



Notice/Agenda of June Meeting

The Board of Trustees College of the Mainland

The June Meeting of the Board of Trustees of College of the Mainland will be held Monday, June 22, 2026, beginning at 1:30 PM in the

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

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

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

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

1. **Call to Order**
2. **Pledge of Allegiance, Texas Pledge & Moment of Silence**
3. **Roll Call & Determination of Quorum**
4. **Minutes**
 - A. Consideration of and Possible Action to Approve the Board Retreat Minutes of Friday, May 15, 2026
 - B. Consideration of and Possible Action to Approve the Full Board Minutes of Monday, May 18, 2026
5. **Comments from the Community**
 - A. Other Citizens
6. **Constituent Leader Activity Reports**
 - A. Faculty Senate - Mike Bell, President
 - B. Professional Council - Brad Denison, President
 - C. Classified Council - Alexandria Gibbons, President
7. **Consideration of and Possible Action to Approve Award of Contract 27-06 to Clear Channel for Out-of-Home Advertising Services and Related Production Services for a Total Amount Not-to-Exceed \$120,000 Including Contingency Funds from August 31, 2026-August 29, 2027**
8. **Policy**
 - A. Consideration of and Possible Action to Adopt the Proposed Revisions to COM Local Policies as Presented
 1. BGC (Local) - Administrative Organization: Councils and Faculty Senates

2. CS (Local) - Information Security
 3. FB (Local) - Admissions
9. **Financial Report(s)**
 - A. Consideration of and Possible Action to Accept the May 2026 Investment and Financial Reports
 - B. Consideration of and Possible Action to Accept the May 2026 Quarterly Investment Report
10. **Human Resources Items**
 - A. Appointment Nominations
 1. Consideration of and Possible Action to Approve the Appointment Nomination of Eric Potts to the Position of Faculty – Information Technology, CIS/Networking Department
 2. Consideration of and Possible Action to Approve the Appointment Nomination of Karee Carter to the Position of AAS Nursing Program Coordinator, Nursing Department
 3. Consideration of and Possible Action to Approve the Appointment Nomination of Jennifer Lopez to the Position of Instructional Designer I, Educational Technology Services Department
 4. Consideration of and Possible Action to Approve the Appointment Nomination of Jacqueline Ferris to the Position of Events Coordinator, Facility Services Department
 5. Consideration of and Possible Action to Approve the Appointment Nomination of Elida Gonzales to the Position of Payroll Specialist, Human Resources Department
 6. Consideration of and Possible Action to Approve the Appointment Nomination of Tyler Dull to the Position of Donor Relation Specialist, Foundation & Institutional Advancement Department
 7. Consideration of and Possible Action to Approve the Appointment Nomination of Fidencio Leija, Jr. to the Position of Development Coordinator, Foundation & Institutional Advancement Department
11. **Consideration of and Possible Acceptance of the Non-Contractual Positions Hiring Report as Written**
12. **Board Report**
13. **President's Report**
 - A. Updates
 1. Annual Report to the Community
 2. FY2027 Legislative Appropriation
 - B. Board Meetings
 - July 2026 - Monday, July 27, 2026
 - August 2026 - Monday, August 24, 2026
 - September 2026 - Monday, September 28, 2026
 - C. Resignations and Retirement Report
 - D. Miscellaneous Updates
14. **Adjournment to a Closed or Executive Session Pursuant to the Texas Government Code of the Open Meetings Act Section 551.074 - Personnel Matter**
 - A. Discussion of President's Annual Evaluation
 - B. Discussion of President's Contract
15. **Consideration of and Possible Action on any Items Discussed in Closed Session**

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

17. Adjourn

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on, Tuesday, June 16, 2026, 5:00 PM.



Leanne Downton
Board Liaison

Administration

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



PRESIDENT'S OFFICE

Call to Order

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



PRESIDENT'S OFFICE

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

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



College of the Mainland
Board of Trustees
2025-2026

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

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

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

Dr. Bill McGarvey,
Trustee
bmcgarvey@com.edu

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

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

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



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: June 22, 2026
Subject: Board Retreat Minutes

AGENDA ITEM DESCRIPTION

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

PURPOSE

To ensure accuracy of the monthly minutes.

BACKGROUND

Minutes are brought forward every month for approval.

FUNDING SOURCE

N/A

PROPOSED MOTION

“I move the Board of Trustees approve the Board Retreat Minutes of May 15, 2026.”

ATTACHMENT(S)

1. BOT Retreat Minutes of 5/15/26

College of the Mainland Board of Trustees
Retreat Minutes of Friday, May 15, 2026
9:30 a.m., Doyle Family Administration Building

Call to Order

Melissa Skipworth called the meeting to order at 9:30 a.m.

Roll Call & Determination of Quorum

Roll call indicated that all Trustees were present except Patti Hanssard.

Dr. Helen Brewer introduced Susan Moore-Fontenot, ACCT Facilitator, for the BOT Retreat. Ms. Moore-Fontenot outlined the objectives for the day.

2026-2027 College Goals & Performance Alignment

Dr. Brewer shared the 2024-2027 College goals and the expected outcomes and performance indicators for each goal.

Dr. Brewer shared that COM will be creating a food pantry for students as a part of Goal #4: Campus Safety & Wellness. Kyle Dickson stated that “Backpack Buddies” is a great program that allows students to take food home over the weekend.

Dr. Brewer shared the Annual Reports and Strategic Evaluation Calendar.

Mr. Dickson stated that the BOT previously received a weekly enrollment report beginning 4-5 weeks before classes started that included the number of students on the “drop for nonpayment” list, efforts being made to prevent students from being dropped, and external factors impacting enrollment numbers. Dr. Brewer stated that we would ensure the BOT receives these reports moving forward, beginning 6 weeks before the start of the semester.

Don Gartman recommended that administration invite community leaders on campus to tour the facilities and observe the quality of training equipment COM has to offer. Dr. Brewer shared that we often meet with leaders on campus but agreed that it is important to extend the invitation more consistently and intentionally.

Melissa Skipworth suggested inviting incoming elected officials to tour the campus.

Dr. Bill McGarvey suggested reaching out to the parents of at-risk kids to share the opportunities available at COM as many parents are unaware of college opportunities.

Wilma Clark Green stated that she does not feel that her community is represented at BOT meetings where they would learn about the many opportunities COM has to offer. Ms. Skipworth suggested that the BOT reach out to various organizations to engage with the college.

Dr. Kimberly Dodson shared information about the Teens and Police Services (TAPS) organization that improves relationships between at-risk kids in Harris County and law enforcement.

Dr. Brewer expressed a desire to strengthen community outreach and asked BOT members to attend presentations in their respective areas.

Ms. Skipworth expressed interest in collaborating with the BOT to identify ways to ensure all COM students feel included and connected to the college community.

Dr. Dodson suggested implementing exit interviews for graduating and transferring students to gather feedback on what went well, what challenges they faced, and any obstacles or suggestions for improvement.

Dr. Brewer shared that the Survey of Entering Student Engagement (SENSE) is given to new students within the first three weeks of class every semester to learn about their onboarding experience and make necessary adjustments.

Ms. Moore-Fontenot discussed developing BOT goals that align with COM's Strategic Plan and linking them to the President's performance evaluation. The full list of Key Performance Indicators from the Strategic Plan was also shared with the BOT.

Break at 10:48 a.m.

Reconvened at 11:09 a.m.

Board of Trustees Self-Evaluation Process

Ms. Skipworth gave background on past BOT committees and new committees she would like to develop.

- Finance Committee (current) – Members: Kyle Dickson, Don Gartman, Dr. Bill McGarvey
 - Members will remain and reassess the committee's purpose after all bonds have been sold to determine if it should continue.
- Bond Steering Committee (current) – Members: Don Gartman and Dr. Bill McGarvey
- Policy Committee (new) – Members: Wilma Clark Green, Dr. Kimberly Dodson, Patti Hanssard
 - Purpose will be to review legislative changes, review BOT Handbook, bylaws, etc. and recommend changes to the BOT for consensus. Committee will need a brief description.
- Presidential Evaluation Framework Committee (new) – Members: Melissa Skipworth, Dr. Bill McGarvey, Dr. Kimberly Dodson
- BOT Self-Evaluation Framework Committee (new) – Members: Wilma Clark Green, Don Gartman, Dr. Bill McGarvey

Ms. Skipworth would like to have the committee structure ready by the June BOT meeting.

It was recommended to have bond updates occur quarterly instead of monthly now that most of the buildings have been completed.

Ms. Moore-Fontenot shared BOT self-assessment best practices as well as the findings from the Self-Evaluation Survey.

Ms. Moore-Fontenot provided information on BOT expectations and best practices, clarifying the distinction between the Board's governance role and the President's management role.

Ms. Moore-Fontenot facilitated an exercise focused on the Board's expectations of the President and the President's needs from the Board.

Dr. Dodson expressed appreciation to Ms. Skipworth for providing clear guidance and direction on BOT meeting procedures and the handling of Executive Session.

Break at 12:31 p.m.

Reconvened at 12:50 p.m.

Annual Board Ethics Training

Upon reconvening, Christine Brasher, General Counsel & Chief Compliance Officer, provided the Board of Trustees with their annual ethics training.

Power outage occurred at 1:11 p.m. – recording stopped
Power returned at 1:33 p.m.

Presentation of the 2026-2027 Budget

Dr. David Wesse provided an overview of the draft 2026-2027 budget.

Dr. Wesse explained that the final property tax information will not be available until the end of July. Mr. Dickson raised concerns regarding real property values in the taxing district and the projected revenue included in the draft budget.

Funds were reallocated to support multiple requests, which are aligned with the Strategic Plan and student success initiatives.

COM has maintained a flat tuition rate for 15 years.

Due to the state of Texas changes to House Bill 8, COM will receive a reduction of \$336,512.50 in revenue this year.

The BOT recommended exploring a range of options for employee pay increases.

Dr. Brewer asked the BOT to contact her directly with questions about the budget.

Ms. Moore-Fontenot provided a recap of the retreat.

Actionable steps: confirm committee assignments; finish revising President's Evaluation and tie goals to evaluation; review draft budget and prepare to vote.

Kyle Dickson agreed to serve on the CCATT Legislative Committee and Dr. Kimberly Dodson agreed to serve on the CCATT Education Committee.

Adjournment at 2:40 p.m.



Kimberly D. Dodson, Ph.D.
Secretary, Board of Trustees



Melissa Skipworth
Chair, Board of Trustees



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: June 22, 2026
Subject: Full Board Minutes

AGENDA ITEM DESCRIPTION

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

PURPOSE

To ensure accuracy of the monthly minutes.

BACKGROUND

Minutes are brought forward every month for approval.

FUNDING SOURCE

N/A

PROPOSED MOTION

“I move the Board of Trustees approve the Full Board Minutes of May 18, 2026.”

ATTACHMENT(S)

1. Minutes of 5/18/26

College of the Mainland Board of Trustees
Minutes of Monday, May 18, 2026
1:30 p.m., Doyle Family Administration Building

Call to Order

Kyle Dickson called the meeting to order at 1:30 p.m.

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

Roll Call & Determination of Quorum

Roll call indicated that all Trustees were present except Melissa Skipworth and Patti Hanssard.

Minutes

Consideration of and Possible Action to Approve the Full Board Minutes of Monday, April 27, 2026

Dr. Bill McGarvey moved the Board of Trustees approve the Full Board Minutes of Monday, April 27, 2026. Wilma Clark Green seconded the motion; all voted in approval.

Comments from the Community

No comments

Constituent Leader Activity Reports

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

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

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

Program Spotlight – Associate of Science in Natural Science

This item was removed from the agenda.

Student Spotlight

This item was removed from the agenda.

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 the Increase to Contract 25-01 to Weaver and Tidwell for Reconciliation Services of Endowment Trust Funds as Outlined in the Attached Statement of Work in the Amount of \$20,000

Don Gartman moved the Board of Trustees approve the increase to contract 25-01 to Weaver and Tidwell for reconciliation services of endowment trust funds as outlined in the attached Statement of Work in the amount of \$20,000. Dr. Kimberly Dodson seconded the motion; all voted in approval.

Financial Report(s)

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

Dr. Bill McGarvey moved the Board of Trustees accept the April 2026 Investment and Financial Reports. Don Gartman seconded the motion; all voted in approval.

Human Resources Items

Appointment Nominations

Consideration of and Possible Action to Approve the Appointment Nomination of Leslie Peirsol to the Position of Radiologic Technology Clinical Coordinator/Faculty, Radiologic Technology Department

Dr. Bill McGarvey moved the Board of Trustees approve the appointment of Leslie Peirsol to the position of Radiologic Technology Clinical Coordinator/Faculty, Radiologic Technology Department. Dr. Kimberly Dodson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Kirsten Schafman to the Position of Faculty - History, Social and Behavioral Sciences Department

Dr. Kimberly Dodson moved the Board of Trustees approve the appointment of Kirsten Schafman to the position of Faculty-History, Social and Behavioral Sciences Department. Dr. Bill McGarvey seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Russell Zakes to the Position of STEM Success Coach, Tutoring Center

Wilma Clark Green moved the Board of Trustees approve the appointment of Russell Zakes to the position of STEM Success Coach, Tutoring Center. Dr. Kimberly Dodson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Agueda Jimenez to the Position of Marketing Specialist, Marketing & Public Affairs Department

Dr. Bill McGarvey moved the Board of Trustees approve the appointment of Agueda Jimenez to the position of Marketing Specialist, Marketing & Public Affairs Department. Dr. Kimberly Dodson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Diana Nores to the Position of Director of Continuing Education, Continuing Education Department

Wilma Clark Green moved the Board of Trustees approve the appointment of Diana Nores to the position of Director of Continuing Education, Continuing Education Department. Dr. Kimberly Dodson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Shundra Miles-Thomas to the Position of Assistant Controller, Financial Services Department

Don Gartman moved the Board of Trustees approve the appointment of Shundra Miles-Thomas to the position of Assistant Controller, Financial Services Department. Dr. Bill McGarvey seconded the motion; all voted in approval.

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

Dr. Bill McGarvey moved the Board of Trustees accept the Non-Contractual Positions Hiring Report as written. Dr. Kimberly Dodson seconded the motion; all voted in approval.

Board Report

Dr. McGarvey shared that he attended a Pickleball Tournament on Saturday hosted by Independence Village. COM's own Tige Cornelius and Rebecca Becker competed in the tournament and Tige's team won first place.

President's Report

Dr. Brewer announced that COM will offer summer camps on the main campus and at the League City site. The summer camps will be hosted by University of Houston-Downtown (UHD). COM will also offer a Health Careers Camp in the STEM building.

Dr. Brewer thanked the BOT for attending the retreat on Friday and appreciated the open dialogue and feedback.

Dr. Brewer acknowledged everyone from the Santa Fe community and surrounding communities as May 18th marked the 8th anniversary of the Santa Fe tragedy and asked that we keep them in their thoughts and prayers.

Updates

Reminders/Announcements

Board Meetings

June 2026 – Monday, June 22, 2026

July 2026 – Monday, July 27, 2026

August 2026 – Monday, August 24, 2026

Juneteenth Celebration – Thursday, June 18, 2026, 12:30 p.m., Conference Center

Resignations and Retirement Report – included in board packet.

Dr. Brewer reminded the BOT that Mary Dehart will be retiring at the end of June after many years of service at COM.

Miscellaneous

Adjournment at 2:09 p.m.



Kimberly D. Dodson, Ph.D.
Secretary, Board of Trustees



Kyle Dickson
Vice 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 – Mike Bell, President
- B. Professional Council – Brad Denison, President
- C. Classified Council – Alexandria Gibbons, President



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: June 11, 2026

Subject: Award of Contract 27-06: Outdoor Out-of-Home Advertising and Production Services
\$120,000.00

AGENDA ITEM DESCRIPTION

Approval of Contract 27-06 for out-of-home advertising services and related production services in a total amount not to exceed \$120,000.00 which includes contingency funds for possible vinyl changes during the contracted term of August 31, 2026- August 29, 2027.

PURPOSE

To provide additional bulletin boards in locations strategically positioned throughout COM's taxing district and service area.

BACKGROUND

Clear Channel currently provides bulletin board services to the college. We anticipate the need for additional bulletin boards to support enrollment priorities and increase public awareness of the College's educational opportunities per the following:

Advertising Services Contract Proposal #1260364-HOU	\$101,758.00
Production Services Contract Proposal #1260364P01-HOU	\$7,847.00
Contingency Funds	\$10,395.00
Total:	\$120,000.00

Clear Channel Outdoor is considered a sole-source provider for billboard advertising within COM's taxing district and service area due to its ownership and control of billboard inventory in strategic locations throughout the region.

FUNDING SOURCE

11-0-0000-5146-5600

PROPOSED MOTION

"I move the Board of Trustees approve award of Contract 27-06 to Clear Channel for out-of-home advertising services and related production services in a total amount not to exceed \$120,000.00 including contingency funds, from August 31, 2026 – August 29, 2027."

ATTACHMENT(S)

Clear Channel Outdoor Out-of-Home Advertising Services Contract
Clear Channel Outdoor Production Services Contract

ACCOUNT EXECUTIVE

Tara Van Staden
taravanstaden@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

12852 Westheimer Rd
Houston, TX 77077

ORDER #1260364-HOU

College of the Mainland - COM - RFR - 2025 -
09/01/2025 RFR - Aug 2026

ADVERTISER

College of the Mainland (#211747)
1200 Amburn Rd
Texas City, TX 77591

BILL TO

College of the Mainland (#211747)
1200 Amburn Rd
Texas City, TX 77591

HOUSTON

OOH SERVICES

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Digital Bulletin 1 slots	#HOU003851 - FM 646 NS 0.2mi E/O Hwy 3 F/E - 2 - 12' x 24'	8/31/2026	4-Week	\$1,230.00	13.0	\$15,990.00
RFR, Fixed	Premiere Panel	#HOU003597 - FM 2004 WS 156ft N/O Hwy 6 F/N - 2 - 12'3" x 24'6"	8/31/2026	4-Week	\$625.00	13.0	\$8,125.00
RFR, Fixed	Premiere Panel	#HOU003604 - Hwy 6 SS 0.2mi E/O Warpath F/E - 1 - 12'3" x 24'6"	8/31/2026	4-Week	\$521.00	13.0	\$6,773.00
Display, Fixed	Premiere Panel	#HOU003747 - FM 517 SS 550ft E/O Cedar F/W - 2 - 12'3" x 24'6"	8/31/2026	4-Week	\$650.00	13.0	\$8,450.00
Display, Fixed	Premiere Panel	#HOU003749 - FM 517 NS 60ft E/O Hill F/W - 1 - 12'3" x 24'6"	8/31/2026	4-Week	\$650.00	13.0	\$8,450.00
RFR, Fixed	Premiere Panel	#HOU004071 - Hwy 3 ES 300ft S/O FM 2004 F/N - 1 - 12'3" x 24'6"	8/31/2026	4-Week	\$1,041.00	13.0	\$13,533.00
RFR, Fixed	Premiere Panel	#HOU004093 - Palmer NS 325ft E/O 29th F/W - 1 - 12'3" x 24'6"	8/31/2026	4-Week	\$918.00	13.0	\$11,934.00
RFR, Fixed	Premiere Panel	#HOU004102 - Texas NS 425ft W/O Vauthier F/W - 1 - 12'3" x 24'6"	8/31/2026	4-Week	\$730.00	13.0	\$9,490.00
Display, Fixed	Premiere Panel	#HOU003596 - FM 1764 WS 375ft S/O Alls House F/N - 2 - 12'3" x 24'6"	9/7/2026	4-Week	\$650.00	12.75	\$8,287.50
Display, Fixed	Premiere Panel	#HOU003674 - Hwy 146 WS 0.32mi S/O FM 517 F/N - 4 - 12'3" x 24'6"	9/7/2026	4-Week	\$550.00	12.75	\$7,012.50

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Premiere Panel	#HOU008500 - Hwy 146 WS 0.32mi S/O FM 517 F/N - 3 - 12'3" x 24'6"	2/22/2027	4-Week	\$550.00	6.75	\$3,712.50

COMMENTS

* Advertiser has Right of First Refusal (RFR) to purchase each of these displays for the same duration, beginning immediately after the period shown. RFR expires on 06/01/2027. Renewal order number: 1299771-HOU

Production, shipping and install fees will be added to a separate production contract.

Contract Period is 8/31/26-8/29/27.

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY


Description	Cost
OOH Services	\$101,757.50
TOTAL	\$101,757.50

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Houston		12852 Westheimer Rd, Houston, TX, 77077		(281) 588-4200


TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:

- "Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
- "Campaign" shall mean the advertising services described in the Contract.
- "CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
- "Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
- "Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
- "Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
- "Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
- "Customer" shall mean the advertiser and any agency or buying service named in the Contract.
- "Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
- "Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
- "Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
- "Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
- "Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
- "Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
- "Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
- "Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

2. PAYMENT

- a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
- b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
- c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
- d. Payments made by credit card and virtual credit card may be subject to a surcharge.
- e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
- f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccbilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
- g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

- a. Customer represents and warrants to Clear Channel that:
 - (1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
 - (2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
 - (3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
 - (4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

- a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
- b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
- c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
- d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
- e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays within 5 business days of the contracted start.
- f. For non-digital Signs, illumination will only be provided if illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
- g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
- h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE

- a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
- b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

- a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
 - The US Foreign Corrupt Practices Act 1977; and
 - Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").
- b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

- a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.
h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

COLLEGE OF THE MAINLAND

CLEAR CHANNEL OUTDOOR, LLC

Signature

Signature

Name

Name

Date

Date

ACCOUNT EXECUTIVE

Tara Van Staden
taravanstaden@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

12852 Westheimer Rd
Houston, TX 77077

ORDER #1260364P01-HOU

College of the Mainland (RFR) 08/31/2026 PP

ADVERTISER

College of the Mainland (#211747)
1200 Amburn Rd
Texas City, TX 77591

BILL TO

College of the Mainland (#211747)
1200 Amburn Rd
Texas City, TX 77591

HOUSTON

PRODUCTION SERVICES

Description	Billable Date	Unit Qty	Unit Rate	Total Price
Houston: Production for second vinyl change	2/22/2027	9	\$353.00	\$3,177.00
Houston: Production for 1 premiere panel 8500 for 2/22/27 post	2/22/2027	1	\$353.00	\$353.00
Houston: Production for 1st creative change for 9 premiere panels	8/31/2026	9	\$353.00	\$3,177.00

OTHER SERVICE CHARGES

Product	Description	Billable Date	Total Price
Production Delivery	Shipping for 9 premiere panels	2/22/2027	\$540.00
Production Delivery	Shipping for 1 premiere panel for 8500	2/22/2027	\$60.00
Production Delivery	Shipping for 9 premiere panels	8/31/2026	\$540.00

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
Production Services	\$6,707.00
Other Services Charges	\$1,140.00
TOTAL	\$7,847.00

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Houston		12852 Westheimer Rd, Houston, TX, 77077		(281) 588-4200

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:

- "Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
- "Campaign" shall mean the advertising services described in the Contract.
- "CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
- "Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
- "Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
- "Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
- "Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
- "Customer" shall mean the advertiser and any agency or buying service named in the Contract.
- "Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
- "Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
- "Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
- "Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
- "Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
- "Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
- "Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
- "Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

2. PAYMENT

- a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
- b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
- c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
- d. Payments made by credit card and virtual credit card may be subject to a surcharge.
- e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
- f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccbilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
- g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

- a. Customer represents and warrants to Clear Channel that:
 - (1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
 - (2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
 - (3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
 - (4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

- a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
- b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
- c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
- d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
- e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays within 5 business days of the contracted start.
- f. For non-digital Signs, illumination will only be provided if illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
- g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
- h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE

- a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
- b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

- a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
 - The US Foreign Corrupt Practices Act 1977; and
 - Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").
- b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

- a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

- g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.
- h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.



TERMS AND CONDITIONS FOR PRODUCTION AND/OR CREATIVE DESIGN SERVICES

VERSION 398471 6/4/2026 12:32 PM CDT

These Terms and Conditions ("Terms") govern the provision of production and/or creative design services (the "Services") by Clear Channel Outdoor, LLC ("CCO") to you ("Customer"). If you are entering into these Terms on behalf of a company, you represent and warrant that you are an authorized signatory for your company, and all subsequent references to "you" shall mean the company on whose behalf you are agreeing to these Terms. Your use of the Services constitutes your acknowledgment that you have the legal authority to bind yourself to these Terms. You acknowledge and agree that you have read and are hereby bound by these Terms and agree to comply with all applicable laws, regulations and/or rules with regard to your use of the Services. These Terms are incorporated into the contract between CCO and Customer for Services (the "Contract").

1. Services, Content, Production and Delivery.

a. Services. CCO shall deliver the results of the production and/or creative design services (the "Deliverables") as set forth in the Contract. Customer shall deliver any Customer Content to CCO by such deadline as required by CCO. All Customer Content shall meet any formatting requirements or other technical specifications provided by CCO. CCO may require additional time for the delivery of Customer Content as required under the circumstances, or if the Customer Content does not conform to CCO's formatting requirements and technical specifications. If CCO is providing creative design services, CCO agrees to provide up to three (3) sets of revision at no cost to Customer. Any further creative work undertaken by CCO shall incur additional fees at CCO's then standard rates. "Customer Content" means all materials, information, artwork, images, displays, illustrations, reproductions, and similar information provided by Customer for use in the preparation of and/or incorporation in the Deliverables. "Production Services" refers to the services associated with printing the advertising creative on vinyl or other material. "Creative Design Services" refers to the services associated with creating and designing content and imagery for the advertising creative.

2. Customer's Obligations

For Services provided hereunder, Customer agrees to promptly: (a) provide clear instructions and Customer Content to CCO within the timeframe requested by CCO; (b) provide Customer Content in a format and resolution reasonably required by CCO; (c) provide finished and proofread Customer Content in a form suitable for reproduction or incorporation into the Deliverables; and (d) proofread Deliverables. At various stages throughout the Term of this Contract, CCO may ask Customer to confirm acceptance of any aspect of the Deliverables. Acceptance is important as it will be relied on by CCO in the course of fulfilling its obligations under this Contract. Any modification, change or update (collectively, "Modification") by Customer to any aspect of the Deliverables after Customer's acceptance may affect the Fees and result in the delay of completion of the final Deliverables. Any such Modification shall not relieve Customer from any obligations under any other Contract between Customer and CCO.

3. Fees; Invoicing

In consideration of Customer's receipt of the Services hereunder, Customer shall pay the applicable fees invoiced by CCO (the "Fees"). Customer shall pay any additional charges for changes to the Services or Deliverables requested by Customer which are outside the scope of Services. In the event of any such changes, CCO may extend or modify any delivery schedule or deadline noted on the Contract. CCO will invoice Customer on a monthly basis in arrears for the Fees which shall be due and payable 15 days from the receipt of invoice. Payments made more than 15 days after the due date will be subject to a past due charge of 1.5% per month (or the highest amount permitted by law, whichever is less). The Fees exclude applicable taxes for the Services performed by CCO in accordance with these Terms.

4. Intellectual Property Rights

All Services provided by CCO hereunder shall be for the exclusive use of Customer. Customer acknowledges and agrees that CCO Materials are a valuable asset to CCO and such materials are and shall remain the sole and exclusive property of CCO. Notwithstanding the foregoing, and subject to Customer's payment of all Fees for the Services, CCO grants Customer a non-exclusive, worldwide, royalty-free license to use any CCO Materials incorporated into the Deliverables solely for utilizing the Deliverables for their intended purpose. Except for the rights expressly granted herein, this Contract does not transfer from CCO to Customer any CCO Materials or other intellectual property of CCO, and all rights, titles and interests in and to the same shall remain solely with CCO. "CCO Materials" means any data, images, programming, computer code, proprietary software, methodologies, techniques, tools, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, improvements, and other materials made, conceived, licensed, or developed by CCO prior to the effective date of the Contract, or after the effective date of the Contract and outside the scope of the Contract.

Subject to full payment under this Contract, all intellectual property rights to any Deliverables (but expressly excluding rights to Third Party Materials and CCO Materials) developed by CCO pursuant to this Contract shall belong to Customer. OWNERSHIP TO THE DELIVERABLES IS VESTED WITH CUSTOMER ONLY WHEN FULL PAYMENT IS RECEIVED BY CCO. CCO IS THE OWNER OF ALL MATERIALS CREATED FOR CUSTOMER UNTIL FULL AND FINAL PAYMENT IS RECEIVED. Such Deliverables shall be deemed to be a "work made for hire." To the extent any such Deliverable is determined not to be "work made for hire," CCO hereby irrevocably and exclusively assigns, transfers and conveys to Customer all intellectual property rights, in and to any and all such Deliverables.

It is agreed by CCO and Customer that any Third-Party Materials must be approved and purchased or licensed by Customer. Customer shall assume responsibility for and ownership of all purchased Third-Party Materials. Any costs related to Third-Party Materials shall be deemed Fees under the Contract. After the Deliverables have been delivered to Customer, CCO will not be held liable or responsible for any unlawful use or alteration of Third-Party Materials by Customer. "Third-Party Materials" means proprietary third-party materials which are incorporated into the Deliverables, including without limitation stock photography and illustration.

5. Representations and Warranties; Disclaimer

a. Customer Representations and Warranties. Customer represents and warrants that: (i) Customer has full corporate power and authority to enter into this Contract and to carry out its obligations hereunder; and (ii) any Customer Content furnished by or on behalf of Customer to CCO for inclusion in the Deliverables are owned by Customer (or Customer has permission from the rightful owner to use such materials) and will not violate, infringe, or misappropriate any rights of any third party, and Customer will hold harmless, protect and defend CCO and its subcontractors from any suit or claim arising from the use of such materials.

b. CCO Representations and Warranties. CCO represents and warrants that: (i) it will perform the Services in a professional and workmanlike manner, and (ii) except for Third Party Materials and Customer Content, the Deliverables shall be the original work of CCO and, to the best of CCO's knowledge, the Deliverables do not infringe the rights of any party and will not violate the rights of third parties.

c. No Other Warranties. TO THE EXTENT PERMITTED BY LAW, CCO MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

6. Indemnification

a. By CCO. CCO shall defend, hold harmless and indemnify Customer, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "Customer Indemnitees") from and against any losses, damages, liabilities, claims, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "Damages") incurred by the Customer Indemnitees from any claim of a third party resulting from CCO's breach of any representation, warranty or covenant in this Contract.

b. By Customer. Customer shall defend, hold harmless and indemnify CCO, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "CCO Indemnitees") from and all Damages incurred by the CCO Indemnitees from any claim of a third party resulting from (i) Customer's breach of any representation, warranty or covenant in this Contract, (ii) CCO's use of Customer Content, and (iii) use by Customer of Third Party Materials or Deliverables beyond their intended and authorized use.

7. Limitation of Liability; Disclaimer

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY HEREUNDER EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THESE TERMS REGARDLESS OF WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term; Termination

a. Term. The Contract shall continue in effect until the completion of the Services.

b. Termination by CCO. The Contract may be terminated by CCO if: (i) Customer breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach, or (ii) any monies to be paid by Customer to CCO are past due by more than 30 days. Upon any termination under this section, CCO shall be compensated for the Services performed through the effective date of termination.

c. Termination by Customer. The Contract may be terminated by Customer if CCO breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach. Upon such termination, CCO shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a refund of any fees pre-paid for Services and Deliverables not provided prior to the effective date of termination.

9. Miscellaneous

a. Governing Law; Venue. It is agreed that the laws of the State of New York shall govern the construction and interpretation of these Terms and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to these Terms.

b. Subcontracting. Customer acknowledges and agrees that CCO may use contractors and consultants to perform the Services hereunder; provided, that CCO's use of a contractor or consultant shall not release CCO from any duty or liability to fulfill its obligations under these Terms.

c. Assignment. Customer may not assign or transfer the Contract without first obtaining the written consent of CCO.

d. Survival. The parties' rights and obligations under Sections 3, 4, 5, 6 and 7 shall survive termination or expiration of the Contract.

e. Entire Understanding. These Terms and the Contract contains the entire understanding between the parties relating to the Services and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and CCO.

f. Relationship. The relationship between Customer and CCO created by the Contract shall be one of independent contractors, and neither party shall be deemed an employee of the other for any purpose, nor shall anything contained herein be construed as constituting a partnership or joint venture between Customer and CCO.

g. Waiver. The failure of CCO or Customer to enforce any of the provisions of these Terms shall not be construed as a general relinquishment or waiver of that or any other provision. The invalidity or unenforceability of any portion of these Terms shall not affect the remaining provisions hereof.

h. Notices. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and CCO at the addresses listed in the Contract.

i. Force Majeure. If either party is unable to fulfill its obligations hereunder or unable to fulfill its obligations in a timely matter as a result of a Force Majeure Event (excluding the failure to make payments as required hereunder), such failure will not be treated as a breach of the Contract, provided that the party promptly informs the other party of the reason or reasons for such delay. The term "Force Majeure Event" shall mean an act of war or terrorism, a riot, civil disorder, or rebellion, a fire, flood, earthquake, pandemic, or similar act of God or a strike, lockout, similar labor dispute, or other factors or forces outside of the parties' reasonable control.

SIGNATURES

COLLEGE OF THE MAINLAND

CLEAR CHANNEL OUTDOOR, LLC

Signature

Signature

Name

Name

Date

Date



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: June 22, 2026
Subject: Recommendation to adopt revisions to COM Local Policies

AGENDA ITEM DESCRIPTION

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

Presented and recommended for approval to the Board of Trustees on June 22, 2026.

PURPOSE

To adopt TASB issued local policy updates.

BACKGROUND

Recent TASB policy updates include revisions to **BGC(LOCAL)** which clarify several items related Faculty Senate membership and requirements for posting notice of Faculty Senate meetings. **CS(LOCAL)** is revised to conform to newly adopted legislation eliminating certain information security assessment components for community colleges and **FB(LOCAL)** changes address the awarding of credits under the Academic Fresh Start Program.

FUNDING SOURCE

Not applicable

PROPOSED MOTION

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

ATTACHMENT(S)

1. BGC (Local) Draft/Final - *Administrative Organization: Councils and Faculty Senates*
2. CS (Local) Draft/Final – *Information Security*
3. FB (Local) Draft/Final - *Admissions*



JUNE 2026 POLICY UPDATE

POLICIES

BGC(LOCAL) *Administrative Organization: Councils And Faculty Senates*

This policy is updated to clarify a provision regarding the appointment of a faculty senate member from the academic unit and when the faculty senate must post notice of a meeting consistent with SB 37.

CS(LOCAL) *Information Security*

Revisions to this policy incorporate amendments to rules from DIR intended to implement HB 1500 which eliminated the information security components of assessments that were required for community colleges.

FB(LOCAL) *Admissions*

Modifications to this policy clarify that a college may not award credit for courses that are disregarded for admissions purposes under the Academic Fresh Start program.

REGULATIONS

FKC Regulation *Student Activities: Registered Student Organizations*

This new regulation outlines the procedures the College will follow to recognize and maintain student clubs.

College District faculty, staff, students, and administrators serve the College District and participate in governance through membership and involvement in College District-recognized academic, governance, and strategic planning committees and task forces.

Statement of Shared Governance at College of the Mainland

Shared governance in higher education refers to the structures and processes through which stakeholders have regular opportunities to include their voices in the discussion of important issues, policies, and major decisions. Shared governance at College of the Mainland encourages the good-faith commitment and engaged participation of stakeholder groups in a structured approach to initiating and considering issues that further the College District's mission and lead the College District toward achieving its strategic goals. [See BGC-A(REGULATION)]

Pursuant to state law, shared governance at College of the Mainland will not be construed to diminish the authority of the Board to make final decisions in the best interest of the institution, students, and taxpayers.

Faculty Senate

The faculty senate is the assembly of representatives of the full-time faculty at the College District. The faculty senate shall serve only in an advisory capacity.

Membership

Each academic unit of the College District shall be represented by two members. One member from the academic unit shall be appointed by the College President, and the remaining member shall be elected by a vote of the faculty of the member's respective academic unit, in accordance with procedures established by the College President or designee. [See BGC-B(REGULATION)]

Term Limits

Appointed Faculty Members

A member of the faculty senate appointed by the College President may serve up to six consecutive one-year terms and then may only be reappointed after the second anniversary of the last day of the member's most recent term.

Elected Faculty Members

An elected member of the faculty senate shall serve a two-year term, staggered in a manner that allows approximately one-half of the elected members to be elected each year, and may only be reelected after the second anniversary of the last day of the member's most recent term.

Removal

A member of the faculty senate may be immediately removed from the faculty senate for:

1. Violating applicable law, College District policy or regulations, or the faculty senate governing documents;
2. Failing to attend meetings; or

3. Engaging in other similar misconduct.

A member may be removed on recommendation of the vice president for academic affairs and approval by the College President.

Officers	The College President shall appoint a presiding officer from the members of the faculty senate to preside over faculty senate meetings and represent the faculty senate in communications with the College District administration. The College President shall also appoint an associate presiding officer and secretary from the membership.
Compensation	A faculty member shall not be compensated for service on the faculty senate.
Expense Reimbursement	A member of the faculty senate may be reimbursed for reasonable expenses made on behalf of the College District and approved by the College President or designee in accordance with administrative regulations.
Governing Documents	The faculty senate shall adopt a constitution, bylaws, or other governing documents consistent with law, this policy, and associated regulations, including the rules for establishing a quorum.
Faculty Senate Meetings	The College President shall develop regulations addressing faculty senate meeting procedures, in accordance with law.
Notice	<p>No more than <u>At least</u> seven days before a meeting, the faculty senate shall post on the College District's website:</p> <ol style="list-style-type: none">1. An agenda for the meeting indicating the items that will be discussed or subject to a vote; and2. Any curriculum proposals that will be discussed or voted on at the meeting.
Open Meetings	Meetings at which a quorum is present shall be open to the public.
Meeting Broadcast	The faculty senate shall broadcast a meeting online in accordance with law if more than 50 percent of the faculty senate members are in attendance.
Recording Attendance	The faculty senate shall record the names of members in attendance at a meeting in which the faculty senate conducts business related to a vote of no confidence regarding a College District administrator or policies related to curriculum and academic standards.
Communications	The faculty senate shall not issue any statement or publish a report using the College District's official seal, trademark, or resources

funded by the College District on any matter not directly related to the faculty senate's advisory duties.

Harmony with Law

Nothing in this policy or associated regulations may be construed to limit a faculty member from exercising the faculty member's right to freedom of association protected by the U.S. Constitution or Texas Constitution.

College District faculty, staff, students, and administrators serve the College District and participate in governance through membership and involvement in College District-recognized academic, governance, and strategic planning committees and task forces.

Statement of Shared Governance at College of the Mainland

Shared governance in higher education refers to the structures and processes through which stakeholders have regular opportunities to include their voices in the discussion of important issues, policies, and major decisions. Shared governance at College of the Mainland encourages the good-faith commitment and engaged participation of stakeholder groups in a structured approach to initiating and considering issues that further the College District's mission and lead the College District toward achieving its strategic goals. [See BGC-A(REGULATION)]

Pursuant to state law, shared governance at College of the Mainland will not be construed to diminish the authority of the Board to make final decisions in the best interest of the institution, students, and taxpayers.

Faculty Senate

The faculty senate is the assembly of representatives of the full-time faculty at the College District. The faculty senate shall serve only in an advisory capacity.

Membership

Each academic unit of the College District shall be represented by two members. One member from the academic unit shall be appointed by the College President, and the remaining member shall be elected by a vote of the faculty of the member's respective academic unit, in accordance with procedures established by the College President or designee. [See BGC-B(REGULATION)]

Term Limits

Appointed Faculty Members

A member of the faculty senate appointed by the College President may serve up to six consecutive one-year terms and then may only be reappointed after the second anniversary of the last day of the member's most recent term.

Elected Faculty Members

An elected member of the faculty senate shall serve a two-year term, staggered in a manner that allows approximately one-half of the elected members to be elected each year, and may only be reelected after the second anniversary of the last day of the member's most recent term.

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A member of the faculty senate may be immediately removed from the faculty senate for:

1. Violating applicable law, College District policy or regulations, or the faculty senate governing documents;
2. Failing to attend meetings; or

ADMINISTRATIVE ORGANIZATION
COUNCILS AND FACULTY SENATES

BGC
(LOCAL)

3. Engaging in other similar misconduct.

A member may be removed on recommendation of the vice president for academic affairs and approval by the College President.

Officers	The College President shall appoint a presiding officer from the members of the faculty senate to preside over faculty senate meetings and represent the faculty senate in communications with the College District administration. The College President shall also appoint an associate presiding officer and secretary from the membership.
Compensation	A faculty member shall not be compensated for service on the faculty senate.
Expense Reimbursement	A member of the faculty senate may be reimbursed for reasonable expenses made on behalf of the College District and approved by the College President or designee in accordance with administrative regulations.
Governing Documents	The faculty senate shall adopt a constitution, bylaws, or other governing documents consistent with law, this policy, and associated regulations, including the rules for establishing a quorum.
Faculty Senate Meetings	The College President shall develop regulations addressing faculty senate meeting procedures, in accordance with law.
<i>Notice</i>	At least seven days before a meeting, the faculty senate shall post on the College District's website: <ol style="list-style-type: none">1. An agenda for the meeting indicating the items that will be discussed or subject to a vote; and2. Any curriculum proposals that will be discussed or voted on at the meeting.
<i>Open Meetings</i>	Meetings at which a quorum is present shall be open to the public.
<i>Meeting Broadcast</i>	The faculty senate shall broadcast a meeting online in accordance with law if more than 50 percent of the faculty senate members are in attendance.
<i>Recording Attendance</i>	The faculty senate shall record the names of members in attendance at a meeting in which the faculty senate conducts business related to a vote of no confidence regarding a College District administrator or policies related to curriculum and academic standards.
Communications	The faculty senate shall not issue any statement or publish a report using the College District's official seal, trademark, or resources

funded by the College District on any matter not directly related to the faculty senate's advisory duties.

Harmony with Law

Nothing in this policy or associated regulations may be construed to limit a faculty member from exercising the faculty member's right to freedom of association protected by the U.S. Constitution or Texas Constitution.

The College President is responsible for the security of the College District's information resources. The College President or designee shall develop procedures for ensuring the College District's compliance with applicable law.

Information Security Officer

The College President or designee shall designate an information security officer (ISO) who is authorized to administer the information security requirements under law. The College President or designee must notify the Department of Information Resources (DIR) of the individual designated to serve as the ISO.

Information Security Program

The College President or designee shall annually review and approve an information security program designed in accordance with law by the ISO to address the security of the information and information resources owned, leased, or under the custodianship of the College District against unauthorized or accidental modification, destruction, or disclosure. The program shall include procedures for risk assessment and for information security awareness education for employees when hired and an ongoing program for all users.

The information security program must be submitted biennially for review by an individual designated by the College President and who is independent of the program to determine if the program complies with the mandatory security controls defined by DIR and any controls developed by the College District in accordance with law.

College District Website and Mobile Application Security

The College President or designee shall adopt procedures addressing the privacy and security of the College District's website and mobile applications and submit the procedures to DIR for review.

The procedures must require the developer of a website or application for the College District that processes confidential information to submit information regarding the preservation of the confidentiality of the information. The College District must subject the website or application to a vulnerability and penetration test before deployment.

Covered Social Media Applications

The College President or designee shall adopt procedures prohibiting the installation or use of a covered application, as defined by law, on a device owned or leased by the College District and requiring the removal of any covered applications from the device.

Exception

The procedures shall permit the installation and use of a covered application for purposes of law enforcement and the development and implementation of information security measures. The

procedures must address risk mitigation measures during the permitted use of the covered application and the documentation of those measures.

Reports

Effectiveness of Policies, Procedures, and Practices

The ISO shall report annually to the College President on the effectiveness of the College District's information security policies, procedures, and practices in accordance with law and administrative procedures.

Biennial Information Security Plan

The College District shall submit a biennial information security plan to DIR in accordance with law.

Information Security Assessment

~~In accordance with law, at least every two years, the College District shall submit the results of its information security assessment to DIR and, if requested, the office of the governor, lieutenant governor, and speaker of the house of representatives.~~

Security Incidents
By the College District

The College District shall assess the significance of a security incident and report it to DIR and law enforcement in accordance with law and, if applicable, DIR requirements.

Generally

Security Breach and Cybersecurity Incident Notification

Upon discovering or receiving notification of a breach of system security or a cybersecurity incident, as defined by law, the College District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law.

The College District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the College District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the College District's website.
4. Publication through broadcast media.

By Vendors and Third Parties

The College District shall include in any vendor or third-party contract the requirement that the vendor or third party report information security incidents to the College District in accordance with law and administrative procedures.

Commented [JN1]: @Brasher, Christine we have a regulation in correlation to this policy and it's about Information Security - Incident Response and Technology Disposal.

Please confirm if you would like to keep the regulation. If so we will need to reference it in the policy.

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College of the Mainland
084503

ADMISSIONS

FB
(LOCAL)

**Admissions
Generally**

The College District has an open admissions policy that ensures that all persons who can benefit from postsecondary education have an opportunity to enroll. The College District shall not discriminate on the basis of race, color, sex, national origin, religion, disability, age, or military status in admissions.

Admission to the College District does not guarantee admittance to a particular course or program of study. A student may be required to satisfy certain requirements before enrolling in particular courses of study.

The Board, in collaboration with the College President, shall develop procedures for student admissions, including any additional course admission requirements. The procedures shall be published in the College District catalog and other relevant College District publications.

**Academic Fresh
Start**

A resident of Texas may apply for admission and enroll as a student under the Academic Fresh Start program pursuant to the admissions procedures.

If an applicant elects to seek admission under the Academic Fresh Start program, the College District, in considering an applicant for admission, shall not consider academic course credits or grades earned by the applicant five or more years prior to the starting date of the semester in which the applicant seeks to enroll. The College District shall disregard ~~all course~~those credits ~~or grades earned during the five years prior to the student's enrollment and may not award any~~and grades and shall not award credit for those courses. [See EGA]

Commented [JN1]: @Brasher, Christine is this referencing EGA Regulation? If so I suggest adding in the word "Regulation" after "EGA".

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May 2026

Monthly Financial Report

Cash Situation

(in millions)

Gross cash balance at the end of month:	\$52.6
Less pending I&S liability:	\$2.9
Net unrestricted cash:	<hr/> \$49.7
Minimum required cash :	\$8.2
Excess cash above minimum:	\$41.5

Unaudited Operations

Year to Date *(in millions)*

Revenues

Budget:	\$47.5
Actual:	\$43.9

Expense

Budget:	\$47.5
Actual:	\$35.8



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: June 22, 2026
Subject: Monthly Investment & Financial Reports

AGENDA ITEM DESCRIPTION:

Consideration of and possible acceptance of the May 2026 Investment and Financial Reports.

PURPOSE:

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

BACKGROUND:

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

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

FUNDING SOURCE:

N/A

PROPOSED MOTION:

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

ATTACHMENT(S):

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



INVESTMENT REPORT
For the Month Ended May 2026

Investment discussion:

College of the Mainland earned \$235,840 for the month of May on its short-term investments in TexPool & Logic for a total of \$1,743,397 investment interest earned fiscal year to date. The College earned an additional \$1. fiscal year to date, from interest-bearing checking accounts. In total, the College earned \$1,743,398 interest for the fiscal year to date period ending May TexPool - \$1,153,192, Logic - \$590,206 and TFB - \$1.

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

Investment Compliance Statement:

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

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

A handwritten signature in blue ink that reads 'Belinda Aaron'.

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

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

Freda Davis
Controller
College of the Mainland



TexPool Investments for May 2026

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
Operating	11	54,461,032.41	-	2,000,000.00	166,629.80	52,627,662.21	54,154,577.23	3.692%
Totals		54,461,032.41	-	2,000,000.00	166,629.80	52,627,662.21	54,154,577.23	

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

Logic (Hilltop Securities) Investments for May 2026

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
COM Bond 2020	45	191,778.24	-	-	593.96	192,372.20	181,863.72	3.748%
COM Pre Bond 2023	46	27,972,715.30	-	8,646,767.66	68,616.66	19,394,564.30	21,552,999.71	3.748%
Totals		28,164,493.54	-	8,646,767.66	69,210.62	19,586,936.50	21,734,863.43	
Totals		82,625,525.95	-	10,646,767.66	235,840.42	72,214,598.71	75,889,440.66	



May 2026 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
<u>Summary for President</u>						
Board of Trustees	10,625	19,700	9,075	54%	5,531	5,094
Campus Police	876,165	905,807	29,642	97%	581,735	294,429
COM Foundation	52,145	103,377	51,233	50%	52,608	(464)
EVP-Academic & Student	33,404	4,678	(28,726)	714%	376,530	(343,126)
General Counsel	312,708	348,691	35,983	90%	235,599	77,109
General Institution	289,937	388,340	98,403	75%	413,185	(123,248)
Human Resources	0	0	0	0%	26	(26)
Information Technology Serv	2,037,794	2,623,718	585,924	78%	1,977,494	60,301
Institutional Advancement	367,612	540,988	173,376	68%	438,064	(70,453)
Internal Audit	173,285	150,000	(23,285)	116%	273,455	(100,170)
Presidents Office	471,582	766,888	295,306	61%	489,722	(18,140)
Self Study SACS	12,673	13,233	560	96%	10,581	2,092
<u>Totals for President</u>	<u>4,637,930</u>	<u>5,865,421</u>	<u>1,227,491</u>	<u>79%</u>	<u>4,854,530</u>	<u>(216,600)</u>
<u>Summary for VP Academic Affairs</u>						
Academic Planning & Innovation	0	113,573	113,573	0%	8,206	(8,206)
Accounting-Credit	106,167	111,494	5,327	95%	96,996	9,172
Adult Education	125,969	156,688	30,719	80%	83,202	42,767
Allied Health	7,894	9,601	1,707	82%	7,396	498



May 2026 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Art	255,128	302,780	47,652	84%	238,250	16,879
Art Gallery	24,996	6,068	(18,928)	412%	23,019	1,977
Biol & Nutrition	910,428	1,123,635	213,207	81%	802,357	108,071
C.I.D.T. Admin	62,904	77,599	14,696	81%	62,979	(76)
C.I.S.	90,555	103,265	12,710	88%	104,946	(14,390)
Chemistry	173,160	204,884	31,724	85%	167,736	5,424
Cosmetology	654,990	733,741	78,750	89%	636,184	18,807
CPR	2,561	73	(2,489)	3531%	343	2,218
Criminal Justice	1,174,207	1,849,018	674,811	64%	1,197,323	(23,116)
Culinary Arts	177,903	187,346	9,443	95%	105,135	72,768
Dean of General Education	176,793	222,968	46,175	79%	185,508	(8,715)
Dean of Instruction Workforce	180,061	224,744	44,683	80%	164,401	15,660
Dental Hygiene	445,016	421,694	(23,322)	106%	268,497	176,519
Distance Ed	273,366	413,849	140,483	66%	335,464	(62,098)
Economics	87,697	98,546	10,848	89%	85,587	2,110
Education	89,618	101,382	11,765	88%	83,169	6,449
EMS-Credit	480,729	484,972	4,243	99%	282,174	198,555
Engineering	62,991	84,317	21,326	75%	41,127	21,864
English	918,722	1,154,382	235,661	80%	927,815	(9,093)
Fire Tech	527,506	531,311	3,805	99%	402,042	125,463
Firearms Acad	16,972	40,150	23,178	42%	35,309	(18,336)
Foreign Lang	94,379	101,634	7,255	93%	59,049	35,330
General Business-Credit	330,740	355,986	25,246	93%	312,149	18,590
Geology	82,636	99,077	16,441	83%	76,204	6,432
Government	383,474	437,429	53,955	88%	360,352	23,122
Graphic Arts	151,108	200,949	49,841	75%	165,693	(14,585)
Health and PE Credit	137,175	163,426	26,252	84%	125,345	11,829
Health Info Mgmt	178,115	254,852	76,737	70%	165,920	12,196



May 2026 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current</u> <u>Actual</u>	<u>2025-26</u> <u>Budget</u>	<u>Budget</u> <u>Remaining</u>	<u>Budget</u> <u>Pct.YTD</u>	<u>Prior Year to</u> <u>Actual</u>	<u>Curr. vs Prior</u> <u>Year to Year</u>
Hist & Geog	366,374	441,997	75,624	83%	352,388	13,986
Humanities	46,293	21,307	(24,986)	217%	39,398	6,895
Humanities Admin	47,286	59,828	12,542	79%	50,102	(2,816)
industrial Technology Admin	0	8,000	8,000	0%	0	0
Instructional Technology	211,096	329,251	118,155	64%	248,305	(37,209)
Law Enforcement	147,876	228,639	80,763	65%	176,285	(28,409)
Library	636,347	804,343	167,996	79%	642,446	(6,099)
Math	820,991	1,078,041	257,050	76%	834,198	(13,208)
Math Admin	49,301	60,258	10,957	82%	48,750	551
Medical Assistant	93,992	116,869	22,878	80%	84,251	9,741
Music	160,839	333,563	172,724	48%	155,921	4,918
Networking	54,394	104,113	49,719	52%	53,157	1,237
Nursing Admin	336,482	584,439	247,957	58%	327,084	9,399
Nursing-VN	125	0	(125)	0%	0	125
Occupational Safety	68,788	109,483	40,695	63%	74,387	(5,599)
Perf & Visual Arts Admin	52,374	65,638	13,265	80%	54,940	(2,566)
Pharmacy Tech	87,530	107,108	19,578	82%	83,865	3,665
Philosophy	87,152	83,365	(3,787)	105%	73,505	13,647
Physics	104,318	119,658	15,340	87%	91,766	12,552
Process Technology	397,498	735,815	338,317	54%	368,260	29,239
Program Development	0	0	0	0%	50	(50)
Psychology	385,499	445,009	59,510	87%	347,394	38,106
Public Service Ed Admin	67,635	131,663	64,028	51%	113,887	(46,252)
QEP	4,253	190	(4,063)	2242%	7,059	(2,806)
Radiography	305,742	359,319	53,578	85%	209,272	96,470
Science Admin	55,425	76,600	21,175	72%	55,817	(392)
Social Science Admin	63,355	80,937	17,581	78%	61,811	1,544
Sociology	82,570	93,035	10,464	89%	72,684	9,886



May 2026 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Speech	207,672	215,799	8,127	96%	179,888	27,784
Student Theater	279,668	408,776	129,109	68%	274,278	5,390
Surgical Technician	207,192	95,587	(111,605)	217%	0	207,192
Theater Arts-Credit	131,978	209,749	77,771	63%	119,612	12,367
VP Academic Affairs	342,230	(102,665)	(444,895)	-333%	207,816	134,414
Welding	427,954	471,592	43,637	91%	365,695	62,259
<u>Totals for VP Academic Affairs</u>	<u>14,714,189</u>	<u>18,248,740</u>	<u>3,534,551</u>	<u>81%</u>	<u>13,384,145</u>	<u>1,330,044</u>
<u>Summary for VP Administrative Services</u>						
COM-League City	59,955	113,800	53,845	53%	82,160	(22,205)
Custodial Services	1,062,040	1,500,971	438,931	71%	1,118,230	(56,190)
Facilities	4,397,120	5,732,913	1,335,792	77%	4,339,641	57,480
Grounds	403,485	674,823	271,338	60%	325,338	78,147
Human Resources	569,046	800,355	231,309	71%	634,916	(65,871)
Utilities	881,119	1,280,000	398,881	69%	659,497	221,622
Vehicle Operations	92,378	114,683	22,305	81%	99,562	(7,184)
VP Administrative Services	131,483	158,296	26,813	83%	0	131,483
<u>Totals for VP Administrative Services</u>	<u>7,596,626</u>	<u>10,375,841</u>	<u>2,779,215</u>	<u>73%</u>	<u>7,259,343</u>	<u>337,282</u>
<u>Summary for VP Fiscal Affairs</u>						
Business Office	683,870	901,576	217,706	76%	625,868	58,002
Central Mail Delivery	99,506	136,831	37,325	73%	94,358	5,148
OPEAR	333,498	586,406	252,908	57%	411,898	(78,400)
Purchasing	289,658	351,574	61,917	82%	282,602	7,056
Records Management	6,366	20,952	14,586	30%	8,590	(2,225)
Reimb from Other Funds	0	(309,649)	(309,649)	0%	0	0
Salary Savings	0	(1,698,986)	(1,698,986)	0%	0	0
Staff Benefits	785,943	3,582,471	2,796,528	22%	958,292	(172,349)
Tax Admin	389,849	591,000	201,151	66%	350,823	39,026



May 2026 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
VP Fiscal Affairs	332,556	300,662	(31,894)	111%	225,560	106,996
Totals for VP Fiscal Affairs	<u>2,921,245</u>	<u>4,462,838</u>	<u>1,541,592</u>	<u>65%</u>	<u>2,957,990</u>	<u>(36,745)</u>
<u>Summary for VP Strategic Initiatives</u>						
Allied Health-NonCr	85,978	272,047	186,069	32%	185,849	(99,871)
Certified Nursing Assistant	8,804	11,292	2,487	78%	11,340	(2,535)
Continuing Education	196,589	490,901	294,507	40%	349,340	(152,946)
Dental Assistant-NonCr	879	5,759	4,880	15%	510	369
Industrial-NonCr	149,945	31,496	(118,449)	476%	83,927	66,018
Law Enforcemnt-NonCR	5,582	38,762	33,180	14%	54,275	(48,693)
Lifelong Learning	225,635	184,726	(40,910)	122%	214,462	11,173
Marketing and Communications	775,251	1,261,908	486,657	61%	756,016	19,235
Massage Therapy	0	5,240	5,240	0%	0	0
VP Strategic Initiatives	139,128	161,947	22,819	86%	0	139,128
Totals for VP Strategic Initiatives	<u>1,587,791</u>	<u>2,464,077</u>	<u>876,481</u>	<u>64%</u>	<u>1,655,720</u>	<u>(68,124)</u>
<u>Summary for VP Student Affairs</u>						
Admissions	339,644	414,497	74,852	82%	336,245	3,399
Advisement Center	673,027	757,128	84,100	89%	525,086	147,941
Career Services	64,856	95,891	31,035	68%	40,876	23,980
Collegiate H.S.-CR	132,000	162,826	30,826	81%	132,801	(801)
Dean of Continuing Education	174,532	216,063	41,530	81%	170,470	4,062
Dean of Student Services	78,466	178,195	99,729	44%	201,114	(122,648)
Dean of Students	214,220	266,171	51,951	80%	185,204	29,016
Disability Services	30,415	47,921	17,505	63%	38,215	(7,800)
Dual Credit Dept	80,227	170,428	90,201	47%	161,200	(80,972)
Enrollment Management	376,391	593,137	216,746	63%	508,438	(132,048)
Facilities & Student Recreat	69,606	179,173	109,567	39%	80,914	(11,307)
Financial Aid	595,686	661,083	65,397	90%	488,857	106,829



May 2026 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Multicultural Department	21,818	32,500	10,682	67%	25,131	(3,313)
Office of Veterans Success	131,808	192,013	60,205	69%	157,176	(25,368)
Recruitment	172,279	270,786	98,507	64%	0	172,279
Student Graduation	74,149	87,700	13,551	85%	52,353	21,796
Student Help Center	49,655	41,681	(7,974)	119%	47,245	2,410
Student Life	191,642	259,582	67,940	74%	164,105	27,537
Testing	241,575	379,690	138,114	64%	273,914	(32,338)
Tutoring Center	464,582	610,177	145,595	76%	451,073	13,509
VP Student Affairs	210,142	448,831	238,689	47%	163,263	46,879
<u>Totals for VP Student Affairs</u>	<u>4,386,722</u>	<u>6,065,472</u>	<u>1,678,750</u>	<u>72%</u>	<u>4,203,680</u>	<u>183,041</u>
<u>Totals for Expense</u>	<u>35,844,308</u>	<u>47,482,388</u>	<u>11,638,080</u>	<u>75%</u>	<u>34,315,408</u>	<u>1,528,899</u>

Fund Bal by Division

Summary for VP Fiscal Affairs

Fund Balance - Oper & Maint	706,416	0	(706,416)	0%	741,316	(34,900)
Fund Balance-Academic	109,499	0	(109,499)	0%	298,994	(189,495)
Fund Balance-Institutional	718,205	0	(718,205)	0%	440,613	277,592
Fund Balance-Instruction	303,971	17,612	(286,358)	1726%	305,325	(1,355)
Fund Balance-Student Services	16,150	0	(16,150)	0%	0	16,150
<u>Totals for VP Fiscal Affairs</u>	<u>1,854,241</u>	<u>17,612</u>	<u>(1,836,629)</u>	<u>10528%</u>	<u>1,786,249</u>	<u>67,992</u>
<u>Totals for Fund Bal</u>	<u>1,854,241</u>	<u>17,612</u>	<u>(1,836,629)</u>	<u>10528%</u>	<u>1,786,249</u>	<u>67,992</u>
<u>Totals for Report</u>	<u>37,698,744</u>	<u>47,500,000</u>	<u>9,801,256</u>		<u>36,101,657</u>	<u>1,597,087</u>

Unrestricted Fund (Unaudited)

Summary of Revenue

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Operating revenue						
Tuition-credit	(8,222,148)	(7,819,778)	402,370	105%	(7,758,201)	(463,948)
Tuition-non-credit	(624,328)	(601,700)	22,628	104%	(530,991)	(93,337)
Exemptions and waivers	237,163	172,570	(64,593)	137%	198,214	38,949
Registration fees	(157,011)	(162,700)	(5,690)	97%	(161,171)	4,161
Other fees	(189,397)	(209,500)	(20,103)	90%	(177,736)	(11,661)
Grant revenue	(116,881)	(96,700)	20,181	121%	(86,296)	(30,585)
Sales and service revenue	(37,103)	(59,000)	(21,897)	63%	(33,571)	(3,532)
Miscellaneous revenue	(221,182)	(275,500)	(54,318)	80%	(229,457)	8,275
<u>Totals for Operating revenue</u>	<u>(9,330,886)</u>	<u>(9,052,308)</u>	<u>278,578</u>	<u>103%</u>	<u>(8,779,208)</u>	<u>(551,678)</u>
Non-operating revenue						
State appropriation-Academic	(6,387,035)	(8,408,692)	(2,021,657)	76%	(6,071,417)	(315,618)
Property tax revenue	(26,799,860)	(26,891,000)	(91,140)	100%	(24,912,648)	(1,887,212)
Interest revenue	(1,153,192)	(1,520,000)	(366,808)	76%	(1,208,150)	54,957
FTZ reimbursement	0	(923,000)	(923,000)	0%	0	0
FAST - HB8	(189,363)	(705,000)	(515,637)	27%	428,896	(618,259)
<u>Totals for Non-operating revenue</u>	<u>(34,529,450)</u>	<u>(38,447,692)</u>	<u>(3,918,242)</u>	<u>90%</u>	<u>(31,763,318)</u>	<u>(2,766,132)</u>
<u>Total Revenue</u>	<u>(43,860,336)</u>	<u>(47,500,000)</u>	<u>(3,639,664)</u>	<u>92%</u>	<u>(40,542,526)</u>	<u>(3,317,809)</u>

Unrestricted Fund (Unaudited)

Summary of Expense	Current <u>Actual</u>	2025-26 <u>Budget</u>	Budget <u>Remaining</u>	Budget <u>Pct.YTD</u>	Prior Year to <u>Actual</u>	Curr. vs Prior <u>Year to Year</u>
Salary and wages						
Faculty full-time	6,046,705	9,176,548	3,129,844	66%	5,886,965	159,740
Admin full-time	1,765,008	2,182,578	417,569	81%	1,600,055	164,954
Professional full-time	6,066,007	9,674,044	3,608,037	63%	6,215,221	(149,214)
Classified full-time	3,340,705	4,677,872	1,337,166	71%	3,269,220	71,485
Part-time	4,542,208	3,634,039	(908,169)	125%	3,438,264	1,103,944
Salary increase	0	954,151	954,151	0%	0	0
Vacancy savings	0	(1,698,986)	(1,698,986)	0%	0	0
<u>Totals for Salary and wages</u>	<u>21,760,633</u>	<u>28,600,246</u>	<u>6,839,613</u>	<u>76%</u>	<u>20,409,725</u>	<u>1,350,909</u>
Benefits						
Benefits	3,377,242	4,730,762	1,353,520	71%	3,715,872	(338,630)
<u>Totals for Benefits</u>	<u>3,377,242</u>	<u>4,730,762</u>	<u>1,353,520</u>	<u>71%</u>	<u>3,715,872</u>	<u>(338,630)</u>
Operating expenses						
Contract services	3,945,300	5,024,777	1,079,477	79%	3,569,977	375,323
Legal	26,206	12,000	(14,206)	218%	31,534	(5,328)
Operations	591,571	1,018,296	426,725	58%	570,738	20,833
Utilities and Rent	1,814,505	2,971,186	1,156,681	61%	1,822,314	(7,809)
Postage, printing, and supplies	813,760	1,404,180	590,420	58%	842,555	(28,795)
Bank fees	140,546	96,100	(44,446)	146%	107,604	32,942
Capital outlay & leases	190,470	130,399	(60,071)	146%	96,261	94,209
Insurance	2,537,176	2,856,137	318,961	89%	2,512,928	24,248
Public rel, marketing and advert	237,449	445,677	208,228	53%	184,704	52,744
Misc.	409,468	502,276	92,808	82%	451,198	(41,730)
Reimbursement from Others	0	(309,649)	(309,649)	0%	0	0
<u>Totals for Operating expenses</u>	<u>10,706,451</u>	<u>14,151,380</u>	<u>3,444,929</u>	<u>76%</u>	<u>10,189,812</u>	<u>516,639</u>



May 2026 - Revenue and Expense Summary

Unrestricted Fund (Unaudited)

<u>Total Expense</u>	<u>35,844,326</u>	<u>47,482,388</u>	<u>11,638,062</u>	<u>75%</u>	<u>34,315,408</u>	<u>1,528,918</u>
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May 2026 - Revenue and Expense Summary

Unrestricted Fund (Unaudited)

Summary of Fund Bal

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Salary and wages						
Professional full-time	77,047	0	(77,047)	0%	0	77,047
Totals for Salary and wages	<u>77,047</u>	<u>0</u>	<u>(77,047)</u>	<u>0%</u>	<u>0</u>	<u>77,047</u>
Benefits						
Benefits	11,448	1,358	(10,090)	843%	8,738	2,710
Totals for Benefits	<u>11,448</u>	<u>1,358</u>	<u>(10,090)</u>	<u>843%</u>	<u>8,738</u>	<u>2,710</u>
Operating expenses						
Contract services	1,085,783	0	(1,085,783)	0%	1,278,477	(192,693)
Operations	0	0	0	0%	6,102	(6,102)
Postage, printing, and supplies	142,332	16,254	(126,078)	876%	125,171	17,162
Capital outlay & leases	531,630	0	(531,630)	0%	289,731	241,899
Public rel, marketing and advert	0	0	0	0%	75,717	(75,717)
Misc.	6,000	0	(6,000)	0%	2,314	3,686
Totals for Operating expenses	<u>1,765,746</u>	<u>16,254</u>	<u>(1,749,492)</u>	<u>10863%</u>	<u>1,777,511</u>	<u>(11,765)</u>
Total Fund Bal	<u>1,854,241</u>	<u>17,612</u>	<u>(1,836,629)</u>	<u>10528%</u>	<u>1,786,249</u>	<u>67,992</u>



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: June 22, 2026
Subject: May 2026 Quarterly Investment Report

AGENDA ITEM DESCRIPTION:

Consideration of and possible acceptance of the May 2026 Quarterly Investment Report.

PURPOSE

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

BACKGROUND

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

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

FUNDING SOURCE:

N/A

PROPOSED MOTION:

Suggested motion: "I move the Board of Trustees accept the May 2026 Investment Quarterly Report."

ATTACHMENTS

1. May 2026 Quarterly Investment Report



Quarterly Summary of Investments

Quarter Ending	COM Fund	Type	Beginning Book Balance	Beginning Market Value	Deposits	Withdrawals	Ending Book Balance	Ending Market Value
May 2026	11	TexPool-Operating	\$ 53,612,488.99	\$ 53,612,488.99	\$ 5,515,173.22	\$ 6,500,000.00	\$ 52,627,662.21	\$ 52,627,662.21
	41	TexPool-Moody	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	45	Logic - Bond 2020	\$ 190,571.30	\$ 190,571.30	\$ 1,785.59	\$ 102,450.00	\$ 89,906.89	\$ 89,906.89
	46	Logic- Pre Bond 2023	\$ 22,878,422.90	\$ 22,878,422.90	\$ 25,184,899.56	\$ 28,668,758.16	\$ 19,394,564.30	\$ 19,394,564.30
Total investments all funds for quarter:			<u>\$ 76,681,483.19</u>	<u>\$ 76,681,483.19</u>	<u>\$ 30,701,858.37</u>	<u>\$ 35,271,208.16</u>	<u>\$ 72,112,133.40</u>	<u>\$ 72,112,133.40</u>

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

Dr. Belinda Aaron
Interim Vice President of Fiscal Affairs

Freda Davis
Controller



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer
Date: June 22, 2026
Subject: Faculty – Information Technology (Replacement)

AGENDA ITEM DESCRIPTION

Presented for recommended approval to the Board of Trustees on June 22, 2026 and forwarded for recommended approval to Board of Trustees on the same date.

BACKGROUND

Responsible for providing instruction within the I.T./Networking program. Prepare, develop, revise curriculum and course work. Provide scheduled office hours for student consultation. Serve as the program coordinator for the I.T./Networking Program. Serve on College committees as needed and assigned. Participate in student orientated instructional and advisement activities as needed and assigned.

FUNDING SOURCE

Faculty – Information Technology - \$59,013 from budget 11-0-0000-1216-5100

PROPOSED MOTION

“I move the Board of Trustees approve the appointment of Eric Potts to the position of Faculty – Information Technology, CIS/Networking Department.”

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer
Date: June 22, 2026
Subject: AAS Nursing Program Coordinator (Replacement)

AGENDA ITEM DESCRIPTION

Presented for recommended approval to the Board of Trustees on June 22, 2026 and forwarded for recommended approval to Board of Trustees on the same date.

BACKGROUND

The Associate of Applied Science Degree in Nursing Program Coordinator is assigned a range of administrative/coordinating responsibilities to assist the nurse administrator in the fulfillment of the goals of the Associate of Applied Science Degree in Nursing Program and achieve the program's end-of-program student learning outcomes and program outcomes. (Supports ACEN Standard 1.7).

FUNDING SOURCE

AAS Nursing Program Coordinator - \$93,800 from budget 11-0-0000-1304-5100

PROPOSED MOTION

"I move the Board of Trustees approve the appointment of Karee Carter to the position of AAS Nursing Program Coordinator, Nursing Department."

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer
Date: June 22, 2026
Subject: Instructional Designer I (Replacement)

AGENDA ITEM DESCRIPTION

Presented for recommended approval to the Board of Trustees on June 22, 2026 and forwarded for recommended approval to Board of Trustees on the same date.

BACKGROUND

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

FUNDING SOURCE

Instructional Designer I - \$62,652 from budget 11-0-0000-1110-5140

PROPOSED MOTION

"I move the Board of Trustees approve the appointment of Jennifer Lopez to the position of Instructional Designer I, Educational Technology Services Department."

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer
Date: June 22, 2026
Subject: Events Coordinator (Replacement)

AGENDA ITEM DESCRIPTION

Presented for recommended approval to the Board of Trustees on June 22, 2026 and forwarded for recommended approval to Board of Trustees on the same date.

BACKGROUND

The Events Coordinator is a dynamic and highly organized professional responsible for coordinating and managing College events and facility usage activities. This role oversees all aspects of external space reservations and coordinates a variety of internal and special events, including those held at satellite locations. The ideal candidate will be a proactive communicator, meticulous planner, and strong collaborator who ensures events are executed professionally and efficiently while supporting the College's operational goals and institutional standards.

FUNDING SOURCE

Events Coordinator - \$65,699 from budget 11-0-0000-6101-5100

PROPOSED MOTION

"I move the Board of Trustees approve the appointment of Jacqueline Ferris to the position of Events Coordinator, Facility Services Department."

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer
Date: June 22, 2026
Subject: Payroll Specialist (Replacement)

AGENDA ITEM DESCRIPTION

Presented for recommended approval to the Board of Trustees on June 22, 2026 and forwarded for recommended approval to Board of Trustees on the same date.

BACKGROUND

Position performs a variety of accounting/payroll duties in order to ensure payrolls are processed accurately and timely while delivering professional customer service in the execution of these duties. Assist in the preparation of payroll, including related reports and deposits. Work under moderate supervision to ensure accurate and timely preparation of payroll records according to prescribed procedures and regulations.

FUNDING SOURCE

Payroll Specialist - \$59,726 from budget 11-0-0000-5113-5140

PROPOSED MOTION

"I move the Board of Trustees approve the appointment of Elida Gonzales to the position of Payroll Specialist, Human Resources Department."

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer
Date: June 22, 2026
Subject: Donor Relation Specialist (Replacement)

AGENDA ITEM DESCRIPTION

Presented for recommended approval to the Board of Trustees on June 22, 2026 and forwarded for recommended approval to Board of Trustees on the same date.

BACKGROUND

Provides operational and strategic support for donor stewardship, prospect research, and alumni engagement for the Foundation. Reports directly to the Executive Director of the COM Foundation & Institutional Advancement. Collaborates with the Events and Fundraising Planner, Development Coordinator, and Executive Administrative Assistant to ensure timely donor acknowledgment, meaningful engagement, and effective fundraising support.

FUNDING SOURCE

Donor Relation Specialist - \$49,905 from budget 11-0-0000-5142-5140

PROPOSED MOTION

"I move the Board of Trustees approve the appointment of Tyler Dull to the position of Donor Relation Specialist, Foundation & Institutional Advancement Department."

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer
Date: June 22, 2026
Subject: Development Coordinator (Replacement)

AGENDA ITEM DESCRIPTION

Presented for recommended approval to the Board of Trustees on June 22, 2026 and forwarded for recommended approval to Board of Trustees on the same date.

BACKGROUND

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

FUNDING SOURCE

Development Coordinator - \$65,699 from budget 11-0-0000-5142-5140

PROPOSED MOTION

"I move the Board of Trustees approve the appointment of Fidencio Leija, Jr. to the position of Development Coordinator, Foundation & Institutional Advancement Department."

ATTACHMENTS

1. Appointment Nomination



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: June 22, 2026
Subject: Non-Contractual Positions Hiring Report

AGENDA ITEM DESCRIPTION

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

PURPOSE

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

BACKGROUND

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

FUNDING SOURCE

Office Support Specialist – \$37,657 from budget code 11-0-0000-4119-5160
Administrative Assistant II - \$36,115 from budget code 11-0-0000-4137-5160

PROPOSED MOTION

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

ATTACHMENT(S)

Non-contractual Positions Hiring Report

	POSITION	DEPARTMENT	CLASS SUMMARY	POSITION STATUS	SELECTED CANDIDATE	SALARY	SALARY RANGE
1	Office Support Specialist	Student Success Center	Incumbent is responsible for providing administrative and office support for the Student Success Center.	Replacement for Juliana Arenas-Purvinis	Erin Hipp	\$37,657	\$36,437 - \$45,546 - \$54,656
2	Administrative Assistant II	Office of Veterans Success	Provides varied secretarial and office administrative assistance to the Student Services Division and associated professional staff in the Veteran Success Center.	Replacment for Elizabeth Kate Hansen	Amie Ambrose	\$36,115	\$33,125 - \$41,406 - \$49,687
3							
4							
5							
6							
7							
8							



Board Report

Presenter: Board Chair

A. Miscellaneous Updates



PRESIDENT'S OFFICE

President's Report

Presenter: Dr. Helen Brewer

- a. Updates
 1. Annual Report to the Community
 2. FY2027 Legislative Appropriation

- b. Reminders/Announcements
 1. Board Meetings
 - a. July 2026 – Monday, July 27, 2026
 - b. August 2026 – Monday, August 24, 2026
 - c. September 2026 – Monday, September 28, 2026

- c. Resignations and Retirement Report

- d. Miscellaneous Updates

REPORT TO THE COMMUNITY

STRONG BEGINNINGS TO A
FUTURE OF EXCELLENCE

June 2026

Board of Trustees Meeting
June 22, 2026

Dr. Helen Castellanos Brewer,
President



Together, we will
continue building
futures that last,
expanding opportunity
for every student and
delivering outcomes
that transform lives.



COM by the Numbers

Expanding opportunity and improving outcomes for students

5,498

Students enrolled

33%

Enrollment growth since Fall 2021

↑ 8% year-over year

1,040

Credentials awarded FY 2024-2025

35%

Students participate in early college pathways

\$215.8M

Economic impact

COM by the Numbers

Expanding opportunity and improving outcomes for students

85%

Graduates remain in region

3,045

Jobs supported

\$13.6M

Net financial position

\$6.20

Student ROI per \$1 invested



Student Success & Outcomes

Creating Affordable Pathways to College, Careers & Continued Education

75%

Employed after graduation

42%

Completion rate

27%

Transfer rate

61%

Retention rate



Academic & Transfer Pathways

Academic Opportunities:

41

Programs of
Study

39

Associate Degrees

36

Certificates &
Workforce
Credentials

2

Bachelor's
Degrees

Transfer Partnerships:



TEXAS WOMAN'S
UNIVERSITY™

Early College Pathways & Promise

Expanding Access and Opportunity

COM Continues removing barriers to higher education through early college opportunities, affordability initiatives and targeted scholarship support

DUAL CREDIT ADVANTAGE

1,922

Students in Early College pathways

19%

Growth since 2023

1,605

Dual Credit students

317

Collegiate High School students

886

FAST-supported students

COM PROMISE SCHOLARSHIP

619

Students supported

\$952,602

Invested since launch

\$258,050

Awarded during 2024-2025

36

Students earned credentials



Workforce & Academic Growth

Preparing Students for High-Demand Careers

COM continues expanding workforce and university pathways that support regional economic growth and employer demand.

- **35** Enrolled BAS Operations Management launching Fall 2026
 - RN-to-BSN enrollment **up 450%**
 - **127** Enrolled in BSN in 2025
 - **46** Enrolled Instrumentation & Electrical
- Surgical Technology
 - Culinary Arts
 - New Public Safety Careers Building opening soon – expanding training capacity for high-demand public safety careers

Economic Impact

COM strengthens the Gulf Coast economy.

COM serves as a major economic and workforce engine for the communities we serve.

- **\$215.8M** annual economic impact
- **3,045** jobs supported
- **1 in every 45** regional jobs connected to COM
- Student ROI: **\$6.20**
- Taxpayer ROI: **\$1.50**
- Social ROI: **\$8.20**





Strategic Plan Progress

Delivering on Strategic Priorities

Advancing the Goals of the 2024-2027 Strategic Plan

Student Success: enrollment and credential growth

- **33%** Enrollment growth since 2021
- **1,040** Credentials awarded – 8% increase
- Fall-to-Fall retention – **61%**

Employee Success: professional development and engagement

- Leadership development, professional development and employee engagement initiatives
 - **942** employees total
 - **615** faculty
 - **327** staff

Strategic Plan Progress

(Continued)

Delivering on Strategic Priorities

Advancing the Goals of the 2024-2027 Strategic Plan

Infrastructure: bond projects advancing

- \$250M bond program
- 4 of 6 Buildings Complete

Safety & Wellness:

- PSC building and security enhancements

Community Engagement: expanded partnerships and outreach

- Expanded school district, employer and university partnerships
- Community events growth



Building the Future of COM

Investing in Students, Facilities and Workforce Development

Strategic investments today are creating opportunities for future generations of students.

- \$250M bond program
 - **Completed:** Corporate Training Center, Public Safety Careers Building (Ribbon-cutting Fall 2026), Welding addition, Workforce Education
 - **In Progress:** Campus Services, Library & Learning Center





Community Engagement

Signature events include Flock the Block, Fiesta Comunidad, Navigation Day and Health Careers Camp



Philanthropic Support

Advancing Opportunity Through Philanthropy

- **\$5.38M** Public grants
- **\$1.04M** Private funds raised
- **\$723,870** Scholarships & aid awarded
- **648** Students supported

Financial Strength

Strong financial stewardship supports student success, institutional growth and long-term sustainability.

\$13.6M Net Position – \$9.2M Improvement

- **\$16.8M** Operating revenue – up 15%
- **\$73.2M** Operating expenses – up 13% reflecting strategic investments in instruction, student services and facilities
- **\$65.6M** Non-operating revenue – up 4%
- **\$48.9M** Ad Valorem tax revenue
- **\$12.2M** State appropriations





Looking Ahead

Positioning COM for Continued Success

Future Priorities:

- Launch BAS Operations Management
Fall 2026
- Open Public Safety Careers Building
Fall 2026
- Library & Learning Center
Expected 2027
- Expand Pathways and Enrollment Growth
- Strengthen Student Success Outcomes

Guiding the Mission and Future of COM

Together we are expanding opportunities, strengthening the workforce and creating lasting value for the students and communities we serve.



PRESIDENT'S OFFICE

Resignations & Retirements

Last Name	First Name	Position	Hire Date	Last Date of Work	Separation Reason
Wylie	Monica	Payroll Specialist	07/05/2017	06/01/2026	Resignation
Hardin	Alycia	Executive Administrative Assistant	08/14/2023	06/03/2026	Resignation
Selves	Sarrissa	EMS Program Coordinator/ Faculty	07/08/2024	08/31/2026	Resignation



PRESIDENT'S OFFICE

Executive Session

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

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

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

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

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

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

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

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

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

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



PRESIDENT'S OFFICE

Discussion of the President's Annual Evaluation



PRESIDENT'S OFFICE

Discussion of the President's Contract



PRESIDENT'S OFFICE

Possible Action on Agenda Items, Including Closed Session Matters

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



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Melissa Skipworth (Board Chairman)
Date: June 22, 2026
Subject: President's Employment Contract Amendment #1

Consideration and Possible Action to Approve Amendment #1 to Dr. Helen Brewer's Employment Contract.

MINUTE ORDER

Motion to be acted upon: "I move the Board of Trustees approve Amendment #1 to the President's employment contract effective July 1, 2026."

PURPOSE

The purpose of the proposed Amendment is to modify the term of the President's contract allowing for a rolling three-year contract.

BACKGROUND

COM entered into an employment contract with the President, Dr. Helen Brewer, effective July 1, 2025, and ending June 30, 2028. The parties agree to amend the contract to provide for a three-year contract that automatically extends for one (1) additional year on June 30 of each year thereafter, unless timely notice is given.

IMPLICATIONS

N/A

ATTACHMENTS

Employment Contract Amendment #1