-9 Handbook, each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.
- 14.3.1.2** Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.
- 14.3.1.3** ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP
- 14.3.1.3.1** Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.

- 14.3.1.3.2 Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.
 - 14.3.1.3.3 Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.
 - 14.3.1.3.4 To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of this Section.
 - 14.3.1.3.5 Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.
 - 14.3.1.3.6 Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).
- 14.3.2 **Form I-9 Retention.** During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.
- 14.4 **Payment Services.** The following additional terms and conditions apply to the Payment Services:
- 14.4.1 **Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
 - 14.4.2 **Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
 - 14.4.3 **Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
 - 14.4.4 **Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
 - 14.4.5 **Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.
- 14.5 **ADP Wage Payment Services.** The following additional terms and conditions apply to ADP Wage Payment Services:
- 14.5.1 **ADPCheck; Direct Deposit.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or other individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.
- 14.6 **Tax Registration Services.** ADP shall provide tax registration services as further described in this Section (the "Tax Registration Services") in accordance with and subject to the terms of this Agreement. The Tax Registration Services provided hereunder relate solely to ADP obtaining jurisdiction account numbers for employment tax as requested by Client. In receiving the Tax Registration Services hereunder, Client acknowledges the following:
- 14.6.1 Client understands that ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; and (iv) closing of accounts with a state taxing agency.

- 14.6.2 As a third-party service provider, ADP's Services hereunder are consultative in nature. ADP is not representing Client in any dealings before any tax agencies. ADP's provision of the Tax Registration Services should not be construed as legal, tax, or accounting advice. Client should consult its legal, tax, or accounting advisors for such advice.
- 14.6.3 All submissions to the taxing jurisdiction will be (i) reviewed by Client prior to submission, when provided and (ii) signed by Client where necessary or Client will instruct ADP to affix electronically the Client signature provided by Client. By signing the documents or requesting that ADP affix Client's electronic signature, Client is confirming that (i) Client has reviewed the documents and/or data being submitted to the taxing jurisdiction and (ii) the information contained therein is complete and accurate.
- 14.6.4 By utilizing the Tax Registration Services, Client authorizes ADP to act on its behalf in obtaining jurisdiction employment tax account numbers including, but not limited to, affixing the electronic signature provided by Client to registration forms and other documentation, submitting forms to tax agencies and directly communicating with such agencies as necessary.
- 14.6.5 Client understands that ADP's Services are based solely on the information provided by Client and/or otherwise available for ADP in connection with the Services about Client's business established within a particular jurisdiction and other written correspondence that is in reply to ADP's questions regarding the registration process or otherwise provided by Client. Client authorizes ADP to rely upon such in providing the Tax Registration Services. ADP is not responsible for Tax Registration Services provided hereunder based on any inaccurate information supplied by Client or the failure by Client to provide ADP with information relating to the registration process.
- 14.6.6 Client understands that, for reasons beyond ADP's reasonable control, ADP may not be successful in securing an employment tax account number for Client in any particular jurisdiction.
- 14.6.7 ADP is not responsible for any penalties or interest incurred by Client as a result of ADP's failure to timely receive Client's identification numbers.
- 14.7 **State Unemployment Insurance (SUI) Management Services.** The following additional terms and conditions apply to the SUI Management Services:
- 14.7.1 **Provision and Transfer of Information.** Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the SUI Management Services, including without limitations, the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client's computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
- 14.7.2 **Definition of Claim; Claim Cap.** For purposes of the SUI Management Services provided under this Agreement and billed to Client, a "claim" shall be defined as a claim notice generated by a state agency as a result of an individual filing for unemployment insurance benefits. In addition, Client acknowledges and agrees that (i) claim notices are typically generated for each state unemployment tax ID number under which an employee had worked and earned wages; (ii) state unemployment agencies generally issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits; and (iii) all such claim notices require review ADP (e.g., including but not limited to, last employer claims, base period employer claims, periodic qualification claims, additional benefit claims, renewed claims and extended benefit claims). Client further acknowledges and agrees that an applicable claim cap applies to the fees for SUI Management Services and that the claim cap shall be stated on the Sales Order, and will be based on all claim notices processed by ADP as a result of an individual filing for unemployment benefits. The number of claims counted for billing purposes will be reported to Client by ADP as "Claims Processed" via on-line reports.
- 14.8 **ADP Wage Garnishment Payment Services.** The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:
- 14.8.1 **Description of Services.** ADP will act solely in the capacity of a third party service provider of payment processing.
- 14.8.2 **Client's Use of Services.** Client agrees not to distribute any ADP Checks to Payees in a manner that would allow Payees to access the associated funds before pay date.
- 14.9 **Employment Verification Services; Employee Authorized Disclosure.** The following additional terms and conditions apply to the Employment Verification Services and Employee Authorized Disclosure:
- 14.9.1 **Employment Verification Services.** Client authorizes ADP and Verification Agents through which Employment Verification Services are performed to disclose, on Client's behalf, Verification Data to Verifiers who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's

income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

14.9.1.1 Data Quality. If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will utilize the latest Verification Data available on ADP's payroll processing system.

14.9.1.2 Notice to Furnishers of Information: Obligations of Furnishers of Information. Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

14.9.1.3 Archival Copies. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

14.9.1.4 Employee Authorized Disclosure. ADP may disclose or use Personal Data of Client's employees to the extent the employee requested or consented to the disclosure or use such as but not limited to when an employee needs their identity verified when they submit an application for a bank account, cellular service, credit or a benefit.

14.10 ADP Marketplace and Use of ADP APIs.

14.10.1 Disclaimer. ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

14.10.2 Transmitting Information to Third Parties. In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.10.3 Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

14.11 ESS & MSS Technology. The following additional terms and conditions apply to the ESS & MSS Technology.

14.11.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

14.12 History Conversion Services. ADP shall provide to Client certain history conversion professional services as indicated on the Sales Order (the "History Conversion Services"). As a condition to receiving the History Conversion Services, Client will be subject to the additional terms and conditions of this Agreement. The following History Conversion Services are intended for Clients that has no more than 5,000 terminated and active records.

14.12.1 Description of Services. The History Conversion Services shall include one or more of the Services set forth in the accompanying appendix. History Conversion Services includes virtual training (all training is done remotely via internet and/or telephone). History Conversion Services do not include the conversion or import of any documents.

14.12.2 Client Obligations. As a prerequisite to receiving the History Conversion Services (the "Project"), Client agrees that (a) it has sufficient resources to allocate to the Project; (b) it will provide access to prior vendor data in order to perform an extraction of data (access may include either extraction of data related to the history conversion or via PDF reports, or

registers; (c) it will perform an audit of converted data and review internally, in accordance with the timeline set forth below; (d) it will consent to the direct import of the converted check history data files into ADP Workforce Now; (e) it will ensure that all employees with data to be converted be loaded into ADP Workforce Now (to include prior year terminated employees) in advance of the import of check history data; (f) it will provide ADP a single point of contact for data extraction from a prior single vendor database (if multiple points of contact are required which necessitates additional data extraction work efforts and/or separate security access rights for the external viewer, such additional work efforts would be subject to additional fees). All other historical data items will be loaded to an external history viewer ("History Viewer") as described in the History Conversion Services Appendix. In addition, with respect to Check History Conversion Services only ("Check History"), Client agrees that it will complete and validate the data mapping and shall be responsible for final review of data during mapping process. If ADP discovers errors in the data mapping following Client's final validation and submission, corrections to the Check History data may be required. In connection therewith, additional fees may be charged by ADP in order to correct such errors in addition to the fees described in the Sales Order. Data mapping must be completed within sixty (60) days of the date that the Client is first able to commence the data mapping processing ("Data Mapping Completion Date"). If Client fails to complete the data mapping by the Data Mapping Completion Date, then additional monthly storage charges shall apply.

14.12.3 Completion of History Conversion Services. Upon completion of the History Conversion Services, Client will immediately notify ADP if the History Conversion Services and deliverables outlined in the Sales Order have not been satisfactorily delivered. The History Conversion Services will be deemed accepted by Client if no response has been received within five (5) days of the date of completion of the History Conversion Services.

15 Miscellaneous

- 15.1 Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.
- 15.2 Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15.3 Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.
- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.
- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of Texas without giving effect to its conflict of law provisions.
- 15.13 Communications to U.S. Based Employees.** Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.
- 15.14 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of the non-moving party. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of the non-moving party and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 99 Jefferson Road, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

Appendix : History Conversion Services

Description of Available History Conversion Services

CONVERSION SERVICE	DESCRIPTION
Check History	<p>Includes:Net/Gross Salary, Taxes, Deductions, Hours, Hours & Earnings Codes.</p> <p>History data files will be created and imported into ADP Workforce Now for Client practitioner level access only (not individual employee access).</p>
Pay Rate History	<p>Includes:Position ID, Change Effective On, Compensation change Reason, Rate Type, Rate 1 Amount, Standard Hours, Pay Frequency Code, Rate 2 Amount, Rate Currency, Annual Salary.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p>
Position History	<p>Includes: Job Title, Department, Business Unit, Location, Assigned Shift, Full time Employee, Pay Grade, Job Class, Salary Structure, Allocation, Union, FLSA, Workers Compensation, Scheduled Hours, Hours period, EEO Job Class, Cost Number, Management Position, Reports to Position ID. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).</p>
Benefits History (Employee Benefit Selection)	<p>Includes: Employee level Benefit selection data included: Plan Type and Name, Coverage Level, Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not include company level detail for Benefit plans. History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>
Benefits / Dependent History	<p>Includes: Employee Level Dependents, Including: Dependent Tax ID, Relationship, Name, Address, Gender, Birth Date, Type, Status, Enrollment Start and End Dates, Plan Name and type, Plan Provider Name, Coverage level, Benefit Status.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>
Time & Attendance History	<p>Includes: Employee Time Zone, Pay Rule, Punch Date, Punch In/Out Times & Codes, Totaled Amount, Cumulative Total, Reason/Details.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>
Employee Status History	<p>Includes:Changes to Employee Status, including Termination Date and Reason, Rehire Eligibility and Date, LOA Start and Return Dates with Reasons</p>

Loading History Data Using ResNav Solutions. History data will be loaded to an external history viewer provided by ResNav Solutions, a standalone system, which allows Client to retain history from its legacy systems. History Viewer URL access will be provided to Client practitioner for login with password. Access to History Viewer will be at the practitioner level only (not individual employee access).

Automated Export Services. The Automated Export Services associated with History Viewer, applies to the custom report that loads data from the ADP Application Platform to the History Viewer on a one-time daily basis. The data loaded from the ADP Application Platform to the History Viewer is specific to pay rate, status and position data only. This enables joint reporting from History Viewer for both current and historical employee data. ResNav Solutions shall setup the custom report under a specific practitioner during the history conversion process and the ADP integration team shall initiate the automation of the report.

Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, between ADP and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf, provided, however, that the relevant definitions (or equivalent terms) under Applicable Law will supersede both the Agreement and ADP Privacy Glossary terms in the event of a conflict.

PART I - GENERAL

1. **Client Obligations.** Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Law, including obtaining any needed consent from Client Employees, where applicable; and (c) Client has and will maintain authority to provide such data under Applicable Law.
2. **ADP Obligations.** Client is disclosing Client Personal Data to ADP, as a Data Processor (or equivalent term under Applicable Law), only for the limited and specified business purposes as set forth in the Agreement, associated statements of work and/or any subsequent amendments. ADP will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of ADP's direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Law; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from ADP's own interaction with a consumer, except as permitted under Applicable Law. ADP will provide the same level of privacy protection for Client Personal Data as required of Client under Applicable Law. ADP has the right to Process Client Personal Data in order to comply with ADP's legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud. ADP employees, contingent workers and Subprocessors are authorized to Process Client Personal Data to the extent necessary to provide the Services and as permitted under the Agreement and by Applicable Law.
3. **Anonymization and Aggregation.** In addition to any rights granted to ADP in Section 4 of the Agreement to use aggregated or anonymized data, ADP will not attempt to, and will not, re-identify any Client Personal Data that has been "anonymized." For the purposes of this Data Privacy Appendix and Agreement, anonymized data (which includes de-identified data under applicable US Privacy Law(s)) means data that cannot be used to identify an individual, directly or indirectly, by any means reasonably likely to be used in accordance with Applicable Law. The process of "de-identification" under applicable US Privacy Law(s) has the same effect on Client Personal Data as anonymization. ADP will implement reasonable measures to ensure that anonymized or aggregated data has no reasonably foreseeable risk of being re-identified and associated with Client or any individual.
4. **Transfers to Subprocessors.** ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country or region where Client Personal Data was initially collected (collectively "Subprocessors"). ADP will establish appropriate safeguards with Subprocessors to ensure the adequate protection of Client Personal Data. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix. An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at <https://thebridge.adp.com/workforce-now/gdpr/m/media/634>. Such list may be updated from time to time.
5. **Compliance Obligations.** ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Law. Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.
6. **Client Instructions.** When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction to violate Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.
7. **Assistance.** ADP will assist Client with Client's data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests, and complaints concerning Client Personal Data Processed by ADP in connection with the Services. ADP will also provide Client with relevant information for conducting data protection impact or risk assessments, (including transfer impact assessments) and any other assessments or reassessments required by Applicable Law or competent regulatory authorities. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP shall promptly forward the Client Employee request to Client.
8. **Client Audit.** ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis or are necessary to demonstrate compliance with this DPA, ADP will:
 - (a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third-party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; and
 - (b) where required under Applicable Law, if Client reasonably considers that the documents provided by ADP justify further analysis, make the facilities ADP uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

9. **Personal Data Return and Deletion.** Upon termination of the Agreement, ADP shall comply with its contractual obligations regarding the return of Client Personal Data (if Client Personal Data has not been previously returned to Client, or is not otherwise accessible to Client through the relevant product functionality or features for the Services, such as the ability to download the Client Personal Data) and shall delete Client Personal Data in accordance with ADP's then current applicable records retention schedule. ADP shall address Client's request to delete Client Personal Data before the records retention period has ended to the extent feasible and at a reasonable cost to Client. ADP may maintain Archive copies of Client Personal Data, to the extent required under Applicable Law, as authorized by Client in writing, or as needed for dispute resolution purposes.

PART II – GDPR/UK GDPR

10. **Scope.** This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR") and as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR and/or UK GDPR, the EU and UK Binding Corporate Rules ("BCR") for Client Data Processing Services (the "ADP Privacy Code(s)"), located at [ADP Privacy \(https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf](https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf) and [ukbcrpc_en.pdf \(adp.com\)](https://www.adp.com/-/media/adp/privacy/pdf/ukbcrpc_en.pdf)), govern(s) as applicable. ADP has obtained EU and UK authorization of its ADP Privacy Code(s).

11. **International Transfers.** For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code(s) serve(s) as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code(s) do(es) not apply.

12. **Additional Subprocessor Obligations.** Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

13. **ADP Privacy Code(s) EU and UK Authorization.** ADP will make commercially reasonable efforts to maintain the EU and the UK authorization of its ADP Privacy Code(s) for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU or UK authorization of its ADP Privacy Code(s).

PART III - MISCELLANEOUS

14. **Order of Precedence.** In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code(s) and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code(s); (c) this Data Privacy Appendix; and (d) the Agreement.

15. **Scope.** This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.



Company Information




College Of The Mainland
1200 N Amburn Rd
Texas City, TX 77591-2435
United States

Executive Contact


Ronald LeVick
CIO
rlevick@com.edu
(409) 933-8344

Recurring Fees and Considerations


Number of Employees: 350 on College Of The Mainland

 Per Processing	Count	Min	Base	Rate	Monthly	Annual
Employment and Income Verification • Employment Verification	700	-	-	-	\$0.00	\$0.00
 Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
Workforce Now Payroll Solutions • Essential Plus Payroll	350	-	\$35.00	\$1.58	\$588.00	\$7,056.00
Workforce Now HCM Solutions • Enhanced HR • HCM Analytics • Recruitment and Talent Acquisition • Recruiting Embedded Intelligence • Performance and Goal Management	700	-	-	\$3.52	\$2,464.00	\$29,568.00
Additional Jurisdiction (if applicable)		2+			\$11.00/month	
International Employees Rate (if applicable)					\$3.10/month	
Courier Delivery (if applicable)					\$20.00 per delivery	
 Annual Processing	Count	Min	Base	Rate		Annual
Year End Forms, W2s or 1099s	350	-	-	\$3.82		\$1,337.00

 Total Annual Investment						Total Annual
Workforce Now Services						\$37,961.00

 Other Considerations	Count	Rate	Total
Hardware and Other Fees			
• Professional Services: Pay Check History Conversion	1	\$0.00	\$0.00
• Professional Services: Historical Data Conversion	1	\$0.00	\$0.00
• * Employee Pay Rate (or Salary) History			
• * Employee Position (or Job Profile) History			

 Other Considerations	Total
Implementation	
• Implementation for Workforce Now Payroll Solutions	\$3,043.50
• Implementation for Workforce Now HCM Solutions	\$3,956.55

 Total Other Considerations	Total Setup
Implementation and One-Time Fees	\$11,500.00
Discount Value	(\$4,499.95)
Total Net Implementation and One-Time Fees	\$7,000.05

Sales Order

Quote Number 02-2024-196894 4



Company Information




College Of The Mainland
1200 N Amburn Rd
Texas City, TX 77591-2435
United States

Executive Contact

Ronald LeVick
CIO
rlevick@com.edu
(409) 933-8344

Recurring Fees and Considerations

Number of Employees: 350 on College of the Mainland 2

 Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
Workforce Now Payroll Solutions • Essential Plus Payroll	350	-	-	\$1.58	\$553.00	\$6,636.00
Additional Jurisdiction (if applicable)		2+		\$11.00/month		
 Annual Processing	Count	Min	Base	Rate		Annual
Year End Forms, W2s or 1099s	350	-	-	\$3.82		\$1,337.00
 Total Annual Investment						Total Annual
Workforce Now Services						\$7,973.00



Important Project and Billing Information

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for all modules bundled under HCM Solutions will begin on the date the ADP Product or Service is available for use by the CLIENT in a production environment. The billing count is based on all unique lives in the database paid in the previous calendar month. Any non-terminated employees based outside the United States will be billed separately as International Employees.

Unemployment Claims in excess of the 10% claims cap will be billed at \$36.00 per claim. The fee for optional hearing representation is \$155.00 per appearance. Attorney representation required in certain states and is subject to change (currently: AZ, DE, KY, MO, NC, SC, SD, and WV). Representation fee not to exceed actual attorney fees. Optional service available through non-ADP affiliated attorneys. Attorneys will be retained on behalf of client for limited purpose of representing Client at the hearing. No referral fee applies. No attorney-client relationship exists or will be formed between ADP and Client.

Client intends to use Direct Deposit and Paycard and be fully paperless for Employee Pay Statements using ADP Self Service and/or ADP Mobile App to view all Pay and W2 information. By doing so, ADP will not charge a delivery fee unless something is in fact delivered.

Implementation: ADP will spread \$7,000.05 of implementation and one time fees over 24 Months . The monthly fee of \$291.67 will begin upon ADP Start Date. Further terms regarding Deferred Implementation are set forth in the Global Master Services Agreement. Subject to Credit Approval.

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send invoices to rlevick@com.edu

Expiration Date: 6/12/2024

Important Professional Services Information

History Conversion: The services noted on this sales order are performed by ADP Professional Services and are for companies with less than 1000 active employees with a maximum of 5000 total records (a combination of both active and terminated lives) with data coming from a single data base source. Conversion of history from a database with a greater number of records or from multiple databases must be quoted via a customized statement of work.

Summary			
Estimated Annual Net Investment:	<u>\$45,934.00</u>	Total Net Implementation:	<u>\$7,000.05</u>

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.



ADP, Inc.

Client: College Of The Mainland

Signature: Shaf Ahmed

Signature: *Ron LeVick Jr.*

ADP eSignature 1610004604
Info 6/6/2024 16:38:24.203
9:12:22 AM

Name: Shaf Ahmed

Name: Ron LeVick Jr.

Title: UMDM Hunter

Title: CIO

Date: 06-04-2024

Date: 6/6/2024

Workforce Now Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- Intelligent Insights for Employee Issue Resolution
- Online Reports and Pay Statements
- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Conversational Virtual Assistant

Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruals Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Secure Online Document Storage with Role Based Security, Search & Audit Functionality
- Communication Broadcasts
- New Hire Onboarding / I-9 Workflow
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements
- Employee Feedback and Sentiment Surveys

HCM Analytics

- Pre-Configured Key Performance
- Executive Dashboard
- Ability to Customize Additional KPIs
- Pay Equity Storyboard

Recruitment and Talent Acquisition

- Mobile-first, branded career site for applicants
- Seamless job posting on 25,000+ job sites
- Candidate communications using email and mobile text
- ZipRecruiter job slots
- Requisition management and reporting
- Talent communities
- Interview scheduling and offer letter management
- Industry and Geographic Compensation Benchmarks

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review
- Compensation Management
- Employee Goal Management
- Manager Dashboard
- Succession Planning

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications
- Client access to Electronic Reports and Tools
- Immigration Verifications

Implementation Support and Data Conversion

- Pay Rate (or Salary) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)
- Position (or Job Profile) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)

Thank you for your consideration

Investment Summary

Quote Number 02-2025-72264 1



Company Information

College Of The Mainland
1200 N Amburn Rd
Texas City, TX 77591-2435
United States

Executive Contact

Sonja Blinka
Director of Purchasing
sblinka@com.edu
(409) 933-8474



370

Total
Employees



\$0.00

Implementation
Costs



\$11,055.60

Total Annual
Investment

Expiration

2/26/2025

ADP Sales Associate

Shaf Ahmed
MAS UM DM QB Tier 2
shaf.ahmed@adp.com
8328052352

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.

Sales Order

Quote Number 02-2025-72264 1



Company Information

College Of The Mainland
1200 N Amburn Rd
Texas City, TX 77591-2435
United States

Executive Contact

Sonja Blinka
Director of Purchasing
sblinka@com.edu
(409) 933-8474

Recurring Fees and Considerations

Number of Employees: 370 on College Of The Mainland , Company Code N9P



Monthly Processing

Workforce Now Time and Attendance
• Essential Time

Count	Min	Base	Rate	Monthly	Annual
370	\$265.00	-	\$2.49	\$921.30	\$11,055.60



Total Annual Investment

Workforce Now Services

Total Annual

\$11,055.60



Other Considerations

Implementation

Total



Total Other Considerations

Implementation and One-Time Fees
Discount Value
Total Net Implementation and One-Time Fees

Total Setup

\$3,900.00
(\$3,900.00)
\$0.00

DRAFT



Important Project and Billing Information

Billing for Essential Time will begin on the date Essential Time is available for use by the CLIENT in a production environment. The billing count is based on all non-terminated employees in the Time Module. This count includes practitioners and supervisors.

Other

ADP Fees for service frequency and method will follow that of the parent company code. ADP will send all invoices to sblinka@com.edu

Expiration Date: 2/26/2025

Summary

Estimated Annual Net Investment:	<u>\$11,055.60</u>	Total Net Implementation:	<u>\$0.00</u>
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The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.

DRAFT



Workforce Now Included Services

Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content
- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals

Thank you for your consideration

DRAFT



AMENDMENT TO GLOBAL MASTER SERVICES AGREEMENT

Amendment Effective Date: _____, 20__

As between:

ADP, INC.
(Referred to in this agreement as “**ADP**”)
One ADP Boulevard
Roseland, NJ 07068

-and-

College Of The Mainland
(Referred to in this agreement as “**Client**”)
1200 N Amburn Rd
Texas City, TX 77591-2435

This Amendment to Global Master Services Agreement (“**GMSA Amendment**”) modifies, amends, and supplements the terms and conditions of the Global Master Services Agreement, Master Services Agreement, or equivalent ADP services agreement between ADP and Client. In addition to the existing Services that Client receives from ADP pursuant to the Agreement (as defined herein), ADP and Client agree that ADP shall provide Client with additional Services in accordance with the terms of the Agreement, including the applicable Sales Order.

- ADP Time & Attendance Services

The terms defined in the Agreement and used in this GMSA Amendment have the same respective meanings as set forth in the Agreement, unless they are otherwise defined herein. In the event of any conflict between the terms and conditions of this GMSA Amendment and the terms and conditions of the Agreement, this GMSA Amendment prevails. This GMSA Amendment may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this GMSA Amendment and the Agreement.

DRAFT

Amendment to Global Master Terms and Conditions

As of the Amendment Effective Date, the Global Master Terms and Conditions ("**GMTC**") of the Agreement are hereby amended as set forth below. All section references below are references to the applicable section in the GMTC:

- 1 **GMTC Section 1.1 (ADP HCM Services).** Section 1.1 of the GMTC is amended by adding the following to the end of such section:
 - i **ADP Time & Attendance Services.** Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related policies.
- 2 **GMTC Section 1.2 (General).** Section 1.2 of the GMTC is amended by deleting the definition of "Agreement" and replacing it by the following:

"**Agreement**" means the Global Master Services Agreement, Master Services Agreement, or equivalent ADP services agreement between ADP and Client consisting of the signature pages, the GMTC, all exhibits, annexes, appendices, addenda and schedules, and each Amendment (including this GMSA Amendment).
- 3 **GMTC Section 1.2 (General).** Section 1.2 of the GMTC is amended by adding the following to the end of such section:
 - i "**Biometric Data**" includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
 - ii "**Biometric Identifier**" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
 - iii "**Biometric Information**" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.
 - iv "**Biometric Services**" means services provided by ADP to Client via the use of timeclocks and software in connection with ADP's provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
 - v "**Biometric User**" means Client's employees or independent contractors who are requested or required by Client to use Biometric Services to record their attendance, hours worked or other work-related data.
 - vi "**Time & Attendance Hardware**" means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services. Hardware may be purchased or provided on a subscription basis.
- 4 **GMTC Section 12.5 (Additional Termination Provisions).** Section 12.5 of the GMTC is amended by adding the following to the end of such section:
 - i **Additional Termination Provisions for ADP Time & Attendance Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.
- 5 **GMTC Section 14 (Additional Terms).** Section 14 of the GMTC is amended by adding the following to the end of such section:
 - i **ADP Time & Attendance Services.** The following additional terms and conditions apply to the ADP Time & Attendance Services:
 - i.1 **Time & Attendance Hardware.**
 - i.1.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.
 - i.1.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not returned within 30 days of termination, Client agrees to purchase same at fair market value.
 - i.2 **Biometric Services.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such potentially applicable laws and regulations in accordance with this section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use ADP Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:
 - i.2.1 **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially

applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):

i.2.1.1 Client Biometric Information Policy. Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

i.2.1.1.1 a retention schedule and guidelines for permanently destroying Biometric Data;

i.2.1.1.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and

i.2.1.1.3 any additional requirements as required by potentially applicable law.

i.2.1.2 Biometric User Notice and Consent. Client will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:

i.2.1.2.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;

i.2.1.2.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and

i.2.1.2.3 if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.

i.2.1.3 Retention and Purging of Biometric Data. Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

i.2.1.4 Storage of Biometric Data in Timeclocks. Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

i.2.2 Biometrics Indemnity. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims (including claims made by or on behalf of Biometric Users) and will indemnify and hold ADP harmless from resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on any performance or breach of Client's obligations in connection with the Biometric Services, including any failure by Client to obtain consent from Biometric Users in connection with the use of the Biometric Services. For the avoidance of doubt, and notwithstanding anything else to the contrary in the Agreement, the limits on liability set forth in the Agreement do not apply to this Client indemnity.

i.2.3 Third Party Beneficiary. Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.



November 7, 2024

Joe Moyer
VP, Vertical Solutions
ADP
5800 Windward Pkwy
Alpharetta, GA 30005
Email: joe.moyer@adp.com

Re: Renewal Award of Contract #R200701

Dear Mr. Moyer:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 29, 2024, Region 4 ESC is pleased to announce that ADP has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on August 25, 2020, and subsequent performance thereafter:


Contract

Human Capital Management and Management Business Solutions

The contract will expire on April 30, 2026, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Tomek Kruszec, at (615) 431-1861 or tomek.kruszec@omniapartners.com.

The partnership between ADP, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:

A5A9F62707BB46B...
Adam Tabor, MBA, RTSBA
Director, Procurement

DS




FEBRUARY 2025 POLICY UPDATE

LOCAL POLICY UPDATES

DGC(LOCAL) *Employee Rights and Privileges: Employee Expression and Use of College Facilities.* Clarifies COM's support academic freedom principles set forth in the Statement of Principles on Academic Freedom and Tenure published by the AAUP.

DHB(LOCAL) *Employee Standards of Conduct: Child Abuse and Neglect Reporting.* Revisions have been made to clarify state requirements for oral reports and making a report of suspected child abuse and neglect.

EGA(LOCAL) *Academic Achievement: Grading and Credit.* Recommended revision provides for inclusion of standards required for students to maintain good academic standing, addition of EGA(Regulation), and student appeal provisions.

FFA(LOCAL) *Equal Educational Opportunity: Pregnant and Parenting Students.* Changes reflect the new Coordinating Board rules relating to the pregnant and parenting students regarding the student liaison and publication of procedures on the college's website.

CAK(LOCAL) *Appropriations and Revenue Sources: Investments.* Adds qualification and registration requirements for distributors of investment pools.

CDE(LOCAL) *Accounting: Financial Ethics.* At Federal Awards Disclosure, recommended revisions to the disclosure requirements.

For more information and to read the entire texts of these and other policies visit:
<https://pol.tasb.org/Home/Index/497>

1940 Statement of Principles on Academic Freedom and Tenure

with 1970 Interpretive Comments

In 1915 the Committee on Academic Freedom and Academic Tenure of the American Association of University Professors formulated a statement of principles on academic freedom and academic tenure known as the 1915 *Declaration of Principles*, which was officially endorsed by the Association at its Second Annual Meeting held in Washington, D.C., December 31, 1915, and January 1, 1916.

In 1925 the American Council on Education called a conference of representatives of a number of its constituent members, among them the American Association of University Professors, for the purpose of formulating a shorter statement of principles on academic freedom and tenure. The statement formulated at this conference, known as the 1925 *Conference Statement on Academic Freedom and Tenure*, was endorsed by the Association of American Colleges (now the Association of American Colleges and Universities) in 1925 and by the American Association of University Professors in 1926.

In 1940, following a series of joint conferences begun in 1934, representatives of the American Association of University Professors and of the Association of American Colleges agreed on a restatement of the principles that had been set forth in the 1925 *Conference Statement on Academic Freedom and Tenure*. This restatement is known to the profession as the 1940 *Statement of Principles on Academic Freedom and Tenure*.

Following extensive discussions on the 1940 *Statement of Principles on Academic Freedom and Tenure* with leading educational associations and with individual faculty members and administrators, a joint committee of the AAUP and the Association of American Colleges met during 1969 to reevaluate this key policy statement. On the basis of the comments received, and the discussions that ensued, the joint committee felt the preferable approach was to formulate interpretations of the 1940 *Statement* from the experience gained in implementing and applying it for over thirty years and of adapting it to current needs.

The committee submitted to the two associations for their consideration *Interpretive Comments* that are included below as footnotes to the 1940 *Statement*.¹ These interpretations were adopted by the Council of the American Association of University Professors in April 1970 and endorsed by the Fifty-Sixth Annual Meeting as Association policy.

1. The Introduction to the Interpretive Comments notes: In the thirty years since their promulgation, the principles of the 1940 "Statement of Principles on Academic Freedom and Tenure" have undergone a substantial amount of refinement. This has evolved through a variety of processes, including customary acceptance, understandings mutually arrived at between institutions and professors or their representatives, investigations and reports by the American Association of University Professors, and formulations of statements by that association either alone or in conjunction with the Association of American

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to ensure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole.² The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.³

Tenure is a means to certain ends; specifically: (1) freedom of teaching and research and of extramural activities, and (2) a sufficient degree of economic security to make the profession

Colleges. These comments represent the attempt of the two associations, as the original sponsors of the 1940 "Statement," to formulate the most important of these refinements. Their incorporation here as Interpretive Comments is based upon the premise that the 1940 "Statement" is not a static code but a fundamental document designed to set a framework of norms to guide adaptations to changing times and circumstances.

Also, there have been relevant developments in the law itself reflecting a growing insistence by the courts on due process within the academic community which parallels the essential concepts of the 1940 "Statement"; particularly relevant is the identification by the Supreme Court of academic freedom as a right protected by the First Amendment. As the Supreme Court said in *Keyishian v. Board of Regents*, 385 US 589 (1967), "Our Nation is deeply committed to safeguarding academic freedom, which is of transcendent value to all of us and not merely to the teachers concerned. That freedom is therefore a special concern of the First Amendment, which does not tolerate laws that cast a pall of orthodoxy over the classroom."

2. The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.

3. First 1970 comment: The Association of American Colleges and the American Association of University Professors have long recognized that membership in the academic profession carries with it special responsibilities. Both associations either separately or jointly have consistently affirmed these responsibilities in major policy statements, providing guidance to professors in their utterances as citizens, in the exercise of their responsibilities to the institution and to students, and in their conduct when resigning from their institution or when undertaking government-sponsored research. Of particular relevance is the "Statement on Professional Ethics" adopted in 1966 as Association policy (AAUP, *Policy Documents and Reports*, 11th ed. [Baltimore: Johns Hopkins University Press, 2015], 145–46).

attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

Academic Freedom

1. Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.⁴ Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.⁵
3. College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.⁶

4. Second 1970 comment: The intent of this statement is not to discourage what is "controversial." Controversy is at the heart of the free academic inquiry which the entire statement is designed to foster. The passage serves to underscore the need for teachers to avoid persistently intruding material which has no relation to their subject.

5. Third 1970 comment: Most church-related institutions no longer need or desire the departure from the principle of academic freedom implied in the 1940 "Statement," and we do not now endorse such a departure.

6. Fourth 1970 comment: This paragraph is the subject of an interpretation adopted by the sponsors of the 1940 "Statement" immediately following its endorsement:

If the administration of a college or university feels that a teacher has not observed the admonitions of paragraph 3 of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning the teacher's fitness for his or her position, it may proceed to file charges under paragraph 4 of the section on Academic Tenure. In pressing such charges, the administration should remember that teachers are citizens and should be

Academic Tenure

After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

1. The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.
2. Beginning with appointment to the rank of full-time instructor or a higher rank,⁷ the

accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

Paragraph 3 of the section on Academic Freedom in the 1940 "Statement" should also be interpreted in keeping with the 1964 "Committee A Statement on Extramural Utterances," *Policy Documents and Reports*, 31, which states inter alia: "The controlling principle is that a faculty member's expression of opinion as a citizen cannot constitute grounds for dismissal unless it clearly demonstrates the faculty member's unfitness for his or her position. Extramural utterances rarely bear upon the faculty member's fitness for the position. Moreover, a final decision should take into account the faculty member's entire record as a teacher and scholar."

Paragraph 5 of the "Statement on Professional Ethics," *Policy Documents and Reports*, 146, also addresses the nature of the "special obligations" of the teacher:

As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary and the tenured teacher, but also to all others, such as part-time faculty and teaching assistants, who exercise teaching responsibilities.

7. Fifth 1970 comment: The concept of "rank of full-time instructor or a higher rank" is intended to include any person who teaches a full-time load regardless of the teacher's specific title. [For a discussion of this question, see the "Report of the Special Committee on Academic

probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution, it may be agreed in writing that the new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years.⁸ Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.⁹

Personnel Ineligible for Tenure," *AAUP Bulletin* 52 (September 1966): 280–82.]

8. Sixth 1970 comment: In calling for an agreement "in writing" on the amount of credit given for a faculty member's prior service at other institutions, the "Statement" furthers the general policy of full understanding by the professor of the terms and conditions of the appointment. It does not necessarily follow that a professor's tenure rights have been violated because of the absence of a written agreement on this matter. Nonetheless, especially because of the variation in permissible institutional practices, a written understanding concerning these matters at the time of appointment is particularly appropriate and advantageous to both the individual and the institution. [For a more detailed statement on this question, see "On Crediting Prior Service Elsewhere as Part of the Probationary Period," *Policy Documents and Reports*, 167–68.]

9. Seventh 1970 comment: The effect of this subparagraph is that a decision on tenure, favorable or unfavorable, must be made at least twelve months prior to the completion of the probationary period. If the decision is negative, the appointment for the following year becomes a terminal one. If the decision is affirmative, the provisions in the 1940 "Statement" with respect to the termination of service of teachers or investigators after the expiration of a probationary period should apply from the date when the favorable decision is made.

The general principle of notice contained in this paragraph is developed with greater specificity in the "Standards for Notice of Nonreappointment," endorsed by the Fiftieth Annual Meeting of the American Association of University Professors (1964) (*Policy Documents and Reports*, 99). These standards are:

Notice of nonreappointment, or of intention not to recommend reappointment to the governing board, should be given in writing in accordance with the following standards:

1. *Not later than March 1 of the first academic year of service*, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.

3. During the probationary period a teacher should have the academic freedom that all other members of the faculty have.¹⁰
4. Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges and should have the opportunity to be heard in his or her own defense by all bodies that pass judgment upon the case. The teacher should be permitted to be accompanied by an advisor of his or her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from the teacher's own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.¹¹

2. *Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.*

3. *At least twelve months before the expiration of an appointment after two or more years in the institution.*

Other obligations, both of institutions and of individuals, are described in the "Statement on Recruitment and Resignation of Faculty Members," *Policy Documents and Reports*, 153–54, as endorsed by the Association of American Colleges and the American Association of University Professors in 1961.

10. Eighth 1970 comment: The freedom of probationary teachers is enhanced by the establishment of a regular procedure for the periodic evaluation and assessment of the teacher's academic performance during probationary status. Provision should be made for regularized procedures for the consideration of complaints by probationary teachers that their academic freedom has been violated. One suggested procedure to serve these purposes is contained in the "Recommended Institutional Regulations on Academic Freedom and Tenure," *Policy Documents and Reports*, 79–90, prepared by the American Association of University Professors.

11. Ninth 1970 comment: A further specification of the academic due process to which the teacher is entitled under this paragraph is contained in the "Statement on Procedural Standards in Faculty Dismissal Proceedings," *Policy Documents and Reports*, 91–93, jointly approved by the

5. Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

Endorsers

Note: Groups that changed names subsequent to endorsing the statement are listed under their current names.

Association of American Colleges and Universities.....	1941
American Association of University Professors.....	1941
American Library Association (adapted for librarians).....	1946
Association of American Law Schools.....	1946
American Political Science Association.....	1947
American Association for Higher Education and Accreditation.....	1950
American Association of Colleges for Teacher Education.....	1950
Eastern Psychological Association.....	1950
Southern Society for Philosophy and Psychology.....	1953
American Psychological Association.....	1961
American Historical Association.....	1961
Modern Language Association.....	1962
American Economic Association.....	1962
Agricultural and Applied Economic Association.....	1962
Midwest Sociological Society.....	1963
Organization of American Historians.....	1963
Society for Classical Studies.....	1963
American Council of Learned Societies.....	1963
American Sociological Association.....	1963

American Association of University Professors and the Association of American Colleges in 1958. This interpretive document deals with the issue of suspension, about which the 1940 "Statement" is silent.

The "Statement on Procedural Standards in Faculty Dismissal Proceedings" provides: "Suspension of the faculty member during the proceedings is justified only if immediate harm to the faculty member or others is threatened by the faculty member's continuance. Unless legal considerations forbid, any such suspension should be with pay." A suspension which is not followed by either reinstatement or the opportunity for a hearing is in effect a summary dismissal in violation of academic due process.

The concept of "moral turpitude" identifies the exceptional case in which the professor may be denied a year's teaching or pay in whole or in part. The statement applies to that kind of behavior which goes beyond simply warranting discharge and is so utterly blameworthy as to make it inappropriate to require the offering of a year's teaching or pay. The standard is not that the moral sensibilities of persons in the particular community have been affronted. The standard is behavior that would evoke condemnation by the academic community generally.

Southern Historical Association	1963	American Speech-Language-Hearing Association.....	1968
American Studies Association.....	1963	Association of Social and Behavioral Scientists	1968
Association of American Geographers	1963	College English Association.....	1968
Southern Economic Association	1963	National College Physical Education Association for Men.....	1969
Classical Association of the Middle West and South.....	1964	American Real Estate and Urban Economics Association.....	1969
Southwestern Social Science Association.....	1964	Council for Philosophical Studies	1969
Archaeological Institute of America	1964	History of Education Society.....	1969
Southern Management Association.....	1964	American Musicological Society.....	1969
American Theatre Association (now dissolved)	1964	American Association of Teachers of Spanish and Portuguese.....	1969
South Central Modern Language Association.....	1964	Texas Community College Teachers Association.....	1970
Southwestern Philosophical Society.....	1964	College Art Association of America.....	1970
Council of Independent Colleges.....	1965	Society of Professors of Education	1970
Mathematical Association of America.....	1965	American Anthropological Association.....	1970
Arizona-Nevada Academy of Science	1965	Association of Theological Schools	1970
American Risk and Insurance Association.....	1965	Association of Schools of Journalism and Mass Communication	1971
Academy of Management	1965	Academy of Legal Studies in Business.....	1971
American Catholic Historical Association.....	1966	Americans for the Arts	1972
American Catholic Philosophical Association	1966	New York State Mathematics Association of Two-Year Colleges.....	1972
Association for Education in Journalism and Mass Communication.....	1966	College Language Association.....	1973
Western History Association	1966	Pennsylvania Historical Association.....	1973
Mountain-Plains Philosophical Conference....	1966	American Philosophical Association.....	1974
Society of American Archivists	1966	American Classical League	1974
Southeastern Psychological Association.....	1966	American Comparative Literature Association.....	1974
Southern States Communication Association.....	1966	Rocky Mountain Modern Language Association.....	1974
American Mathematical Society.....	1967	Society of Architectural Historians.....	1975
Association for Slavic, East European, and Eurasian Studies.....	1967	American Statistical Association.....	1975
College Theology Society	1967	American Folklore Society	1975
Council on Social Work Education.....	1967	Association for Asian Studies.....	1975
American Association of Colleges of Pharmacy	1967	Linguistic Society of America	1975
American Academy of Religion	1967	African Studies Association	1975
Association for the Sociology of Religion	1967	American Institute of Biological Sciences	1975
American Society of Journalism School Administrators (now merged with the Association of Schools of Journalism and Mass Communication).....	1967	North American Conference on British Studies.....	1975
John Dewey Society	1967	Sixteenth-Century Society and Conference ...	1975
South Atlantic Modern Language Association.....	1967	Texas Association of College Teachers.....	1976
American Finance Association	1967	Association for Jewish Studies	1976
Association for Social Economics	1967	Association for Spanish and Portuguese Historical Studies	1976
Phi Beta Kappa Society	1968	Western States Communication Association....	1976
Society of Christian Ethics	1968	Texas Association of Colleges for Teacher Education.....	1977
American Association of Teachers of French	1968	Metaphysical Society of America.....	1977
Eastern Finance Association	1968	American Chemical Society	1977
American Association for Chinese Studies	1968	Texas Library Association.....	1977
American Society of Plant Biologists.....	1968	American Society for Legal History	1977
University Film and Video Association	1968	Iowa Higher Education Association	1977
American Dialect Society	1968	American Physical Therapy Association	1979

North Central Sociological Association.....	1980	Council of Teachers of Southeast	
Dante Society of America.....	1980	Asian Languages	1994
Association for Communication		American Association of Teachers of Arabic...	1994
Administration.....	1981	American Association of Teachers of	
National Communication Association.....	1981	Japanese.....	1994
American Association of Physics Teachers.....	1982	Academic Senate for California	
Middle East Studies Association	1982	Community Colleges.....	1996
National Education Association.....	1985	National Council for the Social Studies.....	1996
American Institute of Chemists	1985	Council of Academic Programs in	
American Association of Teachers		Communication Sciences and Disorders	1996
of German	1985	Association for Women in Mathematics	1997
American Association of Teachers of Italian...	1985	Philosophy of Time Society.....	1998
American Association for Applied		World Communication Association	1999
Linguistics.....	1986	The Historical Society.....	1999
American Association for Cancer Education...	1986	Association for Theatre in Higher Education..	1999
American Society of Church History.....	1986	National Association for Ethnic Studies	1999
Oral History Association.....	1987	Association of Ancient Historians	1999
Society for French Historical Studies	1987	American Culture Association	1999
History of Science Society.....	1987	American Conference for Irish Studies	1999
American Association of Pharmaceutical		Society for Philosophy in the	
Scientists	1988	Contemporary World.....	1999
American Association for Clinical		Eastern Communication Association.....	1999
Chemistry	1988	Association for Canadian Studies	
Council for Chemical Research	1988	in the United States.....	1999
Association for the Study of Higher		American Association for the History of	
Education.....	1988	Medicine.....	2000
American Psychological Association	1989	Missouri Association of Faculty Senates.....	2000
Association for Psychological Science.....	1989	Association for Symbolic Logic	2000
University and College Labor Education		American Society of Criminology.....	2001
Association.....	1989	American Jewish Historical Society	2001
Society for Neuroscience	1989	New England Historical Association	2001
Renaissance Society of America.....	1989	Society for the Scientific Study of Religion	2001
Society of Biblical Literature	1989	Society for German-American Studies	2001
National Science Teachers Association	1989	Society for Historians of the Gilded Age	
Medieval Academy of America	1990	and Progressive Era.....	2001
American Society of Agronomy	1990	Eastern Sociological Society	2001
Crop Science Society of America	1990	Chinese Historians in the United States.....	2001
Soil Science Society of America	1990	Community College Humanities	
International Society of Protistologists	1990	Association.....	2002
Society for Ethnomusicology	1990	Immigration and Ethnic History Society	2002
American Association of Physicists		Society for Early Modern Catholic Studies	2002
in Medicine	1990	Academic Senate of the California State	
Animal Behavior Society.....	1990	University	2004
Illinois Community College Faculty		Agricultural History Society	2004
Association.....	1990	National Council for Accreditation	
American Society for Theatre Research.....	1990	of Teacher Education	2005
National Council of Teachers of English.....	1991	American Council on the Teaching	
Latin American Studies Association.....	1992	of Foreign Languages.....	2005
Society for Cinema and Media Studies.....	1992	Society for the Study of Social Biology	2005
American Society for Eighteenth-Century		Society for the Study of Social Problems	2005
Studies.....	1992	Association of Black Sociologists.....	2005
Council of Colleges of Arts and Sciences.....	1992	Dictionary Society of North America	2005
American Society for Aesthetics.....	1992	Society for Buddhist-Christian Studies.....	2005
Association for the Advancement		Society for Armenian Studies.....	2006
of Baltic Studies.....	1994	Society for the Advancement of	
American Council of Teachers of Russian.....	1994	Scandinavian Study	2006

American Physiological Society	2006	Chinese Language Teachers Association	2014
National Women’s Studies Association	2006	Coordinating Council for Women	
National Coalition for History	2006	in History.....	2014
Society for Military History	2006	Ecological Society of America	2014
Society for Industrial and Applied		Institute for American Religious and	
Mathematics	2006	Philosophical Thought	2014
Association for Research on Ethnicity and		Italian American Studies Association.....	2014
Nationalism in the Americas	2006	Midwestern Psychological Association.....	2014
Society of Dance History Scholars.....	2006	Modern Greek Studies Association.....	2014
Association of Literary Scholars, Critics,		National Association of Professors	
and Writers	2006	of Hebrew.....	2014
National Council on Public History.....	2006	National Council of Less Commonly	
College Forum of the National Council of		Taught Languages	2014
Teachers of English.....	2006	Population Association of America	2014
Society for Music Theory	2006	Society for Italian Historical Studies.....	2014
Society for Historians of American		Society for Psychophysiological Research.....	2014
Foreign Relations.....	2006	Society for Romanian Studies.....	2014
Law and Society Association	2006	Society for Textual Scholarship.....	2014
Society for Applied Anthropology.....	2006	Youth.....	2014
American Society of Plant Taxonomists.....	2006	Society for the Psychological Study	
Society for the History of Technology	2006	of Social Issues.....	2014
German Studies Association.....	2006	Society for the Study of the Multi-Ethnic	
Association of College and Research		Literature of the United States	2014
Libraries	2007	Society of Civil War Historians	2014
Czechoslovak Studies Association.....	2007	Society of Mathematical Psychology	2014
American Educational Studies Association	2007	Sociologists for Women in Society	2014
Southeastern Women’s Studies Association ..	2009	Urban History Association	2014
American Academy for Jewish Research.....	2014	World History Association	2014
American Association for Ukrainian		American Educational Research	
Studies.....	2014	Association.....	2014
American Association of Italian Studies	2014	Labor and Working-Class History	
American Theatre and Drama Society	2014	Association.....	2014
Central European History Society	2014	Paleontological Society	2014
Central States Communication Association....	2014		



MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: February 24, 2025
Subject: Recommendation to adopt revisions to COM Local Policies

AGENDA ITEM DESCRIPTION:

Discussion and possible action on the proposed revisions to COM Local Policies as described in the *February Policy Update* attached.

Presented and recommended for approval to the Board of Trustees on February 24, 2025.

PROPOSED MOTION:

“I move the Board of Trustees adopt the proposed revisions to local policies as presented.”

ATTACHMENTS:

POLICIES Draft/Final

1. CAK (Local) *Appropriations and Revenue Sources: Investments*
2. CDE (Local) *Accounting: Financial Ethics*
3. DGC (Local) *Employee Rights and Privileges: Employee Expression and Use of College Facilities*
4. DHB (Local) *Employment Standards of Conduct: Child Abuse and Neglect Reporting*
5. EGA (Local) *Academic Achievement: Grading and Credit*
6. FAA(Local) *Equal Educational Opportunity: Pregnant and Parenting Students*

7. FEBRUARY 2025 POLICY UPDATE

8. 1940 STATEMENT OF PRINCIPLES ON ACADEMIC FREEDOM AND TENURE

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

Investment Authority

The College President or other person designated by Board resolution shall serve as the investment officer of the College District and shall invest College District funds as directed by the Board and in accordance with the College District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CAK(LEGAL) under Authorized Investments, the Board shall permit investment of College District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.
10. Cash management and fixed income funds as permitted by Government Code 2256.020.
11. Negotiable certificates of deposit as permitted by Government Code 2256.020.
12. Corporate bonds, debentures, or similar debt obligations as permitted by Government Code 2256.020.

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

- Safety** The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.
- Investment Management** In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for College District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.
- Liquidity and Maturity** Any internally created pool fund group of the College District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the College District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.
- The College District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.
- Diversity** The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.
- Monitoring Market Prices** The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the College District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.
- Monitoring Rating Changes** In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

Funds / Strategies	Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the College District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.
Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Safekeeping and Custody	The College District shall retain clearly marked receipts providing proof of the College District's ownership. The College District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with College District funds by the investment pool.
Sellers of Investments	Prior to handling investments on behalf of the College District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. Representatives of brokers/dealers <u>and representatives with distributors of investment pools</u> shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

**Soliciting Bids for
CDs**

Distributors of investment pools shall also be registered in good standing with the Municipal Securities Rulemaking Board (MSRB).

In order to get the best return on its investments, the College District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the College District shall use final and weighted-average-maturity limits and diversification.

The College District shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the College District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the College District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the College District shall perform a compliance audit of management controls on investments and adherence to the College District's established investment policies.

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INVESTMENTS

CAK
(LOCAL)

Investment Authority

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INVESTMENTS

CAK
(LOCAL)

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Sellers of Investments	<p>Prior to handling investments on behalf of the College District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law.</p> <p>Representatives of brokers/dealers and representatives with distributors of investment pools shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p>

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

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All Board members, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the College District's financial transactions shall act with integrity and diligence in duties involving the College District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
 - for Board members—BBF
 - for employees—DH
 - Financial conflicts of interest:
 - for public officials—BBFA
 - for all employees—DBD
 - for vendors—CFE
 - Compliance with state and federal grant and award requirements: CAA, CAAB
 - Financial conflicts and gifts and gratuities regarding federal funds: CAA, CAAB
 - Systems for monitoring the College District's investment program: CAK
 - Budget planning and evaluation: CC
 - Compliance with accounting regulations: CDC
 - Criminal history record information for employees: DC
 - Disciplinary action for fraud by employees: DCC and DM series
-

Fraud and Financial Impropriety

The College District prohibits fraud and financial impropriety, as defined below, in the actions of its Board members, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the College District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the College District.

2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other College District assets, including employee time.
4. Impropriety in the handling of money or reporting of College District financial transactions.
5. Profiteering as a result of insider knowledge of College District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the College District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the College District, except as otherwise permitted by law or College District policy. [See [CAA](#), DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failing to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or College District policy.
12. Any other dishonest act regarding the finances of the College District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Financial Controls and Oversight

Each employee who supervises or prepares College District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Fraud Prevention

The College President or designee shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the College District.

Reports

Any person who suspects fraud or financial impropriety in the College District shall report the suspicions immediately to a person with authority to investigate them, including any supervisor, the

College President or designee, the Board Chairperson, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Protection from Retaliation

Neither the Board nor any College District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]

Fraud Investigations

In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the College President, Board Chairperson, or a designee shall promptly investigate reports of potential fraud or financial impropriety.

Response

If an investigation substantiates a report of fraud or financial impropriety, the College President or designee shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the College President or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the College District shall take appropriate action, which may include cancellation of the College District's relationship with the contractor or vendor.

When circumstances warrant, the Board, College President, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the College District, the College District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.

Federal Awards Disclosure

The College District shall promptly disclose, in a timely manner in writing ~~to~~whenever, in connection with the federal awarding agency award, which includes any activities or ~~pass-through entity, all violations~~subawards, the College District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations ~~potentially affecting a~~found in federal grant award law, including the Civil False Claims Act. [See CAAB]

Analysis of Fraud

After any investigation substantiates a report of fraud or financial impropriety, the College President or designee shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The College President or designee shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

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4. Impropriety in the handling of money or reporting of College District financial transactions.
5. Profiteering as a result of insider knowledge of College District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the College District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the College District, except as otherwise permitted by law or College District policy. [See CAA, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failing to provide financial records required by federal, state, or local entities.
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Federal Awards Disclosure

The College District shall promptly disclose in writing whenever, in connection with the federal award, which includes any activities or subawards, the College District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in federal law, including the Civil False Claims Act. [See CAAB]

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EMPLOYEE RIGHTS AND PRIVILEGES
ACADEMIC FREEDOM AND RESPONSIBILITIES

DGC
(LOCAL)

Faculty members are entitled to academic freedom in the conduct of research and teaching and are tasked with the associated responsibilities. To this end, the College District endorses the academic freedom principles set forth in the Statement of Principles on Academic Freedom and Tenure (PDF)¹ published by the Association of American Colleges and Universities and the American Association of University Professors.

The Board shall address faculty academic freedom and the associated responsibilities in appropriate College District publications.

Complaints regarding alleged violations of the right to academic freedom shall be filed in accordance with DGBA(LOCAL).

¹ 1940 Statement of Principles on Academic Freedom and Tenure (PDF): <https://www.aaup.org/file/1940%20Statement.pdf>

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EMPLOYEE STANDARDS OF CONDUCT
CHILD ABUSE AND NEGLECT REPORTING

DHB
(LOCAL)

Reporting

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a responsibility under state law to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child has an additional legal obligation to submit a written or oral report within 48 hours after the professional first has reasonable cause to believe the abuse or neglect has occurred or may be occurring. A "professional" is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

Oral Reports

Making a Report

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of ~~the Texas Department of Family and Protective Services (DFPS)~~DFPS at (800) 252-5400 or the [Texas Abuse Hotline Website](#)¹;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

EMPLOYEE STANDARDS OF CONDUCT
CHILD ABUSE AND NEGLECT REPORTING

DHB
(LOCAL)

	<p>An individual does not fulfill the person's responsibilities under the law by only reporting suspicion of abuse or neglect to the College President<u>College President</u> or another College District staff member. The College District shall not require an employee to first report the employee's suspicion to a College District or campus administrator.</p>
	<p><u>In accordance with law, an individual must provide the individual's name and telephone number. If the individual making the report is a professional, as defined by law, the individual must also provide the individual's business address and profession.</u></p>
Confidentiality	<p>In accordance with state law, the<u>The</u> identity of a person making a report of suspected child abuse or neglect shall be kept confidential and shall be disclosed only in accordance with <u>law and</u> the rules of the investigating agency.</p>
Immunity	<p>A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.</p>
Failure to Report	<p>By failing to report suspicion of child abuse or neglect, an employee:</p> <ol style="list-style-type: none">1. May be placing a child at risk of continued abuse or neglect;2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report; and3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment. <p>It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.</p>
Responsibilities Regarding Investigations	<p>In accordance with law, College District officials shall be prohibited from:</p> <ol style="list-style-type: none">1. Denying an investigator's request to interview a child on campus in connection with an investigation of child abuse or neglect;2. Requiring a parent or College District employee be present during the interview; or3. Coercing someone into suppressing or failing to report child abuse or neglect. <p>College District personnel shall cooperate fully and without parental consent with an investigation of reported child abuse or neglect.</p>

EMPLOYEE STANDARDS OF CONDUCT
CHILD ABUSE AND NEGLECT REPORTING

DHB
(LOCAL)

**Adverse
Employment Action
Prohibited**

The College District prohibits any adverse employment action, including termination or discrimination, against any employee who in good faith reports child abuse or neglect or participates in a related investigation.

Training

The College District shall provide training to employees as required by law. Training shall address reporting requirements and techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children.

¹ Texas Abuse Hotline Website: <https://www.txabusehotline.org>

Reporting

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a responsibility under state law to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child has an additional legal obligation to submit a written or oral report within 48 hours after the professional first has reasonable cause to believe the abuse or neglect has occurred or may be occurring. A "professional" is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of DFPS at (800) 252-5400 or the [Texas Abuse Hotline Website](#)¹;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill the person's responsibilities under the law by only reporting suspicion of abuse or neglect to the College

EMPLOYEE STANDARDS OF CONDUCT
CHILD ABUSE AND NEGLECT REPORTING

DHB
(LOCAL)

President or another College District staff member. The College District shall not require an employee to first report the employee's suspicion to a College District or campus administrator.

In accordance with law, an individual must provide the individual's name and telephone number. If the individual making the report is a professional, as defined by law, the individual must also provide the individual's business address and profession.

Confidentiality

The identity of a person making a report of suspected child abuse or neglect shall be kept confidential and shall be disclosed only in accordance with law and the rules of the investigating agency.

Immunity

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By failing to report suspicion of child abuse or neglect, an employee:

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EMPLOYEE STANDARDS OF CONDUCT
CHILD ABUSE AND NEGLECT REPORTING

DHB
(LOCAL)

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¹ Texas Abuse Hotline Website: <https://www.txabusehotline.org>

The College President shall establish the manner by which grades shall be determined and credit shall be awarded. These provisions shall include the methods for reporting student grades, the calculation of a student's grade point average (GPA), the classification of students based on credits earned, the transfer of credits, student standards of performance, grade appeal procedures, and any other relevant matters. The provisions shall be published in the College District catalog. [For class rank calculations and honors determinations, see EGB]

Good Academic Standing. Students are expected to maintain a level of scholastic achievement that will allow them to meet the grade point average (GPA) requirement for graduation. Students failing to maintain Good Academic Standing may be placed in Academic Warning, Academic Probation, or Academic Dismissal as appropriate. See EGA Regulation

Appeal Students who receive a notice of Academic Dismissal may appeal for good cause shown following the procedures outlined in EGA Regulation.

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Note: For complaints of discrimination, harassment, and retaliation on the basis of sex or gender, see FFDA. For all other discrimination, harassment, and retaliation complaints related to this policy, see FFDB.

Procedures

The College President or designee shall develop procedures addressing protections and accommodations, consistent with law, for students who are pregnant or parenting, including procedures addressing early registration or pre-registration and leaves of absence.

Liaison

The College President shall designate a pregnant and parenting students liaison for current ~~or~~and incoming students ~~at the institution~~who are pregnant or who are the parents or guardians of children ~~younger than~~under 18 years ~~of age~~old. The liaison shall provide the students information ~~regarding support services and other available~~on and access to resources ~~and~~designed to help them successfully and timely complete a degree or certificate. ~~The liaison shall also~~ serve as the point of contact for a student requesting a protection or accommodation under Education Code 51.982. The liaison's contact information shall be included in the procedures described above.

Publication

The procedures and the liaison's contact information shall be published in the student and employee handbooks and posted on the College District's website ~~-~~ in a location that is readily available to current and incoming students who are pregnant or who are the parents or guardians of children under 18 years old.

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MINUTE ORDER

To: Board of Trustees

From: Dr. Warren Nichols, President

Date: February 24, 2025

Subject: 2024-2027 Strategic Plan (Proposed)

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 proposed 2024-2027 Legacy of Excellence: A Future of Success Strategic Plan as presented by Administration."

PURPOSE

Legacy of Excellence: A Future of Success is a comprehensive strategic plan designed to guide the college's growth and development over the next three years. The plan's overarching goals are to enhance student achievement by focusing on student success, employee success, campus amenities and infrastructure, campus safety and wellness, and community engagement. This plan directly supports the college's mission to be a learning-centered, comprehensive community college dedicated to student success and the intellectual and economic enrichment of the diverse communities it serves, and to fulfill its vision to be a valued and vital community partner by enriching its community and preparing its students to thrive in a diverse, dynamic and global environment.

BACKGROUND

The Board of Trustees reviewed the Strategic Plan for 2024-2027. This plan, developed through a collaborative process involving faculty, staff, students, and community stakeholders, identifies key strategic priorities for the college over the next three years. The strategic plan aligns with key state initiatives such as Texas House Bill 8 and Talent Strong Texas. These initiatives emphasize student success and workforce training, empowering COM to prepare students for high-value careers and expand access to postsecondary education. The plan sets measurable goals to guide the college's progress that will be closely monitored and reported to stakeholders on a consistent and on-going basis.

Attachments

1. 2024-2027 Strategic Plan (Proposed)

The image features three graduates in blue gowns and black caps. The graduate on the left is a man with a white shirt and tie. The middle graduate is a woman with blonde hair. The graduate on the right is a woman with dark hair. They are all smiling. The background is a bokeh of purple and blue circles. A large, faint watermark of a graduation cap is visible in the center.

COM
College of the Mainland.

Legacy of Excellence: A Future of Success

Strategic Plan | 2024 - 2027

com.edu

MISSION

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

VISION

College of the Mainland will be a valued and vital community partner by enriching our community and preparing our students to thrive in a diverse, dynamic and global environment.

VALUES

- Student Success and Academic Excellence
- Continuous Improvement and Accountability
- Mutual Respect and Civility
- Innovation and Adaptability
- Campus and Community Collaboration

ACCREDITATION

College of the Mainland is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate and baccalaureate degrees and certificates. Contact the SACSCOC at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of College of the Mainland.

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Glossary

Strategic Plan: A roadmap to reach aspirational goals

Goal: Desired result

Strategic Activities: Carefully planned activities that will lead to attaining the desired result

Expected Outcome: What is expected to occur because of the strategic activities

Performance Indicators: Measurable values that demonstrate how effectively the College is achieving its goals. It helps track progress, identify areas for improvement and make data-driven decisions

MESSAGE FROM THE PRESIDENT



Dr. Warren Nichols
President
College of the Mainland

Dear, COM Community,

I am excited to share our 2024-2027 Strategic Plan, a roadmap designed to elevate COM to new heights. This plan, the result of extensive college-wide collaboration, outlines our commitment to student success, employee well-being and community impact.

Strategic Goals:

- **Student Success:** We are dedicated to guiding students toward fulfilling careers. The implementation of Guided Pathways, along with our focus on student support, will ensure they achieve their educational goals.
- **Employee Success:** By investing in professional development and creating a supportive environment, we will empower our faculty and staff to thrive.
- **Campus Amenities & Infrastructure:** The COM 2023 general obligation bond, made possible by taxpayer support, is funding continued campus modernization efforts. We are investing in cutting-edge facilities and upgraded technology to create an optimal student learning environment.
- **Campus Safety & Wellness:** We are prioritizing campus safety and wellness. Enhanced security measures and support for individual well-being will create a welcoming and inclusive environment for all students, faculty and staff.
- **Community Engagement:** We will continue to forge impactful partnerships that benefit our region and strengthen student success.

This strategic plan also aligns with key state initiatives such as Texas House Bill 8 and Talent Strong Texas. These initiatives emphasize student success and workforce training, empowering COM to prepare students for high-value careers and expand access to postsecondary education.

Legacy of Excellence: A Future of Success is our guiding vision. Our COM 2024-2027 Strategic Plan outlines our path for achieving this vision, driving student success, fostering a supportive campus and strengthening our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Warren Nichols", written over a light grey watermark of the College of the Mainland logo.

Dr. Warren Nichols
President, College of the Mainland



GOAL 1

Student Success: Empower our students to clarify their educational paths, ensure their learning and meet their end goals.

Strategic Activities

- **Enhance Early Engagement:** Connect with prospective students early in their decision-making process, providing resources and guidance for career exploration and informed educational choices.
- **Simplify Enrollment Pathways:** Ensure clear pathways for full- and part-time enrollment in all programs, including prior learning assessment and transfer options.
- **Optimize Communications:** Improve communications and outreach to prospective students, providing timely and personalized support throughout the application and enrollment process.
- **Strengthen Onboarding:** Support new students with student-centered onboarding processes.
- **Propel Academic Success:** Improve student achievement, completion rates and post-graduation outcomes, including employment and continuing education.
- **Foster Lasting Connections:** Reinforce student ties to COM after graduation or transfer.

Expected Outcomes

- **Expand Access & Enrollment:** Increase the number of students in credit, continuing education and adult basic education programs/courses.
- **Optimize the Student Journey:** Make the transition from prospective student to enrolled students seamless and user-friendly, reducing barriers and increasing accessibility.
- **Promote Persistence & Completion:** Ensure students persist through the completion of their educational goals.
- **Drive Successful Outcomes:** Ensure students efficiently complete their programs, find employment, continue their education and remain connected to COM.

Performance Indicators

Enrollment & Access

- **Enrollment:** Unduplicated headcount in credit and continuing education
- **Application & Enrollment Success:** Admissions application conversion rate, applicant satisfaction with communication/support

Student Success & Completion

- **Academic Performance:** Course success rates, gateway course completion rates, time to completion for credit programs
- **Persistence & Retention:** Fall-to-fall retention rate, semester-to-semester persistence
- **Graduation & Transfer:** Graduation rates, transfer and bachelor's degree attainment

Support & Engagement

- **Student Support:** Student satisfaction with support services, number of students engaging in orientation
- **Career Development:** Percentage of students utilizing career assessment tools and enrolling in a meta-major within the first semester
- **Experiential Learning:** Student participation in experiential learning opportunities

Outcomes & Impact

- **Credentials Awarded:** Total number of awards by level awarded annually; credentials awarded in high-demand fields
- **Workforce & Post-Graduation Success:** Licensure pass rates, post-completion outcomes, job placement for workforce programs
- **Dual Credit Success:** Dual credit students completing 15 student credit hours annually

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Performance Indicators Summary

www.com.edu/strategic-plan



GOAL 2

Employee Success: Create an environment that retains and attracts administrators, faculty and staff that are committed to serving students.

Strategic Activities

- **Invest in Employee Growth:** Foster a culture of continuous learning and development by providing comprehensive professional development opportunities for all faculty and staff. These opportunities will support skill enhancement, career advancement and the acquisition of new knowledge and competencies relevant to the institution's strategic goals.
- **Develop High-Impact Leaders:** Implement a Leadership Academy designed to equip current and emerging leaders with the skills and competencies necessary for effective project and team leadership, resulting in improved organizational performance.
- **Formalize Employee Recognition:** Develop and implement a structured employee recognition program that provides consistent and meaningful appreciation for employee contributions, fostering a positive and motivating work environment.

Expected Outcomes

- **Employee Development:** Foster growth by providing opportunities for employees to enhance their skills and abilities through professional development programs.
- **Employee Fulfillment:** Increase satisfaction and motivation through structured recognition programs and targeted financial incentives that promote continuous learning and improvement.
- **Leadership Cultivation:** Develop the leadership potential of current and emerging leaders, preparing them to contribute effectively to the College's success.



Performance Indicators

Professional Development Participation

- Track the **annual participation rate** of faculty and staff in professional development activities, disaggregated by employee category and development type.

Leadership Academy

- **Leadership Academy Implementation:** Establishment of a Leadership Academy by the end of FY25, with a documented implementation plan outlining curriculum, participant selection criteria and program evaluation methods.
- **Leadership Academy Cohort Success:** Successfully enroll and graduate the first cohort of the Leadership Academy by FY26, measuring participant satisfaction and knowledge gain.
- **Leadership Academy Program Evaluation:** Conduct a comprehensive evaluation of the Leadership Academy in FY26, assessing its effectiveness in developing leadership competencies and its impact on participant performance and organizational outcomes.

Employee Recognition Program

- **Employee Recognition Program Utilization:** Monitor the annual utilization of employee recognition programs, tracking the number of awards granted and the frequency of nominations across different departments and employee categories.
- **Employee Recognition Program Impact:** Assess employee satisfaction with the recognition program, measuring its perceived effectiveness in fostering a culture of appreciation and motivation.
- **Financial Incentive Program Participation:** Analyze the participation rate in financial incentive programs among eligible employees, identifying any barriers to participation and assessing the program's reach and effectiveness.
- **Financial Incentive Program Satisfaction:** Evaluate employee satisfaction with the incentive program, including the clarity of incentive protocols, the perceived fairness of the system and its impact on motivation and retention.

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Performance Indicators Summary

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GOAL 3

Campus Amenities & Infrastructure: Develop and maintain a modern, sustainable and technologically advanced campus environment that supports the success, well-being and safety of students, employees and the broader community.

Strategic Activities

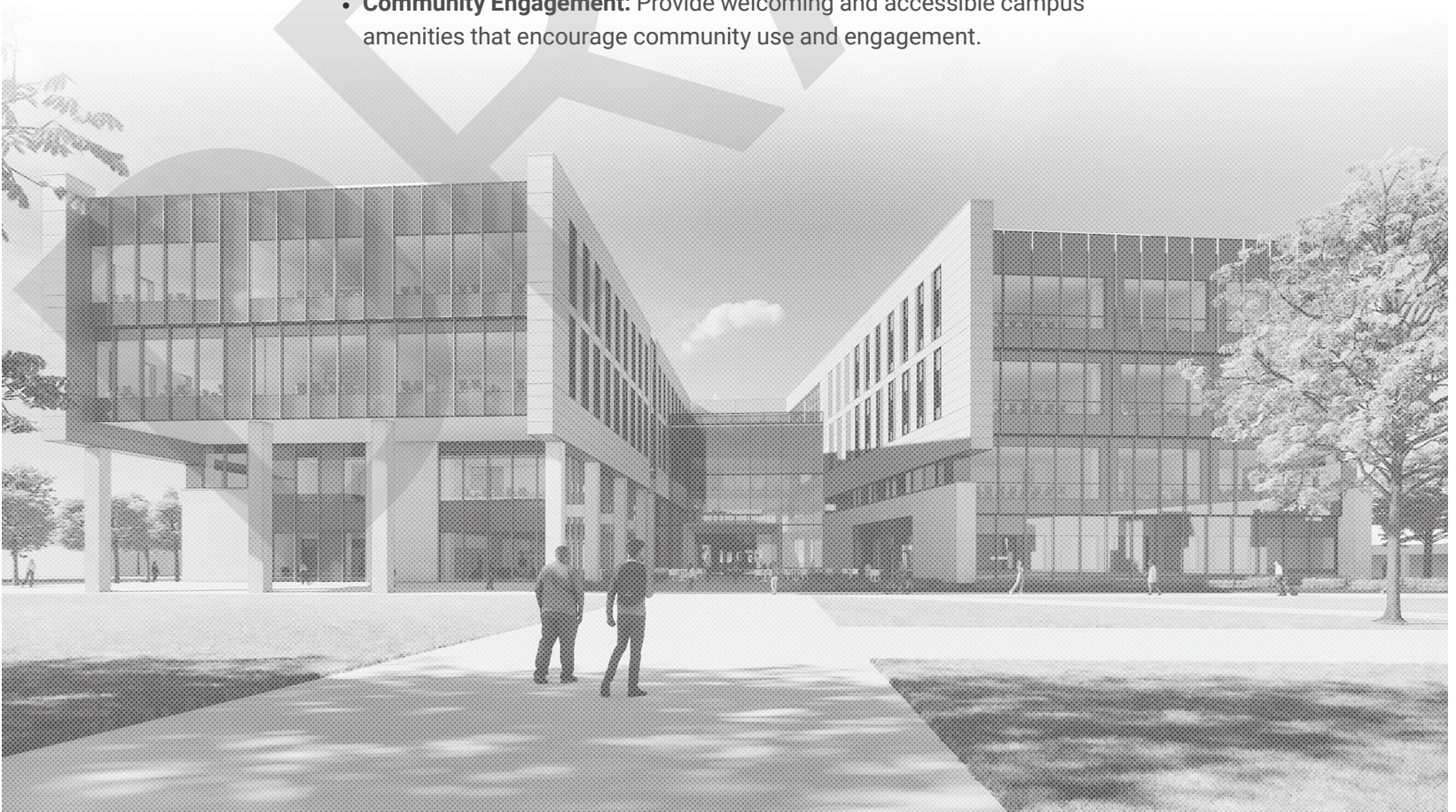
Bond-Funded Projects

- **Complete Bond-Funded Projects:** Effectively manage and oversee all phases (design, construction and occupancy) of the 2023 Bond-funded facilities construction and improvement projects, ensuring on-time and on-budget completion. This includes:
 - Construction of new Library Classroom Building, Corporate and Continuing Education Building and Public Safety Building. Renovations to College Services, Industrial Education and Welding buildings.
 - Implement a robust project management process to track progress, manage risks and ensure quality control.
 - Prioritize sustainable building practices and incorporate environmentally friendly features in all new construction and renovations.
- **Establish Quality Assurance Program:** Develop and implement a comprehensive quality assurance and customer satisfaction program for campus amenities and infrastructure. This program will:
 - Establish clear standards for the maintenance and upkeep of facilities, grounds and technology.
 - Implement regular inspections and assessments to identify and address maintenance needs proactively.
 - Create a system for collecting and responding to feedback from students, employees and community members regarding campus amenities.
 - Regularly review and update standards and procedures to ensure continuous improvement.

- **Upgrade Technology Infrastructure:** Invest in technology upgrades and enhancements to support student learning, employee productivity and operational efficiency. This includes:
 - Upgrading network infrastructure to provide reliable high-speed internet access across campus.
 - Implementing modern classroom technology to enhance teaching and learning.
 - Exploring and adopting emerging technologies that can enhance campus experience and support institutional goals.

Expected Outcomes

- **Safe & Functional Environment:** Provide a safe, operational, efficient, and aesthetically pleasing campus environment that promotes the well-being and productivity of students and employees.
- **Enhanced Learning & Working Spaces:** Create modern and engaging learning spaces equipped with the latest technology to support student success. Provide employees with functional and comfortable workspaces that promote collaboration and productivity.
- **Improved Security:** Enhance campus security through the implementation of advanced security systems, including automated lockdown capabilities, upgraded lighting, and surveillance technology.
- **Increased Accessibility:** Ensure that campus facilities and technology are accessible to all members of the community, including individuals with disabilities.
- **Community Engagement:** Provide welcoming and accessible campus amenities that encourage community use and engagement.



GOAL 3 (Continued)

Performance Indicators

Project Completion: Track the on-time and on-budget completion of all 2023 Bond-funded projects.

Facility Condition: Conduct regular assessments of the condition and functionality of all campus facilities.

Technology Upgrades: Monitor the implementation and effectiveness of technology upgrades.

Security Effectiveness: Assess student and employee satisfaction with security enhancements and conduct regular safety audits.

Accessibility: Conduct accessibility assessments of campus facilities and technology.

User Satisfaction: Measure student, faculty and staff satisfaction with campus amenities and infrastructure through surveys and feedback mechanisms.

Community Utilization: Track the usage of campus facilities by community members.

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Performance Indicators Summary

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GOAL 4

Campus Safety & Wellness: Ensuring safety, security and wellness initiatives for the COM community and its property to enable the pursuit of academic and professional goals.

Strategic Activities

Enhance Physical Security

- Infrastructure Improvements:
 - Invest in security technology upgrades: Install and maintain security cameras, access control systems and emergency notification systems across all campus buildings and grounds.
 - Improve lighting: Ensure adequate lighting in all areas, particularly parking lots, walkways and building entrances.
 - Secure building access: Implement a system for controlling access to buildings, including key card access, security personnel and visitor management protocols.
- Emergency Preparedness:
 - Develop and regularly practice comprehensive emergency response plans for various scenarios (e.g., fire, active shooter, natural disaster).
 - Conduct regular safety drills and training for students, faculty and staff to ensure preparedness in emergencies.
 - Establish clear communication channels and protocols for disseminating information during emergencies.
- Safety Audits & Assessments:
 - Conduct regular safety audits and risk assessments to identify potential hazards and vulnerabilities.
 - Implement corrective actions to address identified risks and improve safety measures.

Promote a Culture of Safety

- Awareness & Education:
 - Develop and implement ongoing safety awareness campaigns and educational programs for students, faculty and staff.
 - Provide training on topics such as crime prevention, personal safety, bystander intervention and sexual assault prevention.
 - Promote awareness of available resources and support services, including counseling, mental health services and victim advocacy.

GOAL 4 (Continued)

- Reporting & Response:
 - Establish clear and accessible reporting mechanisms for safety concerns and incidents.
 - Ensure prompt and effective response to all reported incidents, including investigation and appropriate disciplinary action.
 - Foster a culture where individuals feel comfortable reporting safety concerns without fear of retaliation.
- Community Partnerships:
 - Collaborate with local law enforcement agencies to enhance campus security and information sharing.
 - Engage with community organizations to provide resources and support to students and employees.

Support Wellness & Mental Health

- Mental Health Services:
 - Provide accessible and affordable mental health services to students and employees, including counseling, support groups and crisis intervention.
 - Promote mental health awareness and reduce stigma through education and outreach programs.
- Wellness Programs:
 - Offer wellness programs and initiatives that promote physical and emotional well-being, such as stress management workshops, fitness classes and healthy lifestyle education.
 - Create a supportive campus environment that encourages healthy habits and work-life balance.
- Threat Assessment & Intervention:
 - Establish a threat assessment team to identify and respond to individuals who may pose a risk to themselves or others.
 - Provide intervention and support services to individuals in need, including referrals to mental health professionals and community resources.

Expected Outcomes

- **Reduced Crime & Safety Incidents:** A measurable decrease in the number of reported safety incidents on campus.
- **Increased Sense of Safety:** Students, faculty and staff feel safe and secure on campus.
- **Improved Emergency Preparation:** The campus community is well-prepared to respond effectively to emergencies.

- **Enhanced Community Well-Being:** Increased awareness of and access to wellness and mental health resources.
- **Stronger Community Partnerships:** Effective collaboration with local law enforcement and community organizations.

Performance Indicators

Physical Security & Safety

- **The number of reported safety incidents** on campus per semester/year, categorized by type (e.g., theft, vandalism, assault, harassment).
- **The number and percentage** of students, faculty and staff **who participate in safety training programs** (e.g., active shooter training, self-defense workshops, online safety modules).
- **Surveys to assess** student, faculty and staff **perceptions of safety on campus.**

Wellness & Mental Health

- **The number** of students and employees **who utilize mental health and wellness services** (e.g., counseling sessions, support groups, wellness workshops).

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Performance Indicators Summary

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GOAL 5

Community Engagement: Establish and maintain connections with our community and industry.

Strategic Activities

Community Outreach & Engagement

- **Community Events:** Host community events on campus, such as festivals, concerts, lectures and workshops.
- **Volunteer Opportunities:** Encourage students, faculty, and staff to volunteer their time and expertise to support local organizations and causes.
- **Advisory Boards:** Maintain active community advisory boards to provide input on college programs and initiatives.
- **Communication and Marketing:** Utilize various communication channels (website, social media, newsletters) to keep the community informed about college events, programs and resources.

Addressing Community Needs

- **Execute community needs assessments** to identify key challenges and opportunities.
- **Partnerships for Economic Development:** Collaborate with local businesses and government agencies to support economic development initiatives and workforce development strategies.
- **Community Health and Wellness:** Offer health and wellness programs and services to the community, such as health screenings, fitness classes and mental health counseling.
- **Cultural and Civic Engagement:** Promote cultural awareness and civic engagement through events, programs and partnerships with community organizations.

Corporate & Continuing Education Market Research

- **Identify Corporate Training and Continuing Education Needs:** Conduct thorough research to identify the specific training needs of local businesses and industries. Analyze workforce trends, skills gaps and emerging technologies to determine in-demand training topics.
- **Competitive Analysis:** Research existing corporate training providers in the area to understand the competitive landscape, pricing strategies and program offerings.

Corporate & Continuing Education Program Design & Development

- Grow opportunities for on-demand and workforce-essential learning such as micro-credentials.
- Curriculum Development: Develop high-quality, relevant curriculum that aligns with industry needs and incorporates adult learning principles. Deliver various formats, such as in-person workshops, online courses, hybrid models and on-site training at company locations.
- Instructor Expertise: Recruit experienced instructors with industry expertise and strong teaching skills. Provide training and support to ensure they are knowledgeable about adult learning methodologies and effective instructional practices.
- Flexibility and Customization: Offer flexible scheduling options and tailor programs to meet the specific needs of individual companies. Be prepared to customize curriculum, delivery methods and training schedules to accommodate different requirements.

Corporate & Continuing Education Marketing & Outreach

- Build Relationships: Establish strong relationships with local businesses, industry associations, and economic development organizations. Attend industry events, network with key decision-makers and participate in community initiatives.
- Targeted Marketing: Develop targeted marketing materials and campaigns that highlight the benefits of your training programs for businesses and employees. Utilize various channels, such as email marketing, social media, website promotion and print advertising.
- Showcase Success Stories: Highlight successful partnerships and testimonials from satisfied clients to build credibility and demonstrate the value of your training programs.
- Open Houses and Information Sessions: Host regular open houses and information sessions to increase awareness of continuing education and corporate training offerings, providing opportunities for prospective students and businesses to learn about programs, meet instructors and explore learning pathways.

Corporate & Continuing Education Operational Efficiency

- **Streamlined Processes:** Develop efficient processes for enrollment, registration, payment, and record-keeping. Utilize technology to automate tasks and improve communication with clients and participants.
- **Cost-Effectiveness:** Develop competitive pricing strategies that are attractive to businesses while ensuring program sustainability. Explore funding opportunities and partnerships to reduce costs and expand access to training.

- **Quality Assurance:** Implement a system for evaluating program effectiveness and gathering feedback from participants and businesses. Continuously improve programs based on data and feedback to ensure high quality and relevance.

Build Long-Term Partnerships

- **Client Relationship Management:** Develop strong client relationships through ongoing communication, responsiveness to needs and personalized service.
- **Advisory Boards:** Establish an advisory board with representatives from local businesses and industries to provide guidance on program development and ensure alignment with workforce needs.
- **Continuing Education Units (CEUs):** Offer CEUs or other professional credentials to enhance the value of training programs and support employee career advancement.

Expected Outcomes

- **Strengthened Community Connection:** Foster stronger relationships with the COM community through meaningful interactions and partnerships.
- **Increased Community Outreach & Engagement:** Achieve a higher rate of participation from community members at campus events.
- **Increased Enrollment & Revenue:** Achieve an increase in enrollment in corporate and customized training programs annually.
- **Enhanced Program Quality & Relevance:** Achieve a high satisfaction rate among corporate training participants in terms of program quality, relevance and instructor effectiveness.
- **Improved Workforce Development Impact:** Partner with local employers to develop training programs that address identified skills gaps in high-demand industries.
- **Increased Visibility & Relevance:** Attract clients by building a strong reputation that instills confidence in COM's Continuing Education programs to deliver quality training.



Performance Indicators

Community Outreach & Engagement

- **Event Attendance:** Track participation at campus and community showcase events.
- **Community Engagement:** Measure feedback and satisfaction through survey results.

Continuing Education (CE) & Corporate Training Programs

- **Enrollment Growth:** The number of enrollments in both continuing education and corporate training programs over time (monthly, quarterly, annually).
- **Corporate Training Program Optimization:** Offer high-demand continuing education and corporate training programs with diverse modalities (in-person, online, hybrid) to meet the evolving needs of individuals and businesses. This includes analyzing labor market trends, conducting needs assessments, and offering a mix of delivery formats to maximize accessibility and engagement.

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Performance Indicators Summary

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MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: February 7, 2025
Subject: 2025-2026 Property/Casualty Insurance Renewals

AGENDA ITEM DESCRIPTION:

Consideration of and possible approval of the 2025-2026 Property/Casualty Insurance Renewals.

PURPOSE

To provide sufficient property and liability insurance for all appropriate properties and areas of liability.

FUNDING SOURCE:

2024-2025 Budget

PROPOSED MOTION:

***Suggested motion:* “I move the Board of Trustees approve the 2025-2026 Property and Casualty Insurance Renewals as stated in the 2025-2026 Proposal Analysis for an amount not to exceed \$2,400,000.00 to be paid from FY24-25 operating budget.”**

BACKGROUND

In February of 2020, the Board approved a recommendation for contract award to McGriff, Siebels, & Williams based on results of a request for proposal for property and liability insurance. McGriff is an approved vendor of the Omnia Partners cooperative purchasing organization. McGriff’s status with the cooperative was the basis of their original response to provide competitive and best value options for proper coverage throughout campus. Therefore, it is the recommendation of COM administration to renew the property and liability insurance with McGriff, an industry leader to community colleges and universities. Additionally, COM has been extremely satisfied with the services and policy options provided by McGriff for almost a decade. Coverage with McGriff has provided positive outcomes to COM resulting from several disaster claims with their assistance.

ATTACHMENTS

1. 2025-2026 Insurance Renewal Analysis

COLLEGE OF THE MAINLAND
 PROPOSAL ANALYSIS: INSURANCE PLAN YEAR 2025-2026
 02/28/2025 - 02/28/2026

MCGRIFF

EXPIRING PLAN YEAR 2024-2025

Insurer	Line	Limits	Deductibles	Premiums
Lloyds of London	Terrorism	\$100M	\$10K	19,075
AXA/XL	Boiler & Machinery	\$177,223,963	\$10K	11,774
Travelers	Crime	\$500k	\$5K	6,956
Burlington	General Liability	\$1M	\$1K	7,661
McGriff Subtotal:				45,466
Various Insurers	Property	Per SOV Schedule	\$50K AOP	2,353,565
		\$100M	\$50K EQ	
		\$10M Flood	3% NS, Min \$250K	
		\$10M EQ	\$250K Flood Except	
		\$1M Tuition/Fees	No Coverage SFHA	
Property Subtotal:				2,353,565
McGriff Total:				2,399,031

RENEWING PLAN YEAR 2025-2026

Insurer	Line	Limits	Deductibles	Premiums
Lloyds of London	Terrorism	\$100M	\$10K	19,274
AXA/XL	Boiler & Machinery	\$201,127,162	\$10K	12,336
Travelers	Crime	\$500k	\$5K	6,956
Burlington	General Liability	\$1M	\$1K	7,788
McGriff Subtotal:				46,354
Various Insurers	Property	Per SOV Schedule	\$50K AOP	2,227,524
		\$100M	\$50K EQ	
		\$10M Flood	3% NS, Min \$250K	
		\$10M EQ	\$100K Flood Except	
		\$1M Tuition/Fees	No Coverage SFHA	
Property Subtotal:				2,227,524
McGriff Total:				2,273,878

Approximate Decrease 5.20%

Property & Windstorm Insurance - 2/28/2025-26

Coverage	Property/Windstorm Insurance
Total Limit of Liability:	\$100,000,000
Sub-Limits:	
Windstorm or Hail	\$100,000,000
Flood Zone All Zones Except A&V - Annual Aggregate	\$10,000,000
Earth Movement - Annual Aggregate	\$10,000,000
Accounts Receivable	\$5,000,000
Civil or Military Authority	30 days max \$5,000,000
Contingent Time Element	30 days max \$1,000,000
Debris Removal	The lesser of \$15,000,000 or 25%
Course of Construction (Soft Costs)	\$250,000 (\$25,000)
Electronic Data & Media	\$5,000,000
Errors & Omissions	\$1,000,000
Extended Period of Indemnity	180 days
Extra Expense/Expediting Expense	\$2,500,000
Fine Arts	\$250,000
Fungus, Molds, Mildew, Spores - Annual Aggregate	\$500,000
Ingress/Egress	30 days (maximum \$250,000)
Leasehold Interest	\$100,000
Limited Pollution Coverage – Annual Aggregate	\$100,000
Lock Replacement	\$25,000
Miscellaneous Unnamed Locations	\$5,000,000
Newly Acquired Property - 90 Day	\$5,000,000
Ordinance or Law – Coverage A	Included in Bldg Limit
Ordinance or Law – Coverage B & C – Per Building	20% max \$5,000,000
Ordinary Payroll	60 days
Plants, Lawns, Trees or Shrubs	\$100,000
Any One Plant, Lawn, Tree or Shrub	\$25,000
Professional Fees – Annual Aggregate	\$250,000
Reclaiming, Restoring or Repairing Land Improvements	\$10,000
Reward Reimbursement	\$25,000
Service Interruption (72 hour qualifying period)	\$5,000,000
Spoilage	\$1,000,000
Time Element Monthly Limitation	1/12th monthly
Transit	\$1,000,000
Underground pipes, flues & drains	\$100,000
Valuable Papers & Records	\$1,000,000
Wind Driven Precipitation	\$500,000
Deductibles:	
All Other Perils (Fire)	\$50,000
Flood	\$100,000
Earth Movement	\$50,000
Named Storm Wind/Hail/Wind Driven Precipitation	3% of the Total Values at the Time of Loss at each building/item stated on SOV subject to a minimum deductible of \$100,000 any one occurrence
All Other Wind/Hail	\$100,000
Valuation:	Limited to Values as Reflected on Statement of Values on file with Carriers
Building Values	\$178,356,209
Business Personal Property/Contents	\$13,621,765
Miscellaneous Equipment	\$361,612
Computer & Ancillary Equipment	\$6,753,884
Outdoor Property	\$751,210
Business Income/Loss of Tuition	\$1,000,000
Total Insurable Values (TIV)	\$200,844,680
Lead Carrier:	AmRisc
Premium:	\$2,227,524

Property & Windstorm Insurance - 2/28/2025-26

Coverage	Property/Windstorm Insurance
Coverage:	AXA Boiler & Machinery
Sub-Limits:	
Business Income/Extra Expense	\$1,000,000
Water Damage	\$250,000
Expediting Expense	\$250,000
Pollutants and/or Hazardous Materials	\$250,000
Data Restoration	\$250,000
Ordinance or Law	\$500,000
Utility Interruption	\$1,000,000
Fungus and Related Perils - Property Damage	\$15,000
Perishable Goods	\$100,000
Off Premises Damage	\$100,000
Deductibles:	
Property Damage, BI/EE, Perishable Goods	\$10,000
Time Element Coverages	24 Hours
Premium:	\$12,336
Coverage:	TRIA Terrorism
Sum Insured:	\$100,000,000
Deductible:	\$10,000
Premium:	\$19,274
Coverage:	Crime
Employee Theft	\$500,000
Forgery or Alteration	\$500,000
On Premises	\$250,000
In Transit	\$250,000
Money Orders & Counterfeit Money	\$250,000
Computer Fraud	\$500,000
Funds Transfer Fraud	\$500,000
Claim Expense	\$5,000
Retention:	\$5,000
Premium:	\$6,956
Coverage:	Burlington - General Liability Insurance
General & Products Comp/Ops Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Per Occurrence	\$1,000,000
Damage to Premises Rented	\$100,000
Medical Payments	\$5,000
Deductible	\$1,000
Premium:	\$7,788
Total Renewal Premium:	\$2,273,878
<i>Note: This exhibit is intended for reference purposes. The actual policy documents shall govern and supersede any representations made herein.</i>	

January 2025

Monthly Financial Report

Cash Situation

(in millions)

Gross cash balance at the end of month:	\$24.5
Less pending I&S liability:	\$3.1
Net unrestricted cash:	<hr/> \$21.4
Minimum required cash :	\$8.2
Excess cash above minimum:	\$13.2

Unaudited Operations

Year to Date *(in millions)*

Revenues

Budget: \$45.0

Actual: \$28.4

(63% earned at 42% of year)

Expense

Budget: \$45.0

Actual: \$17.8

(40% Spent at 42% of year)



MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: February 13, 2025
Subject: Monthly Investment & Financial Reports

AGENDA ITEM DESCRIPTION:

Consideration of and possible acceptance of the January 2025 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 January 2025 Investment Report and the January 2025 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. January 2025 Investment Discussion & Report
2. January 2025 Revenue & Expense Summary
3. January 2025 Expense by Division Report



INVESTMENT REPORT
For the Month Ended January 2025

Investment discussion:

College of the Mainland earned \$184,391 for the month of January on its short-term investments in TexPool & Logic for a total of \$785,617 investment interest earned fiscal year to date. The College earned an additional \$2 fiscal year to date, from interest-bearing checking accounts. In total, the College earned \$785,619 interest for the fiscal year to date period ending December TexPool - \$493,519, Logic - \$292,098 and TFB - \$2.

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

Investment Compliance Statement:

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

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

A handwritten signature in blue ink, appearing to read 'D. Wesse', positioned above a horizontal line.

David Wesse
Vice President of Fiscal Affairs
College of the Mainland

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

Trudy Trochesset
Controller
College of the Mainland



TexPool Investments for January 2025

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
Operating	11	\$ 24,002,565	\$ 19,850,000	\$ 1,500,000	140,262	42,492,826	38,844,186	4.333%
Moody	41	29,916	-	-	112	30,028	29,920	4.476%
Totals		\$ 24,032,481	\$ 19,850,000	\$ 1,500,000	\$ 140,373	\$ 42,522,854	\$ 38,874,106	

Note: For the above listed investments in TexPool, book value is equivalent to market value.
There was no accrued interest as of January 2025

Logic (Hilltop Securities) Investments for January 2025

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
COM Bond 2020	45	\$ 1,885,403	\$ -	\$ 344,203	6,358	1,547,557	1,648,902	4.539%
COM Pre Bond 2023	46	\$ 9,204,839	\$ 25,000,000	\$ 4,779,927	37,660	29,462,573	9,769,727	4.539%
Totals		\$ 11,090,242	\$ 25,000,000	\$ 5,124,130	\$ 44,018	\$ 31,010,130	\$ 11,418,630	
Totals		\$ 35,122,723	\$ 44,850,000	\$ 6,624,130	\$ 184,391	\$ 73,532,983	\$ 50,292,735	



January 2025- Revenue and Expense Summary

Unrestricted Fund (Unaudited)

Summary of Revenue

	<u>Current Actual</u>	<u>2024-25 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Operating revenue						
Tuition-credit	(6,639,679)	(6,212,056)	427,623	107%	(5,123,786)	(1,515,893)
Tuition-non-credit	(386,032)	(455,044)	(69,012)	85%	(368,231)	(17,801)
Exemptions and waivers	163,026	1,454,802	1,291,776	11%	1,410,891	(1,247,866)
Registration fees	(137,914)	(2,308,635)	(2,170,721)	6%	(2,295,849)	2,157,935
Other fees	294,350	(197,847)	(492,196)	-149%	(115,941)	410,291
Grant revenue	(39,989)	(145,552)	(105,563)	27%	(20,984)	(19,005)
Sales and service revenue	(14,666)	(55,066)	(40,400)	27%	(12,238)	(2,428)
Miscellaneous revenue	(215,026)	(528,567)	(313,542)	41%	(183,936)	(31,090)
TPEG transfer in/out	0	0	0	0%	0	0
<u>Totals for Operating revenue</u>	<u>(6,975,930)</u>	<u>(8,447,965)</u>	<u>(1,472,035)</u>	<u>83%</u>	<u>(6,710,073)</u>	<u>(265,857)</u>
Non-operating revenue						
State appropriation-Academic	(3,680,619)	(7,738,496)	(4,057,877)	48%	(3,869,248)	188,629
Property tax revenue	(17,204,840)	(26,525,693)	(9,320,853)	65%	(16,021,373)	(1,183,467)
Interest revenue	(492,930)	(1,404,824)	(911,895)	35%	(344,145)	(148,784)
FTZ reimbursement	0	(883,022)	(883,022)	0%	0	0
Renew & replace transfer out	0	0	0	0%	0	0
<u>Totals for Non-operating revenue</u>	<u>(21,378,389)</u>	<u>(36,552,035)</u>	<u>(15,173,646)</u>	<u>58%</u>	<u>(20,234,766)</u>	<u>(1,143,623)</u>
<u>Total Revenue</u>	<u>(28,354,319)</u>	<u>(45,000,000)</u>	<u>(16,645,681)</u>	<u>63%</u>	<u>(26,944,839)</u>	<u>(1,409,480)</u>



January 2025- Revenue and Expense Summary

Unrestricted Fund (Unaudited)

Summary of Expense

	<u>Current Actual</u>	<u>2024-25 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Salary and wages						
Faculty full-time	3,312,648	8,558,126	5,245,478	39%	3,207,436	105,212
Admin full-time	876,599	2,123,029	1,246,430	41%	739,092	137,507
Professional full-time	3,490,781	9,153,285	5,662,505	38%	3,371,720	119,061
Classified full-time	1,823,722	4,353,439	2,529,718	42%	1,691,531	132,191
Part-time	1,611,627	3,691,157	2,079,530	44%	1,304,528	307,099
Salary increase	0	1,176,795	1,176,795	0%	0	0
Vacancy savings	0	(1,808,239)	(1,808,239)	0%	0	0
<u>Totals for Salary and wages</u>	<u>11,115,377</u>	<u>27,247,594</u>	<u>16,132,217</u>	<u>41%</u>	<u>10,314,307</u>	<u>801,070</u>
Benefits						
Benefits	2,156,687	4,467,658	2,310,971	48%	1,977,911	178,776
<u>Totals for Benefits</u>	<u>2,156,687</u>	<u>4,467,658</u>	<u>2,310,971</u>	<u>48%</u>	<u>1,977,911</u>	<u>178,776</u>
Operating expenses						
Contract services	2,132,281	4,425,620	2,293,339	48%	2,192,738	(60,457)
Legal	1,755	4,345	2,590	40%	281	1,474
Operations	226,067	961,602	735,535	24%	185,242	40,825
Utilities and Rent	1,143,062	2,891,090	1,748,028	40%	966,451	176,611
Postage, printing, and supplies	456,024	1,442,441	986,417	32%	465,776	(9,752)
Bank fees	43,678	90,100	46,422	48%	58,927	(15,249)
Capital outlay & leases	55,308	153,013	97,705	36%	70,908	(15,600)
Insurance	62,342	2,850,837	2,788,495	2%	87,453	(25,111)
Public rel, marketing and advert	91,539	232,481	140,942	39%	50,088	41,451
Misc.	356,146	542,869	186,724	66%	321,851	34,295
Reimbursement from Others	0	(309,649)	(309,649)	0%	0	0
<u>Totals for Operating expenses</u>	<u>4,568,201</u>	<u>13,284,749</u>	<u>8,716,547</u>	<u>34%</u>	<u>4,399,715</u>	<u>168,486</u>



January 2025- Revenue and Expense Summary

Unrestricted Fund (Unaudited)

<u>Total Expense</u>	<u>17,840,265</u>	<u>45,000,000</u>	<u>27,159,735</u>	<u>40%</u>	<u>16,691,933</u>	<u>1,148,332</u>
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January 2025- Revenue and Expense Summary

Unrestricted Fund (Unaudited)

Summary of Fund Bal

	<u>Current Actual</u>	<u>2024-25 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>
Benefits						
Benefits	8,738	0	(8,738)	0%	899	7,839
<u>Totals for Benefits</u>	<u>8,738</u>	<u>0</u>	<u>(8,738)</u>	<u>0%</u>	<u>899</u>	<u>7,839</u>
Operating expenses						
Contract services	729,382	0	(729,382)	0%	579,642	149,740
Legal	0	0	0	0%	20,000	(20,000)
Operations	0	0	0	0%	6,945	(6,945)
Utilities and Rent	0	0	0	0%	1,150	(1,150)
Postage, printing, and supplies	51,665	0	(51,665)	0%	43,981	7,684
Capital outlay & leases	206,895	0	(206,895)	0%	137,243	69,652
Public rel, marketing and advert	60,573	0	(60,573)	0%	1,863	58,711
Misc.	415	0	(415)	0%	3,675	(3,260)
<u>Totals for Operating expenses</u>	<u>1,048,930</u>	<u>0</u>	<u>(1,048,930)</u>	<u>0%</u>	<u>794,498</u>	<u>254,432</u>
<u>Total Fund Bal</u>	<u>1,057,668</u>	<u>0</u>	<u>(1,057,668)</u>	<u>0%</u>	<u>795,397</u>	<u>262,271</u>



January 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2024-25 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
<u>Expense by Division</u>						
<u>Summary for President</u>						
Board of Trustees	2,250	19,700	17,450	11%	21	2,229
Campus Police	342,152	830,979	488,827	41%	298,237	43,914
EVP-Academic & Student	187,593	882,968	695,375	21%	0	187,593
Gen Institution	220,863	402,034	181,171	55%	206,811	14,052
Human Resources	26	0	(26)	0%	0	26
Information Technology Serv	1,373,902	2,466,944	1,093,043	56%	1,424,345	(50,443)
Internal Audit	63,586	150,000	86,414	42%	24,893	38,694
OPEAR	272,822	483,815	210,993	56%	212,609	60,214
Presidents Office	269,865	657,653	387,788	41%	345,420	(75,554)
Self Study SACS	10,581	12,137	1,556	87%	500	10,081
Staff Attorney	133,623	323,165	189,543	41%	128,989	4,633
Totals for President	<u>2,877,263</u>	<u>6,229,396</u>	<u>3,352,133</u>	<u>46%</u>	<u>2,641,824</u>	<u>235,439</u>
<u>Summary for VP Fiscal Affairs</u>						
Central Mail	54,594	128,645	74,051	42%	46,466	8,129
Custodial Services	540,823	1,490,615	949,793	36%	566,910	(26,087)
Facilities	1,201,075	5,344,373	4,143,297	22%	981,686	219,389
Financial Services	344,196	776,618	432,422	44%	399,895	(55,699)
Grounds	161,677	528,231	366,554	31%	225,262	(63,585)
Human Resources	384,682	790,945	406,264	49%	311,578	73,104
Purchasing	156,604	330,612	174,009	47%	147,432	9,172
Records Mgmt	4,309	20,952	16,643	21%	5,913	(1,604)
Reimbursement	0	(309,649)	(309,649)	0%	0	0
Salary Savings	0	(1,808,239)	(1,808,239)	0%	0	0
Staff Benefits	534,030	4,428,092	3,894,062	12%	529,088	4,942



January 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2024-25 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>
Tax Admin	110,201	440,000	329,799	25%	88,012	22,189
Utilities	378,531	1,180,000	801,469	32%	453,486	(74,955)
Vehicle Operations	40,876	109,253	68,377	37%	41,336	(460)
VP College & Fin Svcs	124,556	278,613	154,057	45%	111,889	12,667
<u>Totals for VP Fiscal Affairs</u>	<u>4,036,154</u>	<u>13,729,063</u>	<u>9,692,908</u>	<u>29%</u>	<u>3,908,953</u>	<u>127,202</u>
<u>Summary for VP Institutional Advancement</u>						
COM Foundation Dept	31,760	108,675	76,915	29%	36,376	(4,616)
Marketing and Communications	445,968	1,095,798	649,829	41%	302,498	143,470
VP Institutional Advancement	249,446	586,072	336,626	43%	290,093	(40,646)
<u>Totals for VP Institutional Advancement</u>	<u>727,175</u>	<u>1,790,545</u>	<u>1,063,370</u>	<u>41%</u>	<u>628,967</u>	<u>98,208</u>
<u>Summary for VP Instruction</u>						
Acad Succ Re/Wr	494,931	871,759	376,829	57%	449,869	45,061
Academic Planning	8,763	113,573	104,810	8%	82,337	(73,575)
Accting-Credit	45,306	66,086	20,780	69%	44,756	551
Adm-C.I.D.T.	35,729	70,388	34,659	51%	32,665	3,064
Adm-Cont Ed	233,961	415,987	182,026	56%	189,363	44,597
Adm-Ind Tech	0	8,000	8,000	0%	3,547	(3,547)
Adm-Instruct	25,780	51,892	26,112	50%	9,260	16,520
Adm-Math	27,549	3,709	(23,841)	743%	0	27,549
Adm-Perf & Vis Arts	30,478	59,472	28,994	51%	26,706	3,771
Adm-Pub Svc Ed	65,731	117,131	51,400	56%	45,056	20,674
Adm-Science	31,941	72,023	40,082	44%	30,326	1,615
Adm-Soc Sci	34,686	71,938	37,252	48%	34,225	460
Adult Education	49,860	154,616	104,756	32%	101,705	(51,845)
Allied Health Admin	3,549	9,248	5,698	38%	6,519	(2,970)
Allied Health CE	98,431	182,505	84,074	54%	14,408	84,023
Art	133,291	243,676	110,385	55%	116,036	17,255



January 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2024-25 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Art Gallery	11,062	6,315	(4,747)	175%	496	10,566
Biol & Nutrition	433,999	773,871	339,872	56%	381,620	52,379
C.I.S.	57,334	70,201	12,867	82%	47,367	9,968
CE-CAN Program	8,492	11,363	2,871	75%	7,570	922
CE-Dental	371	5,756	5,385	6%	0	371
Chemistry	92,376	149,909	57,533	62%	85,984	6,393
Child Develop	44,332	87,563	43,231	51%	42,612	1,720
Cmnty Theater	151,305	351,702	200,397	43%	149,328	1,977
Collegiate H.S.-CR	76,270	160,321	84,051	48%	72,465	3,806
Cosmetology	336,135	525,279	189,144	64%	330,179	5,956
Criminal Justice	706,391	1,593,849	887,458	44%	162,358	544,033
Culinary Arts	56,150	128,578	72,427	44%	34,473	21,677
Dean Cont Ed	95,023	200,726	105,703	47%	90,065	4,959
Dean Gen Ed	109,546	209,756	100,210	52%	95,401	14,145
Dean of Instruction-Workforce	86,442	211,709	125,267	41%	0	86,442
Dental Hygiene	130,119	397,292	267,173	33%	38,508	91,611
Distance Ed	200,144	406,467	206,323	49%	202,142	(1,998)
Drafting	0	0	0	0%	2,778	(2,778)
Dual Credit Dept	81,377	168,883	87,506	48%	77,794	3,583
Economics	46,087	75,338	29,250	61%	35,910	10,178
EMS-Credit	131,893	197,337	65,445	67%	100,157	31,736
Engineering	19,658	59,594	39,935	33%	15,798	3,860
Fire Tech	198,215	181,857	(16,358)	109%	155,112	43,104
Firearms Acad	7,437	40,150	32,713	19%	30,535	(23,098)
Foreign Lang	33,090	69,331	36,241	48%	31,316	1,774
Gen Bus-Credit	158,560	222,398	63,838	71%	140,709	17,851
Geology	39,593	81,947	42,354	48%	46,922	(7,329)
Government	204,371	303,873	99,501	67%	166,770	37,601



January 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2024-25 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>
Graphic Arts	78,740	76,920	(1,820)	102%	63,852	14,888
Health and PE Credit	71,803	134,398	62,595	53%	68,962	2,841
Health Info Mgmt	86,397	216,544	130,147	40%	103,505	(17,108)
Hist & Geog	176,053	301,509	125,456	58%	164,175	11,877
Humanities	95,843	140,308	44,465	68%	93,961	1,882
Instr Tech Department	130,360	254,312	123,952	51%	100,734	29,626
Instr Tech Lab Mgrs	0	0	0	0%	4,000	(4,000)
Law Enforcement	86,969	105,630	18,662	82%	74,519	12,450
Law Enforcemnt-NonCR	30,484	39,806	9,322	77%	32,832	(2,348)
LC Ctr Admin	46,949	108,150	61,201	43%	1,599	45,350
Library	393,779	754,346	360,566	52%	363,183	30,596
Massage Therapy	0	5,240	5,240	0%	250	(250)
Math	434,927	821,800	386,873	53%	387,840	47,088
Medical Assistant	42,557	96,103	53,546	44%	41,333	1,224
Music	82,964	253,214	170,249	33%	103,228	(20,263)
Networking	23,081	55,241	32,160	42%	46,056	(22,975)
Nursing Administration	196,131	560,927	364,796	35%	816,911	(620,780)
Nursing-AD	0	0	0	0%	132	(132)
Pharmacy Tech	46,313	87,708	41,395	53%	43,421	2,893
Philosophy	37,492	26,874	(10,618)	140%	27,547	9,945
Physics	48,270	80,610	32,340	60%	48,270	1
Process Tech	213,640	601,883	388,243	35%	220,909	(7,269)
Prof Develop Acad	0	0	0	0%	850	(850)
Program Development	50	0	(50)	0%	50,210	(50,160)
Psychology	206,740	327,050	120,310	63%	171,972	34,767
QEP	4,933	251	(4,682)	1963%	5,467	(534)
Radiography	104,296	192,185	87,889	54%	57,744	46,553
Safety-CR	38,359	102,253	63,894	38%	34,686	3,672



January 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2024-25 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>
Senior Adult Dept	116,779	174,346	57,567	67%	115,876	904
Social Science Non CR	21,509	26,254	4,745	82%	17,663	3,847
Sociology	38,944	69,609	30,665	56%	34,495	4,448
Speaking,Reading,Writing	247,698	579,290	331,592	43%	220,071	27,627
Theater Arts-Credit	62,961	124,626	61,665	51%	60,293	2,669
Thermal Tech-NonCR	40,906	15,627	(25,279)	262%	40,553	353
VP Instruction	120,406	2,849,436	2,729,030	4%	152,346	(31,939)
Welding-Cred	194,290	385,449	191,158	50%	211,905	(17,615)
<u>Totals for VP Instruction</u>	<u>8,356,383</u>	<u>18,771,264</u>	<u>10,414,881</u>	<u>45%</u>	<u>7,712,494</u>	<u>643,889</u>
<u>Summary for VP Student Services</u>						
Admissions	185,676	398,391	212,715	47%	178,138	7,539
Advise Center	300,657	706,819	406,162	43%	258,904	41,753
Career & Placement	33,320	120,113	86,794	28%	39,474	(6,155)
Dean of Student Services	123,249	272,552	149,302	45%	0	123,249
Enrollment Mgmt	21,639	41,020	19,381	53%	24,806	(3,168)
Facilities & Student Recreat	50,889	186,987	136,097	27%	33,203	17,687
Judicial Affairs	91,548	301,244	209,696	30%	90,642	906
Multicultural Department	12,227	32,500	20,273	38%	9,335	2,891
Recruitment	299,316	733,976	434,660	41%	310,577	(11,261)
Stu Financial Svcs	271,905	593,215	321,311	46%	248,183	23,722
Stu Organizations	90,945	262,810	171,865	35%	138,553	(47,608)
Student Graduation	30,265	87,700	57,435	35%	36,767	(6,502)
Svcs-Disab Students	21,527	44,038	22,511	49%	20,470	1,057
Testing	138,253	323,785	185,532	43%	128,600	9,653
Veteran Affairs	89,915	182,286	92,371	49%	85,594	4,321
VP Student Services	81,959	192,296	110,337	43%	196,448	(114,490)
<u>Totals for VP Student Services</u>	<u>1,843,290</u>	<u>4,479,733</u>	<u>2,636,443</u>	<u>41%</u>	<u>1,799,696</u>	<u>43,594</u>



January 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2024-25 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>
Totals for Expense	<u>17,840,265</u>	<u>45,000,000</u>	<u>27,159,735</u>	<u>40%</u>	<u>16,691,933</u>	<u>1,148,332</u>
Fund Bal by Division						
Summary for VP Fiscal Affairs						
Fund Balance - Institutional Support	321,831	0	(321,831)	0%	362,687	(40,856)
Fund Balance - Instruction	147,028	0	(147,028)	0%	120,564	26,465
Fund Balance - Oper & Maint	355,669	0	(355,669)	0%	98,690	256,980
Fund Balance - Student Services	233,140	0	(233,140)	0%	213,457	19,683
Totals for VP Fiscal Affairs	<u>1,057,668</u>	<u>0</u>	<u>(1,057,668)</u>	<u>0%</u>	<u>795,397</u>	<u>262,271</u>
Totals for Fund Bal	<u>1,057,668</u>	<u>0</u>	<u>(1,057,668)</u>	<u>0%</u>	<u>795,397</u>	<u>262,271</u>
Totals for Report	<u>18,897,933</u>	<u>45,000,000</u>	<u>26,102,067</u>		<u>17,487,330</u>	<u>1,410,603</u>



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Warren Nichols, President
Date: February 24, 2025
Subject: Resolution of Support for the Continued Investment in the Dynamic Community College Funding Model

Discussion and possible action on the Resolution supporting the continued investments in the outcomes-based funding model established by House Bill 8.

Presented for recommended approval to the Board of Trustees on February 24, 2025.

Proposed Motion:

“I move the Board of Trustees adopt the Resolution as presented.”

PURPOSE

This Resolution demonstrates College of the Mainland's support of the funding recommendations of the Texas Higher Education Coordinating Board under House Bill 8. These include:

1. Continued investment in the outcomes-based funding model established by House Bill 8.
2. Full funding for the supplemental appropriations request for the FY 2024-2025 biennium.
3. Formula funding recommendations for the FY 2026-2027 biennium as proposed by the Texas Higher Education Coordinating Board.
4. Amendments to the Performance Tier to include students who transfer to private or independent institutions of higher education in Texas.

ATTACHMENT

Resolution of Support for the Continued Investment in the Dynamic Community College Funding Model

College of the Mainland Resolution of Support

For Continued Investment in the Dynamic Community College Funding Model

Whereas, the State of Texas has demonstrated its commitment to student success and workforce development through the implementation of the outcomes-based funding model established by House Bill 8 during the 88th Legislature;

Whereas, this funding model represents a transformative approach to empowering community colleges to deliver measurable results in alignment with state workforce and educational goals;

Whereas, the funding model prioritizes student outcomes, including the attainment of credentials of value, dual credit opportunities, successful transfer to a four-year university, and support for economically disadvantaged students and adult learners;

Whereas, continued investment in this dynamic funding model will ensure Texas community colleges remain equipped to provide affordable, high-quality education that drives economic growth and mobility;

Whereas, Texas community colleges have requested support for formula funding recommendations made by the Texas Higher Education Coordinating Board for the FY 2026-2027 biennium, alongside a supplemental appropriations request for the current biennium to sustain progress and innovation;

Whereas, amendments to the state funding Performance Tier to include students transferring to private or independent institutions in Texas will strengthen student success pathways and acknowledge the key role these institutions play in the state's higher education and workforce development ecosystem;

THEREFORE, BE IT RESOLVED, the Board of Trustees of College of the Mainland officially declares its support for:

1. Continued investment in the outcomes-based funding model established by House Bill 8.
2. Full funding for the supplemental appropriations request for the FY 2024-2025 biennium.
3. Formula funding recommendations for the FY 2026-2027 biennium as proposed by the Texas Higher Education Coordinating Board.
4. Amendments to the Performance Tier to include students who transfer to private or independent institutions of higher education in Texas.

BE IT FURTHER RESOLVED that this Resolution be included in the permanent minutes of this Board.

ADOPTED THIS ____ day of _____, 2025, by the Board of Trustees of College of the Mainland.

Don Gartman
Chair, Board of Trustees
College of the Mainland

Attest: _____

Melissa Skipworth
Secretary, Board of Trustees
College of the Mainland



PRESIDENT'S OFFICE

Board Report

Presenter: Board Chair

A. Miscellaneous Updates



PRESIDENT'S OFFICE

President's Report

Presenter: Dr. Warren Nichols

A. Updates

1. Rank and Promotion

B. Reminders/Announcements

1. Board Meetings

a. March 2025 – Monday, March 31st

b. April 2025 – Monday, April 28th

c. May 2025 – Wednesday, May 28th

d. June 2025 – Monday, June 23rd

2. Black History Month Celebration, Tuesday, February 25, 2025,
12:30 p.m., COM Conference Center

3. 5th Annual Educate a Woman “Laughs for Lunch” Scholarship Luncheon,
Friday, March 7th, 11:30 a.m. – 1:00 p.m., COM Conference Center

4. Empowering Women in STEM Panel – Thursday, March 13th, 12:30 p.m. –
1:30 p.m., STEM 120

5. Women’s History Month Celebration – “Moving Forward Together! Women
Educating and Inspiring Generations” – Tuesday, March 25th, 12:30 p.m. –
1:30 p.m., COM Conference Center

6. GCIC Academic Symposium – Friday, March 28th, 9:00 a.m. – 2:30 p.m.,
Industrial Careers Building (ICB)

7. Mitchell Chuoke Jr. Plumbing Program Event, Friday, March 28th, 11:30
a.m. – 1:00 p.m., COM Doyle Family Administration Boardroom

8. Flock the Block – Free Community Event – Saturday, April 5th, 10:00 a.m. –
2:00 p.m., Parking Lot F

9. Dr. Warren Nichols’ Retirement Scholarship Gala – Saturday, April 26th, 5:00
p.m. – 9:00 p.m., Doyle Center

10. Groundbreaking Library Classroom Building (LCB) – Thursday, May 1st, 3:00
p.m. – 5:00 p.m.

C. Resignations and Retirement Report

D. Miscellaneous Updates



President's Updates Rank and Promotion

In recognition of service to our students, the college, and our mission, the following faculty have received a promotion in rank:

James Mubiru – Associate Professor of Biology

Deane Schneider – Associate Professor of Business



PRESIDENT'S OFFICE

Resignations & Retirements

Last Name	First Name	Position	Hire Date	Last Date of Work	Termination Reason
Glasscock	Daria	Administrative Assistant IV	02/05/2024	02/07/2025	Resignation
England	Stephanie	Enrollment Coach	05/01/2019	02/28/2025	Resignation
Walton	Bridget	Faculty – Humanities	08/22/2005	05/31/2025	Retirement



PRESIDENT'S OFFICE

Executive Session

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

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

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

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

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

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

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

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

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

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



PRESIDENT'S OFFICE

Possible Action on Agenda Items, Including Closed Session Matters

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