



BOARD OF TRUSTEES

Regular Board Meeting

Thursday, December 10, 2020

2:00 p.m.

***Allene Strain Community Room
Of the
Doss Student Center***

**WEATHERFORD COLLEGE
BOARD OF TRUSTEES
December 10, 2020
2 p.m.**

AGENDA

A meeting of the Board of Trustees of Weatherford College will be held on Thursday December 10, 2020 beginning at 2 p.m. in the Allene Strain Community Room of the Doss Student Center, located at 225 College Park Drive, Weatherford, Texas, to consider and act on the posted agenda:

1. Call to Order, Invocation and Pledge of Allegiance
2. Public Comment for Individuals Not on the Agenda
3. President's Report:
 - a. Recognitions
 - b. Employee Notices
 - c. Policy BBD (Legal) – Board Members Orientation and Training Report
4. Consent Agenda and Financial Reports:
 - a. Approval of Minutes from the November 12, 2020 Board Meeting
 - b. Financial Reports Ending November 30, 2020
 - c. Quarterly Investment Report
 - d. Website Design & Content Management #RFP-04-21
 - e. Diagnostic Medical Ultrasound System #SB-04-21
 - f. Veterinary Equipment & Supplies SB#-03-21
 - g. Budget Amendment No. 1
 - h. Authorization of 60-month Lease with Novatech, Inc. for Copiers and Printers under DIR-CPO-4439 Appendix E Master Lease Agreement
5. Consideration and Possible Action: 2019-2020 Financial Audit
6. Consideration and Possible Action: GMP for Workforce and Emerging Technologies Building
7. Consideration and Possible Action: Order Authorizing the Issuance of Parker County Junior College District Consolidated Fund Revenue Bonds, Series 2020
8. Consideration and Possible Action: Approve Revised Weatherford College Mission Statement and 2021-2026 Strategic Goals
9. Reports:
 - a. Guided Pathways Update/Numbers with Heart/Quality Enhancement Plan (QEP)
 - b. Demand Study Update
10. Future Agenda Items or Meetings:
 - a. Approval of 2021-2022 Academic Calendar
 - b. Order of Election for Board of Trustees
 - c. Equities in Athletics Report

11. Announcements

12. Closed Session:

- a. Consult with College Attorney, in Accordance with Government Code 551.071
- b. Deliberate Real Property in Accordance with Government Code 551.072
- c. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, in Accordance with Government Code 551.074
- d. Board of Trustees Self-Assessment in Accordance with Government Code 551.074

13. Consideration and Possible Action: Real Property

14. Consideration and Possible Action: Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee

15. Adjourn



Public Comment for
Individuals
Not on Agenda



President's Report

- Recognitions
- Employee Notices
- Policy BBD (Legal) – Board
Members Orientation and Training
Report



**Weatherford College Board of Trustees
Consent Agenda**

DATE: December 10, 2020

AGENDA ITEM #4.a.

SUBJECT: Minutes from the November 12, 2020 Board Meetings

INFORMATION AND DISCUSSION: None

RECOMMENDATION: That the Board of Trustees reviews and approves the minutes as presented.

ATTACHMENTS: Minutes from the November 12, 2020 Board Meeting

SUBMITTED BY: Theresa Hutchison, Executive Assistant to the President

**WEATHERFORD COLLEGE
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
November 12, 2020**

The Weatherford College Board of Trustees met in regular session at 2:00 p.m., on Thursday, November 12, 2020 in the Allene Strain Community Room of the Doss Student Center. Chair Mac Smith, called the meeting to order. Other Trustees present were Dan Carney, Vice Chair Sue Coody, Dave Cowley, Dr. Trev Dixon, and Secretary Lela Morris. Dr. Robert Marlett and Judy McAnally were absent. Vice President Brent Baker gave the invocation and the Pledge of Allegiance was recited.

Call to Order,
Invocation and
Pledge of Allegiance

No one spoke for Public Comment.

Public Comment

President Tod Allen Farmer gave the following recognitions and employee notices:

President's Report

a. Recognitions –

- Congratulations to Weatherford College Foundation President Bob Glenn on recently being named winner of the Roger Grizzard Community Service Award at the 100th Weatherford Chamber of Commerce Banquet.
- WC freshman Chaeun Lee for advancing to the final round at the Charleston International Music Competition.
- Johnny Emmons and team for making the 2nd Annual Weatherford College Alumni Rodeo another great success.
- Chief Paul Stone and all who assisted with our COVID modified Safe Halloween event. Over 1,000 cars and countless children participated in the annual event.
- Vance Christie and team for safely hosting a scaled down version of our annual agricultural Leadership Development Event (LDE) in which FFA students from across much of the state participated.
- The creative and marketing team at WC for recently receiving several awards. The National Council for Marketing and Public Relations Region 4 which includes colleges from Arkansas, Colorado, New Mexico, Oklahoma, Texas, and Wyoming issued two gold, two silver, and one bronze award.

b. Employment Notices –

DMAC (Local) requires the College President to provide the names of contract employees that have resigned or retired since the last board meeting. In accordance with this policy, President Farmer reported the following:

- Donald Feare, Instructor/Coordinator, Law Enforcement Academy, resignation effective 12/31/2020.
- Sandra Hartnitt, Education Instructor, retirement effective 12/31/2020
- Don Jacobs, Behavioral Sciences Instructor, retirement effective 12/31/2020.

President Farmer thanked each one for their service and wished them the very best in future endeavors.

Consent Agenda

The minutes from the October 8, 2020 board meetings were presented.
Minutes are attached.

Minutes

The cash balance as of October 31, 2020 is \$37,103,004.64. This is an increase of \$2,122,841.45 from last year at October 31, 2019. The operating statement at October 31, 2020 indicates that total revenues collected are \$14,996,654 or 25.95% of budget. Total expenditures are \$11,521,129 or 19.94% of budget. Submitted by: Dr. Andra R. Cantrell, Executive Vice-President of Financial and Administrative Affairs. *Attached are the following: Cash Balance Reports and Operating Statements at October 31, 2020.*

Financial Reports

Under Education Code Section 51.0032, investments made by the College shall comply with the Public Funds Investment Act as per Texas Government Code Chapter 2256.005. The Public Funds Investment Act is reviewed by the state legislature on a biannual basis. Due to the fact that no action has been taken since 2019, no changes are necessary. However, the code requires that the Board of Trustees annually review the local investment policy and strategy. But at this time, there are no changes required. The recommendation for approval is that the Board of Trustees has reviewed and approves the investment policy and investment strategies set out in CAK Local and recommends no changes at this time. Submitted by: Dr. Andra R. Cantrell, Executive Vice-President of Financial and Administrative Affairs *Attached are the following: CAK Local Policy Appropriations and Revenue Sources-Investments.*

Annual Review of CAK
Local Policy
Appropriations and
Revenue Sources –
Investments

Under the Texas Education Code (TEC), Section 51.253(c), the institution's Chief Executive Officer is required to submit a data report at least once during each fall or spring semester to the institution's governing body and post on the institution's internet website a report concerning the reports received by employees under the TEC, Section 51.252 the type of incident described in the employee's report constitutes "sexual harassment," "sexual assault," "dating violence," or "stalking" as defined in the TEC, Section 51.251, and any disciplinary actions taken under TEC, Section 51.255. Submitted by: Dr. Andra

Chief Executive Office
Reporting Requirements
TEC§ 51.253(c)

R. Cantrell, Executive Vice-President of Financial and Administrative Affairs
Attached is the Chief Executive Office Summary Report.

Weatherford College currently has an existing Johnson Controls Metasys system at revisions 5.1. This system was originally installed back in the late 90's and has been added onto and undergone some software upgrades over time. As technology has advanced, the majority of the field and network controllers onsite have been rendered obsolete and are creating issues with being compliant with the College current security standards. While these controls still function they pose a risk to the Weatherford Campus from a control, reliability, and cyber security standpoint. Johnson Controls has prepared a solution to upgrade the existing Metasys system by replacing the existing failed server, which was completed in late October at a cost of \$44,052.00 and controls retrofit phase 1 to be completed by early summer 2021 at a cost of \$296,849.00 for a total cost of \$340,901.00. Funds have been allocated in the current 2020-2021 budget for purchase of these products and services. Phase 2 for completion of this upgrade will be requested in the 2021-2022 budget at an estimated cost of \$378,299.00. The recommendation was made that the Board of Trustees approve contract proposals to vendor as presented. Submitted by: Dr. Andra R. Cantrell, Executive Vice-President of Financial and Administrative Affairs *Attached are the following: TIPS Contract Proposals for Server Migration & Weatherford Campus Controls Retrofit Phase 1.*

TIPS Cooperative
Contract #18010101
Proposals on Server
Migration &
Weatherford Campus
Controls Retrofit
Phase 1

The current capitalization policy states that any asset over \$5,000 shall be classified as capital assets. In order to comply with the Texas Higher Education Coordinating Board Annual Financial Reporting Requirements, a statement needs to be added to the current capitalization policy stating that any major building repairs and maintenance of at least \$100,000 or that significantly extends the building's useful life shall also be capitalized. The recommendation was made that the Board of Trustees approves the revised Capitalization Policy to include any major building repairs and maintenance of at least \$100,000 or that significantly extends the building's useful life. Submitted by: Dr. Andra R. Cantrell, Executive Vice-President of Financial and Administrative Affairs *Attached is the Weatherford College Policy Manual, Section CDB (LOCAL), and Accounting Inventories.*

Revision of
Capitalization Policy

Ms. Coody made the motion to approve the Consent Agenda as presented.
Ms. Morris seconded and the motion carried unanimously.

Consent Agenda
771-1
Approved

Weatherford College utilizes the Texas Association of School Boards (TASB) Policy Service for legal and local policies contained in the Weatherford College Board Policy Manual. TASB provides ongoing updates for college

TASB Policy Update 39
771-2
Approved

districts to ensure that the Manual is current and reliable. The most recent update by TASB is #39. TASB updates legal policies in the Manual based on changes in state or federal laws. Board of Trustees action is not permitted on legal policies since they are mandated through state or federal law. However, it is recommended that the Board review updates to the legal policies. In addition, TASB recommends updates to “local” policies, which the Board of Trustees may approve as written, or amended, to ensure that the College’s local policies are consistent with recent changes in legislation and legal policies. Ms. Morris made the motion to approve TASB Policy Update 39 as presented. Dr. Dixon seconded and the motion carried unanimously.

Attachments: Update #39 Local Policy Comparison Packet.

The following reports were submitted to the Board:

Reports

- a. Weatherford College Foundation Annual Report submitted by Brent Baker, Vice President of Institutional Advancement
- b. Guided Pathways Update/Numbers with Heart submitted by Michael Endy, Vice President for Instruction and Student Affairs
- c. Demand Study Update submitted by Michael Endy, Vice President of Instruction and Student Affairs

President Farmer reviewed the following tentative future agenda items:

Future Agenda Items

- 2019-20 Financial Audit
- Budget Amendment

Vice President Brent Baker made the following announcements:

Announcements

- November 13 WC International Piano Competition Winner Virtual Concert Featuring pianist Anna Yukho (7:30 p.m.)
- November 14 Opera Performance, Alkek Fine Arts Center, 7:30 p.m.
- November 17 Piano Concert Featuring WC Student Chaeun Lee, Alkek Fine Arts Center, 7:30 p.m.
- November 19 WC Piano Student Recital, Alkek Fine Arts Center, 7:30 p.m.
- November 23- November 27 WC Closed for Thanksgiving Break
- December 4 Employee Awards Dinner, The Springs Event Center, 6:30 p.m.

The Board of Trustees entered into Closed Session at 2:20 p.m. to consult with the college attorney in accordance with Government Code 551.072, to deliberate personnel matters in accordance with Government Code 551.074 and to deliberate real property in accordance with Government Code 551.072.

Closed Session

The Board reconvened in Open Session at 3:12 p.m.

Open Session

Ms. Morris made the motion to approve the Guaranteed Maximum Price Amendment on package 2.1 in the amount of \$8,670,062 to fund the next phase of the Workforce and Emerging Technologies Building. Ms. Coody seconded and the motion carried unanimously.

Real Property
Proposal Agreement
GMP Amendment
Package 2.1
Workforce and
Emerging Technologies
Building
771-3
Approved

Ms. Coody made the motion to approve the sale of 34.774 acres of unimproved land in Aledo, Texas. Mr. Carney seconded and the motion carried unanimously.

Real Property
Sale of 34.774 acres in
Aledo, Texas
771-4
Approved

At 3:17 p.m. Ms. Coody made the motion to adjourn the meeting. Dr. Dixon seconded and the motion carried unanimously.

Motion to Adjourn
771-5
Approved

Mac Smith
Chair, Board of Trustees

Lela Morris
Secretary, Board of Trustees



**Weatherford College Board of Trustees
Consent Agenda**

DATE: December 10, 2020

AGENDA ITEM #4.b.

SUBJECT: Financial Reports Ending November 30, 2020

INFORMATION AND DISCUSSION: The cash balance as of November 30, 2020 is \$37,231,284.06. This is an increase of \$2,841,399.87 from last year at November 30, 2019. The operating statement at November 30, 2020 indicates that total revenues collected are \$20,864,651 or 36.10% of budget. Total expenditures are \$14,612,545 or 25.28% of budget.

ATTACHMENTS: Cash Balance Reports and Operating Statements at November 30, 2020.

SUBMITTED BY: Dr. Andra R. Cantrell, Executive Vice President for Financial & Administrative Affairs

**WEATHERFORD COLLEGE
CASH BALANCE REPORT
November 30, 2020**

<u>Unrestricted Funds</u>	Checking	Investments	Payroll & Petty Cash	Total
Beginning Balance	4,582,936.93	25,395,793.25	4,375.00	29,983,105.18
Deposits	4,192,437.29	8,326.51	-	4,200,763.80
Disbursements	(3,890,455.41)	-	-	(3,890,455.41)
Ending Balance	<u>4,884,918.81</u>	<u>25,404,119.76</u>	<u>4,375.00</u>	<u>30,293,413.57</u>

Unrestricted Funds:	Checking Acct	Investments	Acct Balance
Maintenance and Carter	4,884,918.81	25,404,119.76	30,289,038.57
Payroll	-	-	-
Petty cash	4,375.00	-	4,375.00
Sub-total	<u>4,889,293.81</u>	<u>25,404,119.76</u>	<u>30,293,413.57</u>
Restricted Funds:			
Scholarships & Loans	\$726,195.01	\$2,809,050.64	\$3,535,245.65
Schropshire Cap. Impr.	\$321,617.89	\$0.00	\$321,617.89
Debt Service	\$473,553.36	\$1,943,979.46	\$2,417,532.82
Interest & Sinking	\$38,474.13	\$0.00	\$38,474.13
Contingency Reserves	625,000.00	\$0.00	\$625,000.00
Sub-total	<u>2,184,840.39</u>	<u>4,753,030.10</u>	<u>6,937,870.49</u>
Grand Total	<u>7,074,134.20</u>	<u>30,157,149.86</u>	<u>37,231,284.06</u>

Recap of Investments

<u>Investments</u>	<u>Current Value 11/30/2020</u>	<u>Rate</u>
Prosperity Bank Money Market Account	30,157,149.86	1.40%
Total Investments	<u>30,157,149.86</u>	

**WEATHERFORD COLLEGE
STATEMENT OF REVENUES
November 30, 2020**

	2019-20 Budget			2020-2021 Budget			
	Amended Budget	Received 11/30/2019	% of Budget	Amended Budget	Received 11/30/2020	Balance	% of Budget
Operating Revenues							
Tuition							
In-District Resident	\$ 4,898,731	\$ 3,199,126	65.31%	\$ 4,642,393	\$ 2,787,984	\$ 1,854,409	60.05%
Out-of District Resident	\$ 5,413,798	\$ 3,925,416	72.51%	\$ 5,622,700	\$ 3,618,150	\$ 2,004,550	64.35%
Out-of District Resident - EC Granbury	\$ 537,263	\$ 342,448	63.74%	\$ 508,211	\$ 176,256	\$ 331,955	34.68%
Out-of District Resident - Wise County	\$ 1,680,167	\$ 1,227,111	73.04%	\$ 1,789,237	\$ 1,052,317	\$ 736,920	58.81%
Non-Resident	\$ 551,215	\$ 303,384	55.04%	\$ 430,958	\$ 505,186	\$ (74,228)	117.22%
Differential Tuition	\$ 683,400	\$ 427,444	62.55%	\$ 876,807	\$ 454,214	\$ 422,593	51.80%
State Funded Continuing Education	\$ 1,080,000	\$ 485,568	44.96%	\$ 1,039,600	\$ 267,156	\$ 772,444	25.70%
Non-State Funded Continuing Education	\$ 25,000	\$ 8,442	33.77%	\$ 27,800	\$ 14,785	\$ 13,015	53.18%
Total Tuition	\$ 14,869,574	\$ 9,918,938	66.71%	\$ 14,937,706	\$ 8,876,048	\$ 6,061,658	59.42%
Fees							
General Fee	\$ 489,254	\$ 550,287	112.47%	\$ 1,984,470	\$ 1,224,031	\$ 760,439	61.68%
Laboratory Fee	\$ 352,233	\$ 248,006	70.41%	\$ 323,874	\$ 209,842	\$ 114,032	64.79%
Total Fees	\$ 841,487	\$ 798,294	94.87%	\$ 2,308,344	\$ 1,433,873	\$ 874,471	62.12%
Allowances and Discounts							
Bad Debt Allowance	\$ (105,000)	\$ 156	-0.15%	\$ (55,000)	\$ -	\$ (55,000)	0.00%
Remissions and Exemptions	\$ (1,761,000)	\$ (906,170)	51.46%	\$ (1,663,999)	\$ (823,153)	\$ (840,846)	49.47%
Total Allowances and Discounts	\$ (1,866,000)	\$ (906,014)	48.55%	\$ (1,718,999)	\$ (823,153)	\$ (895,846)	47.89%
Additional Operating Revenues							
Federal Grants and Contracts (Operating)	\$ 1,273,447	\$ 244,654	19.21%	\$ 1,179,448	\$ 325,370	\$ 854,078	27.59%
State Grants and Contracts	\$ 10,487	\$ 5,546	52.88%	\$ 5,524	\$ -	\$ 5,524	0.00%
Non-Governmental Grants	\$ -	\$ -		\$ -	\$ -	\$ -	
Local Grants & Contracts	\$ 3,525,000	\$ 550,633	15.62%	\$ 3,518,100	\$ 461,762	\$ 3,056,338	13.13%
Sales & Services of Educational Activities	\$ 76,250	\$ 14,964	19.62%	\$ 105,000	\$ 9,702	\$ 95,298	9.24%
Investment income - Program Restricted	\$ 85,000	\$ 16,999	20.00%	\$ 48,750	\$ 6,138	\$ 42,612	12.59%
Other Operating Revenues	\$ 310,721	\$ 53,745	17.30%	\$ 315,000	\$ 55,849	\$ 259,151	17.73%
Total Additional Operating Revenues	\$ 5,280,905	\$ 886,541	16.79%	\$ 5,171,822	\$ 858,821	\$ 4,313,001	16.61%
Auxiliary Income							
Bookstore	\$ 191,227	\$ (30,702)	-16.06%	\$ 158,733	\$ 13,332	\$ 145,401	8.40%
Cafeteria	\$ 759,400	\$ 617,642	81.33%	\$ 781,500	\$ 599,840	\$ 181,660	76.76%
Dormitory	\$ 1,200,930	\$ 1,071,195	89.20%	\$ 1,113,340	\$ 1,029,939	\$ 83,401	92.51%
Intercollegiate Athletics	\$ -	\$ -		\$ -	\$ -	\$ -	#DIV/0!
Student Services	\$ 241,977	\$ 156,444	64.65%	\$ 235,000	\$ 121,410	\$ 113,590	51.66%
Carter Agricultural Center	\$ 61,750	\$ 11,297	18.29%	\$ 42,500	\$ 8,365	\$ 34,135	19.68%
Total Auxiliary Enterprises	\$ 2,455,284	\$ 1,825,876	74.37%	\$ 2,331,073	\$ 1,772,887	\$ 558,186	76.05%
Total Operating Revenues	\$ 21,581,250	\$ 12,523,634	58.03%	\$ 23,029,946	\$ 12,118,475	\$ 10,911,471	52.62%
Non-Operating Revenues							
State Appropriations							
Education and General State Support	\$ 9,059,678	\$ 3,024,936	33.39%	\$ 9,059,678	\$ 3,034,999	\$ 6,024,679	33.50%
State Group Insurance	\$ -	\$ 432,356		\$ -	\$ 432,356	\$ (432,356)	
State Retirement Matching	\$ -	\$ 120,772		\$ -	\$ 117,469	\$ (117,469)	
Professional Nursing Shortage Reduction	\$ 370,316	\$ 82,476	22.27%	\$ 155,452	\$ 29,070	\$ 126,382	18.70%
Total State Appropriations	\$ 9,429,994	\$ 3,660,539	38.82%	\$ 9,215,130	\$ 3,613,894	\$ 5,601,236	39.22%
Maintenance Ad Valorem Taxes-Parker County	\$ 15,435,232	\$ 1,021,324	6.62%	\$ 17,549,994	\$ 1,242,821	\$ 16,307,173	7.08%
Debt Service Ad Valorem Taxes	\$ 590,400	\$ 42,516	7.20%	\$ 594,200	\$ 47,408	\$ 546,792	7.98%
Federal Grants and Contracts (Non-Operating)	\$ 6,683,000	\$ 3,757,101	56.22%	\$ 6,707,000	\$ 2,695,539	\$ 4,011,461	40.19%
Gifts	\$ 27,000	\$ 338	1.25%	\$ 45,000	\$ 1,118,675	\$ (1,073,675)	2485.95%
Investment Income	\$ 476,000	\$ 65,710	13.80%	\$ 225,000	\$ 27,838	\$ 197,162	12.37%
Contributions in Aid of Construction	\$ -	\$ -		\$ -	\$ -	\$ -	#DIV/0!
Total Non-Operating Revenue	\$ 32,641,626	\$ 8,547,528	26.19%	\$ 34,336,324	\$ 8,746,175	\$ 25,590,149	25.47%
Budgeted Transfers	\$ 365,490	\$ -		\$ 425,612	\$ -	\$ 425,612	
TOTAL	\$ 54,588,366	\$ 21,071,162	38.60%	\$ 57,791,882	\$ 20,864,651	\$ 36,927,231	36.10%

**WEATHERFORD COLLEGE
STATEMENT OF EXPENDITURES
November 30, 2020**

	2019-20 Budget			2020-2021 Budget			% of Budget
	Amended Budget	Expended 11/30/2019	% of Budget	Amended Budget	Expended 11/30/2020	Balance	
Operating Expenses							
Unrestricted							
Instruction	\$ 15,920,999	\$ 4,259,436	26.75%	\$ 15,931,173	\$ 4,074,738	\$ 11,856,435	25.58%
Public Service	\$ 25,603	\$ 3,200	12.50%	\$ 14,860	\$ 2,888	\$ 11,972	19.43%
Academic Support	\$ 3,100,394	\$ 848,128	27.36%	\$ 4,202,898	\$ 1,034,557	\$ 3,168,341	24.62%
Student Services	\$ 2,356,897	\$ 597,835	25.37%	\$ 2,496,938	\$ 620,710	\$ 1,876,228	24.86%
Institutional Support	\$ 11,578,863	\$ 3,253,073	28.09%	\$ 12,537,534	\$ 2,178,507	\$ 10,359,027	17.38%
Operation & Maint. of Plant	\$ 5,326,349	\$ 1,062,850	19.95%	\$ 6,330,339	\$ 888,926	\$ 5,441,413	14.04%
Scholarships and Fellowships	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
Staff Benefits	\$ 632,500	\$ 157,656	24.93%	\$ 675,000	\$ 179,663	\$ 495,337	26.62%
Total Unrestricted Educational Activities	\$ 38,941,605	\$ 10,182,178	26.15%	\$ 42,188,742	\$ 8,979,990	\$ 33,208,752	21.29%
Restricted							
Instruction	\$ 438,256	\$ 105,587	24.09%	\$ 296,054	\$ 33,899	\$ 262,155	11.45%
Public Service	\$ -	\$ 4,213	-	\$ -	\$ -	\$ -	-
Academic Support	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
Student Services	\$ 868,290	\$ 202,774	23.35%	\$ 868,641	\$ 265,523	\$ 603,118	30.57%
Institutional Support	\$ 5,237	\$ -	0.00%	\$ 5,524	\$ -	\$ 5,524	0.00%
Operation & Maint. of Plant	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
Scholarships and Fellowships	\$ 8,614,526	\$ 5,152,256	59.81%	\$ 8,864,918	\$ 3,545,037	\$ 5,319,881	39.99%
Staff Benefits	\$ -	\$ 553,128	-	\$ -	\$ 549,825	\$ (549,825)	-
Total Restricted Educational Activities	\$ 9,926,309	\$ 6,017,957	60.63%	\$ 10,035,137	\$ 4,394,283	\$ 5,640,854	43.79%
Total Educational Activities	\$ 48,867,914	\$ 16,200,135	33.15%	\$ 52,223,879	\$ 13,374,273	\$ 38,849,606	25.61%
Auxiliary Enterprises	\$ 2,885,075	\$ 724,506	25.11%	\$ 3,187,977	\$ 605,881	\$ 2,582,096	19.01%
Depreciation Expense - Buildings and and Land Improvements	\$ -	\$ 295,848	-	\$ -	\$ 291,895	\$ (291,895)	-
Depreciation Expense - Furniture, Machinery, Vehicles, and Other Equipment	\$ -	\$ 159,966	-	\$ -	\$ 165,171	\$ (165,171)	-
Total Operating Expenses	\$ 51,752,989	\$ 17,380,455	33.58%	\$ 55,411,856	\$ 14,437,220	\$ 40,974,636	26.05%
Non-Operating Expenses							
Expenses on Capital Related Debt	\$ 416,848	\$ (8,605)	-2.06%	\$ 380,364	\$ 4,919	\$ 375,445	1.29%
Gain/Loss on Disposal of Fixed Assets	\$ (10,000)	\$ -	-	\$ (10,000)	\$ (12,670)	\$ 2,670	-
Other non-operating expense	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
Other Uses of Cash							
Principal on Capital Related Debt	\$ 1,403,560	\$ 114,239	8.14%	\$ 1,349,349	\$ 120,559	\$ 1,228,790	8.93%
Capital Outlay (Non-Construction)	\$ 1,008,673	\$ 467,594	46.36%	\$ 660,313	\$ 62,516	\$ 597,797	9.47%
TOTAL	\$ 54,572,070	\$ 17,953,684	32.90%	\$ 57,791,882	\$ 14,612,545	\$ 43,179,337	25.28%



Weatherford College Board of Trustees

DATE: December 10, 2020

AGENDA ITEM #4.c.

SUBJECT: Quarterly Investment Report

INFORMATION AND DISCUSSION: As required by Government Code 2256.005, the investment officer shall prepare and submit to the Board a written report of investment transactions for all funds covered by the Public Funds Investment Act. This report is submitted to the Board on a quarterly basis, within a reasonable time after the end of the period. Attached you will find a Report of Investments for the period ending November 30, 2020.

RECOMMENDATION: That the Board of Trustees approve the Report of Investments at November 30, 2020.

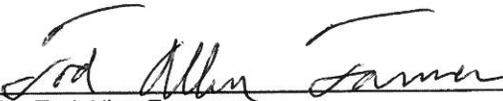
ATTACHMENTS: Report of Investments at November 30, 2020.

SUBMITTED BY: Dr. Andra R. Cantrell, Executive Vice President for Financial & Administrative Affairs

**WEATHERFORD COLLEGE
REPORT OF INVESTMENTS
November 30, 2020**

	<u>Money Market</u>	<u>CD's</u>	<u>Total</u>
Unrestricted	\$ 23,993,127.75	\$ -	\$ 23,993,127.75
Restricted	2,809,050.64	-	2,809,050.64
Carter Endowment	1,410,992.01	-	1,410,992.01
Plant Retirement Indebtedness	1,943,979.46	-	1,943,979.46
	<u>30,157,149.86</u>	<u>-</u>	<u>30,157,149.86</u>

The investment of Weatherford College's funds as described above is in compliance with the investment policy and strategy of Weatherford College.



 Dr. Tod Allen Farmer
 President



 Dr. Andra R. Cantrell
 Executive V.P. for Financial and Administrative Affairs

**WEATHERFORD COLLEGE
REPORT OF INVESTMENTS
November 30, 2020**

Investment	Number	Closing Balance August 31, 2020	Closing Balance November 30, 2020	Changes in Current Value	Opening Date	Maturity Date	Interest Rate
Money Market Accounts							
Prosperity Bank							
Unrestricted	218082740	25,966,653.04	23,993,127.75	(1,973,525.29)	09/25/18		1.40%
Total Unrestricted		\$ 25,966,653.04	\$ 23,993,127.75	\$ (1,973,525.29)			
Restricted	218082740	2,806,123.21	2,809,050.64	2,927.43	09/25/18		1.40%
Total Restricted		\$ 2,806,123.21	\$ 2,809,050.64	\$ 2,927.43			
Carter Endowment	218082740	1,410,992.01	1,410,992.01	0.00	09/25/18		1.40%
Total Carter Endowment		\$ 1,410,992.01	\$ 1,410,992.01	\$ -			
Plant Retirement Indebtedness	218082740	1,941,953.55	1,943,979.46	2,025.91			
Total Plant Retirement Indebtedness		\$ 1,941,953.55	\$ 1,943,979.46	\$ 2,025.91			
Total All Money Market Accounts		\$ 32,125,721.81	\$ 30,157,149.86	\$ (1,968,571.95)			
Certificates of Deposit							
Prosperity Bank							
Unrestricted	203000085	-	-	0.00	09/28/18	03/27/20	2.00%
Total Unrestricted		\$ -	\$ -	\$ -			
Restricted	203000085	-	-	0.00	09/28/18	03/27/20	2.00%
Total Restricted		\$ -	\$ -	\$ -			
Carter Endowment	203000085	-	-	0.00	09/28/18	03/27/20	2.00%
Total Carter Endowment		\$ -	\$ -	\$ -			
Plant Retirement Indebtedness	203000085	-	-	0.00	09/28/18	03/27/20	2.00%
Total Plant Retirement Indebtedness		\$ -	\$ -	\$ -			
Total All Certificates of Deposit		\$ -	\$ -	\$ -	09/28/18	03/27/20	2.00%
TOTAL INVESTMENTS		\$ 32,125,721.81	\$ 30,157,149.86	\$ (1,968,571.95)			



**Weatherford College Board of Trustees
Consent Agenda**

DATE: December 10, 2020

AGENDA ITEM #4.d.

SUBJECT: Request for Proposal for Website Design and Content Management System
#RFP-04-21

INFORMATION AND DISCUSSION: The Weatherford College web site is our college's "front door" for potential students and the community. Our current web site vendor, Mighty Citizen, chose to not submit a proposal for our web site project. A total of two (2) vendors submitted competitive sealed proposals for the requested Website Design and Content Management System. Omnia Update has provided a proposal that meets our specifications and offers the best value on services requested. A proposal was also received from The Old State, which didn't provide the best value on any of the services. Omnia Update was chosen by the selection committee, which was also the low bidder and comes highly recommended with more than 700 colleges and universities using their services. Developing a web site is a major project that comes with a price tag, and the development costs are beyond the scope of our Creative Services \$30,000.00 budget for the 2020-21 fiscal year. With that in mind, we have negotiated a timeline whereby approximately 50 percent of the project can be completed in this current budget year with the remainder in the next budget year. That would allow for a December 2021 launch, providing adequate time to develop this site well and to spread out the budget impact. The recommendation from Brent Baker, Vice President of Institutional Advancement, is to follow that plan.

25% Paid upon Project Kick Off Meeting in January 2021	\$30,125.00 (FY2020-2021)
25% Paid upon Completion of HTML Design Creation	\$30,125.00 (FY2020-2021)
25% Paid upon Completion of Templates	\$30,125.00 (FY2021-2022)
25% Paid upon Completion of User Acceptance & Testing	\$30,125.00 (FY2021-2022)
Total Project Costs	\$120,500.00

Partial funds of \$30,000.00, have been allocated in the current Creative Services budget. Additional funds of \$30,250.00 will be requested in the 2020-2021 budget. The remaining funds of \$60,250 will be requested in the 2021-2022 budget for purchase of these services.

After evaluation and review of the sealed proposals, Brent Baker, Vice President of Institutional Advancement, Katie Edwards, Director of Creative Services, Jeanie Hobbs, Director of Purchasing, and Toni Martin, Assistant Director of Purchasing recommend award of this sealed proposal as stated above.

RECOMMENDATION: That the Board of Trustees award this sealed proposal to vendor as presented.

ATTACHMENTS: Tabulation on Sealed Proposals for Website Design & Content Management System #RFP-04-21.

SUBMITTED BY: Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Affairs

Request for Proposal #RFP-04-21
 Website Design & Content Management System December 10, 2020

PRICE SUMMARY TABULATION

CATEGORY AND PERCENTAGE FACTORS	OmniaUpdate	The Old State
Software licensing and/or subscription service fee, if any	\$7,500./Per Year	N/A
Annual maintenance agreement Year 1 Year 2 Year 3	\$6,000/Yr 1 \$6,000/Yr 2 \$6,000/Yr 3	\$28,000/Yr 1 \$48,000/Yr 2 \$48,000/Yr 3
Implementation Fee	\$35,000. One Time Cost	\$70,000
Hosting Fee	\$7,000./Per Year	\$150.00/Month (\$1,800.00/Yr) (Adjusted based on site traffic.)
Website Redesign (As added by Addendum #2)	\$65,000. One Time Cost	\$70,000
Other Costs not included in annual maintenance.		Content Organization & Input \$9,000 Website Usability Focus Groups \$12,000 SSL Certificate \$250 SEO Audit \$8,000 SEO Migration \$6,000/Month Ongoing SEO \$6,000/Month
TOTAL Proposal Costs	1st Year \$120,500 2nd Year \$20,725 3rd Year \$20,957	1st Year \$270,800 2nd Year \$121,800 3rd Year \$121,800
Web Audit Included in Costs	YES	YES
Vendor Comments	Webinar -Based Training is included **OPTIONAL: Additional User License Options Up to 10 Users \$ 7,500 Up to 25 Users \$17,500 Up to 50 Users \$21,500 Up to 100 Users \$27,000 Interactive Campus Map Annual Cost \$5,000 Course Catalog \$5,000 annual fee	2020 Signing Discount - 10% Off Total Contract. If the contract is awarded and signed before 12/31/2020 ALL three (3) Years of contract fees will be discounted 10% 1st Year \$243,720 2nd Year \$109,620 3rd Year \$109,620
	AWARD	



**Weatherford College Board of Trustees
Consent Agenda**

DATE: December 10, 2020

AGENDA ITEM #4.e.

SUBJECT: SB-04-21 Diagnostic Medical Ultrasound System

INFORMATION AND DISCUSSION: A total of four (4) vendors submitted competitive sealed bids for the requested Diagnostic Medical Ultrasound System. Mindray North America, GE Medical, Canon Medical Systems USA, and Siemens Healthineers have submitted bids that provide acceptable products that meet the specifications and offer the best value. Funds of \$65,000 have been allocated in the current 2020-2021 in the Sonography budget for purchase of the items requested. After evaluation and review of the sealed bids, Dr. Peter Klimo, Program Director; Jeanie Hobbs, Director of Purchasing, and Deborah Terrell, Purchasing Department Senior Buyer recommend award of this sealed bid not to exceed budget funds as follows:

Mindray North America	\$59,750.00
TOTAL ESTIMATED COST	\$59,750.00

RECOMMENDATION: That the Board of Trustees award bid to vendor as presented.

ATTACHMENTS: Bid Tabulation

SUBMITTED BY: Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Affairs

**SEALED BID No. SB-04-21 - Diagnostic Medical Ultrasound System
Tabulation Sheet by Vendor**

Canon Medical Systems USA, Inc. - Tustin, CA - Vendor #DT011

Vendor Number: DT011

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
1	1	EA	Diagnostic Medical Ultrasound System per requirements and specifications for General, Vascular and Adult Ecocardiography Programs	\$50,400.000	\$50,400.00		Canon Aplio AA450V2 #CUS-AA450/HN DEVIATION FROM SPEC	Vendor Comments: Comes w/ 1yr warranty included. Option to purchase Intouch Full Service agreement for 4 years for a cost of: \$14,985.00 yearly or 4 years \$59,942.00	
2	1	EA	Curved Array Transducer	\$3,108.000	\$3,108.00		Canon 6C1 #PVT-375BT/FS	Vendor Comments: Multi-frequency Convex	
3	1	EA	Linear Array Transducer	\$4,200.000	\$4,200.00		Canon 11L3 #PVT-705BT	Vendor Comments: Multi-frequency Linear	
4	1	EA	Phased Array Transducer	\$3,780.000	\$3,780.00		Canon 6S1 #PST-28BT/FS	Vendor Comments: Multi-frequency Sector	
5	1	EA	4D Volume Transducer	\$10,500.000	\$10,500.00		Canon 9CV2 #PVT-675MVS	Vendor Comments: Multi-frequency 4D Imaging	
6	1	SVC	Onsite Training and Installation	\$0.000	\$0.00			Vendor Comments: Included in sale price of the unit	
7	1	EA	TRADE-IN and pick up of the following 4 items AS IS: 1) GE Medical Systems Ultrasound Machine, Model 5265370, SN #92547SU9, purchased December 2008; 2) GE Medical Systems Convex Transducer, Model 4C 2401359, SN #103500WX5, purchased December 2008; 3) GE Medical Systems Linear Transducer, Model 2302651, SN #997131YM8, purchased June 2009; 4) GE Medical Systems Sector Transducer, Mode 3S 2323337, SN #53720WX9, purchased December 2008	(\$700.000)	(\$700.00)				
8	1	Lot	Discounts offered						
9	1	SVC	Shipping	\$0.000	\$0.00				

**SEALED BID No. SB-04-21 - Diagnostic Medical Ultrasound System
Tabulation Sheet by Vendor**

Canon Medical Systems USA, Inc. - Tustin, CA - Vendor #DT011

Vendor Number: DT011

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
10	1	EA	Line 1 Additional Dollars to meet actual total cost for Diagnostic Medical Ultrasound System per vendor error made on item 1	\$40,530.000	\$40,530.00			Vendor Comments: Vendors unit prices didn't add up to the grand total listed. Error was made on unit price input on the form. Price in that blank should have been \$90,930.00 NOT \$50,400.00	

Items Bid On: 10

Canon Medical Systems USA, Inc. - Tustin, CA Total: \$111,818.00

GE Healthcare aka GE Medical Systems Ultrasound & Primary Care Diagnostics LLC - Wauwatosa, WI - Vendor #14105

Vendor Number: 14105

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
1	1	EA	Diagnostic Medical Ultrasound System per requirements and specifications for General, Vascular and Adult Ecocardiography Programs	\$53,346.000	\$53,346.00		GE Logiq P9 R3; #H42752LS DEVIATION FROM SPEC	Vendor Comments: See GE bid for equivalents as well as deviations. Vendor will work with us to negotiate mutually agreeable terms & conditions. NOTE: Standard items included = \$30,260.00. Specified Items available for purchase - CEUS Imaging \$2,550; DICOM \$1,870; Elastography 1,530; LOGIQView \$1,360; Stress Echo \$1700; Measure Assist OB Software \$850; Thyroid Productivity Software \$850; Cardiac Pkg \$4,097; RealTime 3D/4D Pkg \$7,310; Rear Handle \$170; Gel Warmer \$119; Standard Battery Option \$680 = \$23,086.00. See attached Exhibits & Data Sheet for additional information	

**SEALED BID No. SB-04-21 - Diagnostic Medical Ultrasound System
Tabulation Sheet by Vendor**

GE Healthcare aka GE Medical Systems Ultrasound & Primary Care Diagnostics LLC - Wauwatosa, WI - Vendor #14105

Vendor Number: 14105

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
2	1	EA	Curved Array Transducer	\$6,120.000	\$6,120.00		GE C1-5-RS; #H40462LA		
3	1	EA	Linear Array Transducer	\$4,250.000	\$4,250.00		GE 9L-RS; #H40442LL		
4	1	EA	Phased Array Transducer	\$3,230.000	\$3,230.00		GE 3SC-RS; #H45041DL		
5	1	EA	4D Volume Transducer	\$5,440.000	\$5,440.00		GE RIC5-9A-RS Realtime 4D; #H48701EJ		
6	1	SVC	Onsite Training and Installation	\$0.000	\$0.00		#H42752LS DEVIATION FROM SPEC	Vendor Comments: Initial installation includes 2 days on-site Applications training. GE Equivalent: 4 days onsite Applications training w/ purchase of Advanced Imaging Technology (Cardiac & 3D/4D package)	
7	1	EA	TRADE-IN and pick up of the following 4 items AS IS: 1) GE Medical Systems Ultrasound Machine, Model 5265370, SN #92547SU9, purchased December 2008; 2) GE Medical Systems Convex Transducer, Model 4C 2401359, SN #103500WX5, purchased December 2008; 3) GE Medical Systems Linear Transducer, Model 2302651, SN #997131YM8, purchased June 2009; 4) GE Medical Systems Sector Transducer, Mode 3S 2323337, SN #53720WX9, purchased December 2008	\$0.000	\$0.00			Vendor Comments: \$0.00 Blue Book Value	
8	1	Lot	Discounts offered	(\$5,000.000)	(\$5,000.00)			Vendor Comments: GE Family Discount Program. Current trade-in promo for LOGIQ customers	
9	1	SVC	Shipping	\$1,179.260	\$1,179.26			Vendor Comments: GE Logistics Surcharge	

Items Bid On: 9 GE Healthcare aka GE Medical Systems Ultrasound & Primary Care Diagnostics LLC - Wauwatosa, WI Total: \$68,565.26

**SEALED BID No. SB-04-21 - Diagnostic Medical Ultrasound System
Tabulation Sheet by Vendor**

Mindray DS USA Inc. - Mahawh, NJ - Vendor #15460

Vendor Number: 15460

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
1	1	EA	Diagnostic Medical Ultrasound System per requirements and specifications for General, Vascular and Adult Ecocardiography Programs	\$92,000.000	\$92,000.00		Mindray #2143E-PA00001 DEVIATION FROM SPEC	Vendor Comments: System includes Tissue Doppler Imaging #110-005865-00 & Tissue Tracking w/Strain Rate #110-005869-00. System does not include 1 Preventive Maintenance per yr for term of original 5 yr warranty	AWARD
2	1	EA	Curved Array Transducer	\$12,500.000	\$12,500.00		Mindray #120-004401-00		AWARD
3	1	EA	Linear Array Transducer	\$9,000.000	\$9,000.00		Mindray #120-001716-01		AWARD
4	1	EA	Phased Array Transducer	\$12,500.000	\$12,500.00		Mindray #120-003431-00		AWARD
5	1	EA	4D Volume Transducer	\$26,000.000	\$26,000.00		Mindray #120-005170-00		AWARD
6	1	SVC	Onsite Training and Installation	\$0.000	\$0.00			Vendor Comments: Included in Unit Price	AWARD
7	1	EA	TRADE-IN and pick up of the following 4 items AS IS: 1) GE Medical Systems Ultrasound Machine, Model 5265370, SN #92547SU9, purchased December 2008; 2) GE Medical Systems Convex Transducer, Model 4C 2401359, SN #103500WX5, purchased December 2008; 3) GE Medical Systems Linear Transducer, Model 2302651, SN #997131YM8, purchased June 2009; 4) GE Medical Systems Sector Transducer, Mode 3S 2323337, SN #53720WX9, purchased December 2008	(\$1,000.000)	(\$1,000.00)		NTI-M		AWARD
8	1	Lot	Discounts offered	(\$91,250.000)	(\$91,250.00)		NTI		AWARD
9	1	SVC	Shipping	\$0.000	\$0.00			Vendor Comments: Included in Unit Price	AWARD

Items Bid On: 9

Mindray DS USA Inc. - Mahawh, NJ Total: \$59,750.00

**SEALED BID No. SB-04-21 - Diagnostic Medical Ultrasound System
Tabulation Sheet by Vendor**

Siemens Medical Solutions USA, Inc. - Malvern, PA - Vendor #DT009

Vendor Number: DT009

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
1	1	EA	Diagnostic Medical Ultrasound System per requirements and specifications for General, Vascular and Adult Ecocardiography Programs	\$88,000.000	\$88,000.00		Siemens ACUSON Sequoia #11290017 DEVIATION FROM SPEC	Vendor Comments: Sequoia base configuration. Vendor will work w/us to negotiate mutually agreeable terms & conditions. See attached product information, equipment & svc quote.	
2	1	EA	Curved Array Transducer	\$14,685.000	\$14,685.00		Siemens Sequoia 5C1 #11290102		
3	1	EA	Linear Array Transducer	\$9,790.000	\$9,790.00		Siemens Sequoia 10L4 #11290099		
4	1	EA	Phased Array Transducer	\$9,790.000	\$9,790.00		Siemens Sequoia 5V1 #11290096		
5	1	EA	4D Volume Transducer	\$18,315.000	\$18,315.00		Siemens Sequoia 9VE4 #11509299		
6	1	SVC	Onsite Training and Installation	\$0.000	\$0.00		US Initial 16	Vendor Comments: Initial onsite training 16 hrs FMV	
7	1	EA	TRADE-IN and pick up of the following 4 items AS IS: 1) GE Medical Systems Ultrasound Machine, Model 5265370, SN #92547SU9, purchased December 2008; 2) GE Medical Systems Convex Transducer, Model 4C 2401359, SN #103500WX5, purchased December 2008; 3) GE Medical Systems Linear Transducer, Model 2302651, SN #997131YM8, purchased June 2009; 4) GE Medical Systems Sector Transducer, Mode 3S 2323337, SN #53720WX9, purchased December 2008	(\$11,500.000)	(\$11,500.00)			Vendor Comments: ACU trade in all/SD 400 U65 - \$1,500. Trade In allowance / Elevate promotion - \$10,000	
8	1	Lot	Discounts offered						
9	1	SVC	Shipping	\$0.000	\$0.00				

**SEALED BID No. SB-04-21 - Diagnostic Medical Ultrasound System
Tabulation Sheet by Vendor**

Siemens Medical Solutions USA, Inc. - Malvern, PA - Vendor #DT009

Vendor Number: DT009

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
11	1	EA	Additional Items & Dollars included in Ultrasound System Grand Total on bid submission	\$32,302.000	\$32,302.00			Vendor Comments: Vendors unit prices didn't add up to grand total submitted on bid. Additional items & software proposed for this Sequoia ultrasound system NOT shown total \$32,302.00 & include: Keyboard \$275; Virtual Touch Abdomen license \$6105; eSie OB license \$2420; Physio Module \$1210; Cardiology Imaging license \$12,210; 3 lead ECG \$182; Non-imaging continuous wave doppler transducer \$2200; Contrast Agent Imaging license \$7700.	

Items Bid On: 10

Siemens Medical Solutions USA, Inc. - Malvern, PA Total: \$161,382.00



**Weatherford College Board of Trustees
Consent Agenda**

DATE: December 10, 2020

AGENDA ITEM #4.f.

SUBJECT: Consent Agenda: Sealed Bid for Veterinary Equipment & Supplies #SB-03-21

INFORMATION AND DISCUSSION: A total of three (3) vendors submitted competitive sealed bids for the requested veterinary equipment and supplies. Augustine Surgical Inc. and MWI Veterinary Supply Company have provided bids that meet our specifications and offers the best value on items requested. A bid was also received from Digicare Animal Health, which didn't provide the best value on any of the items. Funds have been allocated in the current budget, and will be requested in the 2021-2022 budgets for purchase of these products.

After evaluation and review of the sealed bids, Dr. Kathy Garofalo, Director of Veterinary Technology, Mr. Vance Christie, Department Chair of Agriculture, Business and Communications, Mrs. Jeanie Hobbs, Director of Purchasing and Mrs. Toni Martin, Assistant Director of Purchasing recommend award of this sealed bid not to exceed budget funds as follows:

Augustine Surgical Inc.	\$6,283.00
MWI Veterinary Supply Company	\$96,410.83
TOTAL ESTIMATED COST	\$102,693.83

RECOMMENDATION: The Board of Trustees award sealed bid to vendors as presented.

ATTACHMENTS: Tabulation on Sealed Bids for Veterinary Equipment & Supplies

SUBMITTED BY: Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Affairs

SEALED BID No. SB-03-21 - VETERINARY EQUIPMENT & SUPPLIES

Tabulation Sheet by Awarded Vendors

Augustine Surgical, Inc. - Eden Prairie, MN - Vendor #88597

Vendor Number: 88597

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
13	1	EA	VETERINARY PATIENT WARMING SYSTEM: Temperature Management Controller Single Port; Powers 1 blanket; 2 over-temperature alarms; IV pole mount clamp; 11½" high, 6.35 lbs.; Warranty HOT DOG , Reference No. WC71V or approved equivalent.	\$1,571.00	\$1,571.00		Hot Dog Patient Warming WC71V	Vendor Quote No.: 90002289	Award
14	1	EA	VETERINARY PATIENT WARMING SYSTEM: Temperature Management Controller Multiport; Powers 4 blankets, with individual temperature settings and safety alarms; Touch Screen; IV pole mount clamp; 11½" high, 7.15 lbs.; Warranty HOT DOG , Reference No. WC77V or approved equivalent.	\$2,376.00	\$2,376.00		Hot Dog Patient Warming WC77V	Vendor Quote No.: 90002289	Award
15	1	EA	VETERINARY PATIENT WARMING: Blanket; Extra Small; 10" x 12"; Includes adjustable straps that can be used to maximize contact and heat transfer HOT DOG , Reference No. V101 or approved equivalent.	\$311.00	\$311.00		Hot Dog Patient Warming V101	Vendor Quote No.: 90002289	Award
16	1	EA	VETERINARY PATIENT WARMING: Blanket; Small; 10" x 23"; Includes adjustable straps that can be used to maximize contact and heat transfer HOT DOG , Reference No. V102 or approved equivalent.	\$356.00	\$356.00		Hot Dog Patient Warming V102	Vendor Quote No.: 90002289	Award
17	2	EA	VETERINARY PATIENT WARMING: Blanket; Medium; 16" x 22"; Includes adjustable straps that can be used to maximize contact and heat transfer HOT DOG , Reference No. V103 or approved equivalent.	\$386.00	\$772.00		Hot Dog Patient Warming V103	Vendor Quote No.: 90002289	Award
18	1	EA	VETERINARY PATIENT WARMING: Blanket; Large; 22" x 31"; Includes adjustable straps that can be used to maximize contact and heat transfer HOT DOG , Reference No. V104 or approved equivalent.	\$411.00	\$411.00		Hot Dog Patient Warming V104	Vendor Quote No.: 90002289	Award

SEALED BID No. SB-03-21 - VETERINARY EQUIPMENT & SUPPLIES

Tabulation Sheet by Awarded Vendors

Augustine Surgical, Inc. - Eden Prairie, MN - Vendor #88597

Vendor Number: 88597

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
19	1	EA	VETERINARY PATIENT WARMING: Blanket; Extra Large; 27" x 47"; Includes adjustable straps that can be used to maximize contact and heat transfer HOT DOG , Reference No. V106 or approved equivalent.	\$486.00	\$486.00		Hot Dog Patient Warming V106	Vendor Quote No.: 90002289	Award

Items Bid On: 7

Augustine Surgical, Inc. - Eden Prairie, MN Total: \$6,283.00

MWI Veterinary Supply Co - Boise, ID - Vendor #88588

Vendor Number: 88588

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
1	1	EA	PNEUMATIC OTOSCOPE: 3.5 V Halogen HPX Veterinary Operating Otoscope with Reusable Ear Specula Set (#22160) Power Handle Not Included Welch Allyn , Reference No. 21760 or approved equivalent.	\$173.52	\$173.52		MWI (Welch Allyn W-A 009404) 20260	Vendor Quote No.: SB-03-21	Award
2	1	SET	OTOSCOPE SET: 3.5 V Veterinary Diagnostic set including PanOptic Ophthalmoscope(#11800-V), MacroView VETERINARY Otoscope with Throat Illuminator(#23862), Rechargeable 60-Minute Power Handle(#71000-A) and Soft Storage Case(#05815-U); Warranty Welch Allyn , Reference No. 96021-MP or approved equivalent.	\$1,896.63	\$1,896.63		MWI (Welch Allyn W-A 278697) 96021-MP	Vendor Quote No.: SB-03-21	Award
3	3	EA	OTOSCOPE SET: 3.5 V Veterinary Diagnostic set including Standard Ophthalmoscope(#11710), VETERINARY Pneumatic Otoscope(#20260), Rechargeable 60-Minute Power Handle(#71000-A) and Hard Storage Case(#05968-M) Welch Allyn , Reference No. 96120 or approved equivalent.	\$1,035.96	\$3,107.88		MWI (Welch Allyn W-A 082331) 96120	Vendor Quote No.: SB-03-21	Award

SEALED BID No. SB-03-21 - VETERINARY EQUIPMENT & SUPPLIES

Tabulation Sheet by Awarded Vendors

MWI Veterinary Supply Co - Boise, ID - Vendor #88588

Vendor Number: 88588

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
4	1	EA	CHEMISTRY ANALYZER: Chemistry, electrolyte, immunoassay and blood gas analyzer that delivers accuracy from just two drops of whole blood, serum or plasma with results in 12 minutes; Size: 12.75"H x 6"W x 8"D; Weight: 5.1 kg (11.2 lbs); Power: 100-240 volts AC, 50-60 Hz; Abaxis VetSCAN VS2 , Reference No. 1200-0000 or approved equivalent.	\$8,500.00	\$8,500.00		MWI (Abaxis 021659) 1200-0000	Vendor Quote No.: SB-03-21	Award
5	1	EA	HEMATOLOGY ANALYZER: Fully-automated, five-part differential hematology analyzer displaying a comprehensive 22-parameter complete blood count (CBC) with cellular histograms on an easy-to-read touch-screen; true database management capability, and minimal maintenance; Sample Size: 50 µL (5-part diff.) 25 µL (3-part diff.); Reports 22-parameters including: WBC, LYM, MON, NEU, BAS, EOS, LYM%, MON%, NEU%, EOS%, BAS%, RBC, HGB, HCT, MCV, MCH, MCHC, RDW, PLT, MPV, PCT, PDW; Dimensions: 14"H x 12.5"W x 10.5"D; Power: 100-240 volts AC, 50-60 Hz; or 12 volts DC Abaxis VetSCAN HM5C , Reference No. 790-0000 or approved equivalent.	\$11,000.00	\$11,000.00		MWI (Abaxis 047614) 790-0000	Vendor Quote No.: SB-03-21	Award
6	1	EA	VITAL SIGNS MONITOR WITH WiFi Module; Masimo SpO2, 3L ECG, Heart Rate, Suntech NIBP, 2 Channels Invasive Blood Pressure, Respiration Sidestream CO2, 2 Channels Temperature, Respiration, Printer. 12" Touch Screen. Patient data download via WiFi or Ethernet; warranty. Advisor Tech V9217P , Reference No. SurgiVet SMIT-1235 or approved	\$6,618.19	\$6,618.19		MWI (Surgivet 094581) SMIT-1235	Vendor Comments: \$6546.27 + \$71.95 = \$6618.19 Vendor Quote No.: SB-03-21	Award

SEALED BID No. SB-03-21 - VETERINARY EQUIPMENT & SUPPLIES

Tabulation Sheet by Awarded Vendors

MWI Veterinary Supply Co - Boise, ID - Vendor #88588

Vendor Number: 88588

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
7	1	EA	VETERINARY CRITICAL CARE PATIENT (Anesthesia) MONITORS; V1410 Monitor with 10" Touch Screen. ECG, Masimo SpO2, Suntech NIBP, 2- Temp, 2-IBP, RR and Respiration Mainstream CO2. Includes combined 3L ECG & Trunk Cable, Set/3 ECG Clips, Tip Clip Lingual SpO2 Sensor & Cable, NIBP Hose & Cuff Set Size 1-5, (1) Rectal/Esophageal Temp Probe and CO2 Airway Adapter.; Warranty and Support Vetland , Reference No. V1410TXLM or approved equivalent.	\$4,528.15	\$4,528.15		MWI (Vetland 099303) V1410TXLM	Vendor Comments: \$448..15 + \$45.00 = \$4528.15 Vendor Quote No.: SB-03-21	Award
8	1	EA	DIGITAL RADIOGRAPHY MACHINE: Flat Panel Digital System (DR) with Standard Table; Vieworks Vivix Flat Panel, 17"x17" with Cesium scintillator. Includes standard table with 4 way float top and anatomical programming. Ability to acquire and display images in seconds. Ultra compact High Frequency generator. 32kW, 400mA, 125kVp and 500 mAs Single Phase 220VAC. To include the acquisition computer and wall mount, 2mp high resolution 24" monitor, QXLink PACS and PACS workstation with PC and 24" monitor, 10 viewing licenses. Gold Warranty: 5 years on X-ray system, PC and Monitor, 5 years on the Flat Panel and components. 12 months IT remote Support, 12 months On-Site labor. To includes shipping, installation and applications training. (WC Vet Department will specify width of doorway and whether there are steps to overcome during delivery.) Sedecal , Reference No. SDX-V17 or approved equivalent.	\$41,460.67	\$41,460.67		MWI (Sedecal 094397) SDX-V17	Vendor Comments: Sedecal upgrade included in price Vendor Quote No.: SB-03-21	Award

SEALED BID No. SB-03-21 - VETERINARY EQUIPMENT & SUPPLIES

Tabulation Sheet by Awarded Vendors

MWI Veterinary Supply Co - Boise, ID - Vendor #88588

Vendor Number: 88588

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
9	1	EA	VETERINARY COMPLETE MOBILE DENTAL RADIOGRAPHY UNIT: Laptop & Laptop Tray, #2 DR (BiteResistant) Sensor for general companion. Includes 25' coil corded push button remote to activate x-ray. Size: 26.9"w x 36"l base, 76.9" height, 56" arm reach. (Line Items #9, 10, 11 will be awarded to a single vendor) Midmark , Reference No. 486343 or approved equivalent.	\$14,879.33	\$14,879.33		MWI (Midmark) DCVM GOA/H/S4/L	Vendor Quote No.: SB-03-21	Award
10	1	EA	Veterinary Installation Fee (Line Items #9, 10, 11 will be awarded to a single vendor) Midmark , Reference No. 384474 or approved equivalent.	\$0.00	\$0.00		MWI (Midmark) VI - USA	Vendor Comments: INCLUDED IN PROMO OFFER (ENDS 12/31/20) Vendor Quote No.: SB-03-21	Award
11	1	EA	On-Site X-Ray Training (Line Items #9, 10, 11 will be awarded to a single vendor) Midmark , Reference No. or approved equivalent.	\$0.00	\$0.00		MWI (Midmark) VI - USA	Vendor Comments: INCLUDED IN PROMO OFFER (ENDS 12/31/20) Vendor Quote No.: SB-03-21	Award
12	1	EA	VETERINARY DENTAL CLEANING STATION WITH OIL COMPRESSOR: The Ultimate Veterinary Dental Station with Oil Compressor. High Speed Fiber Optic Handpiece with oral illumination system. Push button control for ease of bur changing. Built-in Ultrasonic Piezo Electric Scaler with universal (#39) and flat (#32) scaling tips. Runs cool and quiet at 30,000 cycles per second. Low Speed Handpiece with "reciprocating" prophylaxis angles. Includes 10 Friction Grip High Speed Burs, SS Prophylaxis Angle, Vetcare Prophylaxis Paste (250gm jar), and Prophylaxis Cups (box of 144). 2 Year Warranty. Size 22" x 20.5". Dentalaire , Reference No. DTP00509 or approved equivalent.	\$4,239.49	\$4,239.49		MWI (Dentalaire 027252) DTP00509	Vendor Quote No.: SB-03-21	Award

SEALED BID No. SB-03-21 - VETERINARY EQUIPMENT & SUPPLIES

Tabulation Sheet by Awarded Vendors

MWI Veterinary Supply Co - Boise, ID - Vendor #88588

Vendor Number: 88588

Line #	Quantity	Unit	Description	Unit Cost	Ext. Cost	No Bid	Brand/Model	Notes	Award
24	2	Boxes	Microscope Cover Slips; #1 Thick; 22mm x 22mm; 200 Pieces per Hinged-lid box. Karter Scientific , Reference No. 211Z3 or approved equivalent.	\$3.11	\$6.22		MWI (Vet One) MLAB140410	Vendor Quote No.: SB-03-21	Award
28	1	Pack	Towels: Heavyweight Surgical Huck Towels; Size: 16" x 24"; 100% Cotton; Color: Blue; 50/Pack MHF , Reference No. MHFBHT50A or approved equivalent.	\$0.75	\$0.75		MWI (Medline) MDTS16801 DEVIATION FROM SPEC	Vendor Quote No.: SB-03-21	Award Towels priced per each, not per pack. (\$0.75 * 50 = \$37.50/Pk)
Items Bid On: 14							MWI Veterinary Supply Co - Boise, ID		Total: \$96,410.83



Weatherford College Board of Trustees

DATE: December 10, 2020

AGENDA ITEM #4.g.

SUBJECT: Consent Agenda: Budget Amendment #1

INFORMATION AND DISCUSSION: The 2020-21 budget amendment #1 is attached for review and approval by the Board of Trustees. The budget amendment includes the following: (1) to record increases to the Perkins grant, Student Support Services grant, Talent Search grant, and Upward Bound grant; (2) to record the carryover of the CARES Act grant funds for emergency financial aid to students and for institutional support to the College due to COVID-19; (4) to adjust departmental budgets due to the reduction in force and the closing of the Truck Driving program; and (5) to record the transfer from reserves for the Christmas bonuses.

RECOMMENDATION: That the Board of Trustees approves the budget amendment #1 as presented in the attached summary.

ATTACHMENTS: Memorandum from Dr. Andra Cantrell to Dr. Tod Allen Farmer summarizing the 2020-21 budget amendment #1.

SUBMITTED BY: Dr. Andra R. Cantrell, Executive Vice President for Financial & Administrative Affairs

MEMORANDUM

To: Dr. Tod Allen Farmer

From: Dr. Andra R. Cantrell, Executive Vice President for Financial & Administrative Affairs

Date: December 10, 2020

Subject: 2020-21 Budget Amendment #1

A summary of the budget amendment is as follows:

Item #	Department	Description	Account #	2020-21	2020-21	Proposed
				Original Budget	Budget Amend. #1	Amend 20-21 Budget
1	Perkins: Upgrade Curriculum	Operating Grant - Federal	22-00-19210-00-44110	(88,000)	35,891	(52,109)
	Perkins: Upgrade Curriculum	Supplies	22-00-19210-00-50010	28,000	(28,000)	-
	Perkins: Upgrade Curriculum	Supplies - Instructional	22-00-19210-00-50020	-	1,729	1,729
	Perkins: Upgrade Curriculum	Equipment \$500-\$4999 Non Cap	22-00-19210-00-50090	50,000	(8,670)	41,330
	Perkins: Upgrade Curriculum	Indirect Costs	22-00-19210-00-57120	10,000	(950)	9,050
	Perkins: Prof Development	Operating Grant - Federal	22-00-19220-00-44110	(20,000)	15,780	(4,220)
	Perkins: Prof Development	Travel-Faculty & Staff	22-00-19220-00-54110	20,000	(15,780)	4,220
	Perkins: Instr Equipment	Operating Grant - Federal	22-00-19230-00-44110	(80,000)	(18,980)	(98,980)
	Perkins: Instr Equipment	Equipment \$5000 & Above Capital	22-00-19230-00-91010	80,000	18,980	98,980
	Perkins: Guidance & Counseling	Operating Grant - Federal	22-00-59210-00-44110	(10,000)	5,500	(4,500)
	Perkins: Guidance & Counseling	Tech Software Lic., Sub., & Maint.	22-00-59210-00-53350	10,000	(5,500)	4,500
	Perkins: Special Pops	Operating Grant - Federal	22-00-59220-00-44110	(28,000)	(2,466)	(30,466)
	Perkins: Special Pops	Disadvantaged Child Care	22-00-59220-00-52040	25,000	3,466	28,466
	Perkins: Special Pops	Travel-Student	22-00-59220-00-54130	2,000	(1,000)	1,000
	<i>(To record Perkins grant award.)</i>				-	
2	Student Support Services	Operating Grant - Federal	22-00-59110-00-44110	(285,782)	(8,940)	(294,722)
	Student Support Services	Supplies	22-00-59110-00-50010	6,700	3,300	10,000
	Student Support Services	Copier Usage	22-00-59110-00-50030	3,000	1,500	4,500
	Student Support Services	Mail Service & Shipping	22-00-59110-00-50060	200	(24)	176
	Student Support Services	Travel-Faculty & Staff	22-00-59110-00-54110	5,873	(43)	5,830
	Student Support Services	Travel-Student	22-00-59110-00-54130	5,000	5,280	10,280
	Student Support Services	Indirect Costs	22-00-59110-00-57120	19,760	1,109	20,869
	Student Support Services	Classified Salaries	22-00-59110-00-61220	41,682	(1,985)	39,697
	Student Support Services	FICA Matching	22-00-59110-00-62110	3,749	(29)	3,720
	Student Support Services	Retirement Matching	22-00-59110-00-62120	11,081	(149)	10,932
	Student Support Services	Group Insurance	22-00-59110-00-62210	34,021	(19)	34,002
	<i>(To record Student Support Services increase.)</i>				-	
3	Talent Search	Operating Grant - Federal	22-00-59120-00-44110	(319,245)	(23,110)	(342,355)
	Talent Search	Supplies	22-00-59120-00-50010	6,331	(3,331)	3,000
	Talent Search	Supplies - Instructional	22-00-59120-00-50020	-	21,483	21,483
	Talent Search	Printing & Preprinted Forms	22-00-59120-00-50040	200	(100)	100
	Talent Search	Luncheons & Receptions	22-00-59120-00-51040	500	500	1,000
	Talent Search	Assessment & Testing Fees	22-00-59120-00-52160	1,000	2,505	3,505
	Talent Search	Travel-Faculty & Staff	22-00-59120-00-54110	10,000	(5,500)	4,500
	Talent Search	Travel-Student	22-00-59120-00-54130	20,000	(15,500)	4,500
	Talent Search	Admin Costs	22-00-59120-00-57110	25,385	1,247	26,632
	Talent Search	Other Grant Expense (St Food Gift Ca	22-00-59120-00-57130	-	12,000	12,000
	Talent Search	Stipends	22-00-59120-00-61420	1,260	9,000	10,260
	Talent Search	FICA Matching	22-00-59120-00-62110	2,732	131	2,863
	Talent Search	Retirement Matching	22-00-59120-00-62120	14,129	675	14,804
	<i>(To record Talent Search increase.)</i>				-	
4	Upward Bound	Operating Grant - Federal	22-00-59130-00-44110	(287,282)	(58,471)	(345,753)
	Upward Bound	Supplies	22-00-59130-00-50010	2,500	(1,000)	1,500
	Upward Bound	Advertising/Promotional	22-00-59130-00-51010	-	494	494
	Upward Bound	Dues&Subscriptions&Licenses	22-00-59130-00-51120	-	1,500	1,500
	Upward Bound	Independent Contractor	22-00-59130-00-52030	2,500	(1,500)	1,000
	Upward Bound	Tech Software Lic., Sub., & Maint	22-00-59130-00-53350	1,500	10,000	11,500

				2020-21	2020-21	Proposed
Item				Original	Budget	Amend 20-21
#	Department	Description	Account #	Budget	Amend. #1	Budget
	Upward Bound	Tech Equip \$500-\$4999 Non-Cap	22-00-59130-00-53390	-	2,350	2,350
	Upward Bound	Travel-Faculty & Staff	22-00-59130-00-54110	4,000	(288)	3,712
	Upward Bound	Travel-Student	22-00-59130-00-54130	4,000	29,000	33,000
	Upward Bound	Student Stipends	22-00-59130-00-57010	11,000	5,000	16,000
	Upward Bound	Tuition & Fee Charges	22-00-59130-00-57020	9,000	(1,500)	7,500
	Upward Bound	Admin Costs	22-00-59130-00-57110	16,523	4,753	21,276
	Upward Bound	Adjunct Salaries	22-00-59130-00-61140	-	15,000	15,000
	Upward Bound	Part Time	22-00-59130-00-61430	4,165	1,835	6,000
	Upward Bound	Group Insurance	22-00-59130-00-62210	31,168	(7,173)	23,995
	Upward Bound	Supplies	10-00-59130-00-50010	-	240	240
	Upward Bound	Dues&Subscriptions&Licenses	10-00-59130-00-51120	400	1,600	2,000
	Upward Bound	Independent Contractor	10-00-59130-00-52030	13,023	1,113	14,136
	Upward Bound	Vehicle Mileage Allocation	10-00-59130-00-54050	2,900	500	3,400
	Upward Bound	Travel-Faculty & Staff	10-00-59130-00-54110	1,800	(300)	1,500
	General	Reimburse Indir/Admin Costs	10-10-00000-00-47210	(90,205)	(3,153)	(93,358)
	<i>(To record Upward Bound increase.)</i>				-	
5	Cares Act	Non-Operating Grant	21-00-81245-00-46230	-	(313,442)	(313,442)
	Cares Act	Student Aid	21-00-81245-00-57065	-	313,442	313,442
	<i>(To record Cares Act Grant carryover for student aid.)</i>					
6	Cares Act	Operating Grant	22-00-59140-00-44110	-	(738,596)	(738,596)
	Cares Act	Supplies	22-00-59140-00-50010	-	100,000	100,000
	Cares Act	Equipment \$500-\$4999	22-00-59140-00-50090	-	500,000	500,000
	Cares Act	Tech Contract Services	22-00-59140-00-53340	-	100,000	100,000
	Cares Act	Tech Software Licenses, Subscriptions	22-00-59140-00-53350	-	38,596	38,596
	<i>(To record Cares Act Grant carryover for institutional portion.)</i>					
7	Creative Services	Admin/Professional Salaries	10-00-63310-00-61210	126,290	(35,991)	90,299
	Creative Services	Stipends	10-00-63310-00-61210	-	10,649	10,649
	Creative Services	Fica Matching	10-00-63310-00-61210	2,494	(367)	2,127
	Creative Services	Retirement Matching	10-00-63310-00-61210	6,450	(950)	5,500
	Creative Services	Group Insurance	10-00-63310-00-61210	16,349	(2,564)	13,785
	Carter Ag	Classified Salaries	15-10-91410-00-61220	33,207	(21,712)	11,495
	Carter Ag	Stipends	15-10-91410-00-61420	8,500	9,470	17,970
	Carter Ag	Fica Matching	15-10-91410-00-62110	605	(178)	427
	Carter Ag	Retirement Matching	15-10-91410-00-62120	3,128	(918)	2,210
	Carter Ag	Group Insurance	15-10-91410-00-62210	9,160	(6,450)	2,710
	Instructional Support	Faculty Salaries	10-10-42220-00-61110	64,213	(46,995)	17,218
	Instructional Support	Stipends	10-10-42220-00-61420	1,728	8,817	10,545
	Instructional Support	Fica Matching	10-10-42220-00-62110	9,337	(554)	8,783
	Instructional Support	Retirement Matching	10-10-42220-00-62120	7,953	(1,432)	6,521
	Instructional Support	Group Insurance	10-10-42220-00-62210	20,849	(3,087)	17,762
	Chemistry	Classified Salaries	10-10-11610-00-61220	11,490	(7,567)	3,923
	Chemistry	Stipends	10-10-11610-00-61420	-	2,234	2,234
	Chemistry	Fica Matching	10-10-11610-00-62110	2,001	(77)	1,924
	Chemistry	Retirement Matching	10-10-11610-00-62120	2,127	(200)	1,927
	Chemistry	Group Insurance	10-10-11610-00-62210	5,061	(809)	4,252
	Geology	Classified Salaries	10-10-11620-00-61220	11,489	(7,567)	3,922
	Geology	Stipends	10-10-11620-00-61420	-	2,234	2,234
	Geology	Fica Matching	10-10-11620-00-62110	3,684	(77)	3,607
	Geology	Retirement Matching	10-10-11620-00-62120	7,353	(200)	7,153
	Geology	Group Insurance	10-10-11620-00-62210	16,397	(809)	15,588
	Physics	Classified Salaries	10-10-11630-00-61220	11,490	(7,567)	3,923
	Physics	Stipends	10-10-11630-00-61420	-	2,234	2,234
	Physics	Fica Matching	10-10-11630-00-62110	2,413	(77)	2,336
	Physics	Retirement Matching	10-10-11630-00-62120	2,604	(200)	2,404
	Physics	Group Insurance	10-10-11630-00-62210	8,413	(809)	7,604
	Transportation	Supplies	10-30-13280-01-50010	7,000	(6,800)	200
	Transportation	Supplies-Instructional	10-30-13280-01-50020	2,100	(2,100)	-
	Transportation	Copier Usage	10-30-13280-01-50030	250	(175)	75
	Transportation	Printing & Preprinted Forms	10-30-13280-01-50040	100	(100)	-

Item #	Department	Description	Account #	2020-21	2020-21	Proposed	
				Original Budget	Budget Amend. #1	Amend 20-21 Budget	
	Transportation	Advertising/Promotional	10-30-13280-01-51010	400	(400)	-	
	Transportation	Luncheons & Receptions	10-30-13280-01-51040	150	(150)	-	
	Transportation	Dues/Subscriptions/Licenses	10-30-13280-01-51120	1,360	(1,360)	-	
	Transportation	Assessment & Testing Fees	10-30-13280-01-52160	4,800	(2,838)	1,962	
	Transportation	Insurance	10-30-13280-01-53010	23,000	(3,294)	19,706	
	Transportation	Repairs & Maintenance	10-30-13280-01-53210	9,000	(8,905)	95	
	Transportation	Tech Contract Services	10-30-13280-01-53340	1,000	(1,000)	-	
	Transportation	Tech Software Licenses	10-30-13280-01-53350	150	(150)	-	
	Transportation	Tech Leases	10-30-13280-01-53360	244	(244)	-	
	Transportation	Fuel	10-30-13280-01-54010	20,000	(18,000)	2,000	
	Transportation	Travel-Faculty & Staff	10-30-13280-01-54110	1,600	(1,600)	-	
	Transportation	Faculty Salaries	10-30-13280-01-61110	170,873	(113,973)	56,900	
	Transportation	Admin/Professional Salaries	10-30-13280-01-61210	70,048	(51,266)	18,782	
	Transportation	Stipends	10-30-13280-01-61420	3,420	44,952	48,372	
	Transportation	Fica Matching	10-30-13280-01-62110	4,335	(1,984)	2,351	
	Transportation	Retirement Matching	10-30-13280-01-62120	15,864	(10,130)	5,734	
	Transportation	Group Insurance	10-30-13280-01-62210	19,115	(9,245)	9,870	
	Tuition	Funded WF Quarter 1	10-30-00000-00-41710	(118,800)	55,000	(63,800)	
	Tuition	Funded WF Quarter 2	10-30-00000-00-41720	(60,200)	51,200	(9,000)	
	Tuition	Funded WF Quarter 3	10-30-00000-00-41730	(98,800)	76,800	(22,000)	
	Tuition	Funded WF Quarter 4	10-30-00000-00-41740	(102,800)	76,800	(26,000)	
	Fine Arts Production	Admin/Professional Salaries	10-10-42240-00-61210	63,177	(46,237)	16,940	
	Fine Arts Production	Stipends	10-10-42240-00-61420	1,800	23,995	25,795	
	Fine Arts Production	Fica Matching	10-10-42240-00-62110	1,054	(323)	731	
	Fine Arts Production	Retirement Matching	10-10-42240-00-62120	2,369	(834)	1,535	
	Fine Arts Production	Group Insurance	10-10-42240-00-62210	7,226	(3,109)	4,117	
	Business Services	Stipends	10-00-62110-00-61420	420	5,000	5,420	
	Purchasing	Classified Salaries	10-00-62210-00-61220	240,964	(30,576)	210,388	
	Purchasing	Fica Matching	10-00-62210-00-62110	4,226	(443)	3,783	
	Purchasing	Retirement Matching	10-00-62210-00-62120	15,674	(1,147)	14,527	
	Purchasing	Group Insurance	10-00-62210-00-62210	40,464	(6,900)	33,564	
	Campus Management Admin	Admin/Professional Salaries	10-40-42110-00-61210	87,932	(57,494)	30,438	
	Campus Management Admin	Stipends	10-40-42110-00-61420	420	28,730	29,150	
	Campus Management Admin	Fica Matching	10-40-42110-00-62110	2,980	(1,948)	1,032	
	Campus Management Admin	Retirement Matching	10-40-42110-00-62120	4,738	(3,098)	1,640	
	Campus Management Admin	Group Insurance	10-40-42110-00-62210	9,297	(6,079)	3,218	
	Student Counseling	Admin/Professional Salaries	10-00-53210-00-61210	60,236	(39,385)	20,851	
	Student Counseling	Stipends	10-00-53210-00-61420	420	10,483	10,903	
	Student Counseling	Fica Matching	10-00-53210-00-62110	873	(419)	454	
	Student Counseling	Retirement Matching	10-00-53210-00-62120	2,259	(1,084)	1,175	
	Student Counseling	Group Insurance	10-00-53210-00-62210	5,904	(3,860)	2,044	
	General Institutional	Contingency	10-00-61410-00-59010	713,618	175,209	888,827	
	<i>(To reallocate salary and fringes saved due to reduction in force and closing of the Truck Driving program.)</i>					-	
8	Instruction Admin-VP Instruction	Stipends	10-00-41110-00-61420	-	2,800	2,800	
	Instruction Admin-Dean Health Sciences	Stipends	10-00-41115-00-61420	420	1,750	2,170	
	Instruction Admin-Dean Humanities	Stipends	10-00-41120-00-61420	420	1,400	1,820	
	Instruction Admin-Dean Education	Stipends	10-00-41125-00-61420	420	1,400	1,820	
	Instruction Admin-Dean Workforce	Stipends	10-00-41130-00-61420	420	1,400	1,820	
	Instruction Admin-Dean Fine Arts	Stipends	10-00-41135-00-61420	-	1,400	1,400	
	Distance Education	Stipends	10-00-41140-00-61420	-	2,100	2,100	
	Director-Workforce Education	Stipends	10-00-41230-00-61420	2,100	2,800	4,900	
	Student Affairs	Stipends	10-00-51110-00-61420	420	2,450	2,870	
	Registrar, Admissions, Records	Stipends	10-00-52110-00-61420	-	6,300	6,300	
	Student Development	Stipends	10-00-53110-00-61420	-	2,450	2,450	
	Coyote Care Health Center	Stipends	10-00-53150-00-61420	-	350	350	
	Disability Services	Stipends	10-00-53310-00-61420	420	2,100	2,520	
	Welcome Center	Stipends	10-00-54110-00-61420	-	700	700	
	Student Outreach/Success	Stipends	10-00-55110-00-61420	-	1,750	1,750	
	Financial Aid	Stipends	10-00-56110-00-61420	-	4,200	4,200	
	Student Support Services	Stipends	10-00-59110-00-61420	-	350	350	
	President's Office	Stipends	10-00-61110-00-61420	8,085	2,100	10,185	

Item #	Department	Description	Account #	2020-21	2020-21	Proposed
				Original Budget	Budget Amend. #1	Amend 20-21 Budget
	General Legal Counsel	Stipends	10-00-61210-00-61420	-	700	700
	Human Resources	Stipends	10-00-61220-00-61420	-	2,800	2,800
	Institutional Accreditation Services	Stipends	10-00-61310-00-61420	-	700	700
	Institutional Effectiveness	Stipends	10-00-61320-00-61420	-	3,150	3,150
	Business Services	Stipends	10-00-62110-00-61420	420	8,750	9,170
	Purchasing	Stipends	10-00-62210-00-61420	840	4,900	5,740
	Technology Services	Stipends	10-00-62310-00-61420	2,940	9,800	12,740
	VP Institutional Advancement	Stipends	10-00-63110-00-61420	420	2,100	2,520
	Communications & PR	Stipends	10-00-63210-00-61420	420	700	1,120
	Creative Services	Stipends	10-00-63310-00-61420	-	2,100	2,100
	Campus Police	Stipends	10-00-63510-00-61420	-	6,650	6,650
	Behavioral Science	Stipends	10-10-11110-00-61420	-	4,900	4,900
	Visual Arts	Stipends	10-10-11210-00-61420	-	1,400	1,400
	Drama	Stipends	10-10-11220-00-61420	-	1,050	1,050
	Music	Stipends	10-10-11230-00-61420	-	4,200	4,200
	Humanities	Stipends	10-10-11310-00-61420	-	12,950	12,950
	Mathematics	Stipends	10-10-11410-00-61420	-	10,150	10,150
	Agriculture	Stipends	10-10-11510-00-61420	-	1,750	1,750
	Business	Stipends	10-10-11530-00-61420	-	3,500	3,500
	Communications	Stipends	10-10-11540-00-61420	-	1,750	1,750
	Chemistry	Stipends	10-10-11610-00-61420	-	1,400	1,400
	Geology	Stipends	10-10-11620-00-61420	-	2,100	2,100
	Physics	Stipends	10-10-11630-00-61420	-	700	700
	Biology	Stipends	10-10-11640-00-61420	-	6,650	6,650
	Social Sciences	Stipends	10-10-11710-00-61420	-	10,500	10,500
	Kinesiology	Stipends	10-10-11810-00-61420	-	7,350	7,350
	Registered Nursing	Stipends	10-10-12110-00-61420	-	9,800	9,800
	Vocational Nursing	Stipends	10-10-12120-00-61420	-	5,250	5,250
	Occupational Therapy	Stipends	10-10-12210-00-61420	22,780	3,150	25,930
	Physical Therapy	Stipends	10-10-12220-00-61420	14,620	2,100	16,720
	Substance Abuse	Stipends	10-10-12310-00-61420	-	1,400	1,400
	Phlebotomy	Stipends	10-10-12410-00-61420	-	1,400	1,400
	Radiological Technology	Stipends	10-10-12510-00-61420	-	3,850	3,850
	Sonography	Stipends	10-10-12610-00-61420	9,320	3,150	12,470
	Respiratory Care	Stipends	10-10-12710-00-61420	4,500	3,850	8,350
	Veterinary Technology	Stipends	10-10-12820-00-61420	-	1,400	1,400
	Information Technology	Stipends	10-10-13110-00-61420	-	1,400	1,400
	Criminal Justice	Stipends	10-10-13130-00-61420	-	2,100	2,100
	Emergency Med Services	Stipends	10-10-13140-01-61420	-	2,100	2,100
	Fire	Stipends	10-10-13150-01-61420	840	1,750	2,590
	Health Professions	Stipends	10-10-13220-03-61420	-	700	700
	Law Enforcement	Stipends	10-10-13230-01-61420	-	700	700
	Fire	Stipends	10-50-13250-06-61420	-	350	350
	Industrial Workforce	Stipends	10-10-13260-05-61420	-	350	350
	Industrial Workforce	Stipends	10-10-13260-10-61420	-	350	350
	Education	Stipends	10-10-14110-00-61420	-	3,850	3,850
	Child Development	Stipends	10-10-14120-00-61420	-	1,400	1,400
	Campus Management Admin	Stipends	10-10-42110-00-61420	-	700	700
	Learning Resource Center	Stipends	10-10-42210-00-61420	-	4,200	4,200
	Center for Research & Writing	Stipends	10-10-42215-00-61420	-	2,100	2,100
	Instructional Support	Stipends	10-10-42220-00-61420	1,728	5,250	6,978
	Testing	Stipends	10-10-42230-00-61420	-	3,150	3,150
	Behavioral Science	Stipends	10-20-11110-00-61420	-	350	350
	Visual Arts	Stipends	10-20-11210-00-61420	-	350	350
	Music	Stipends	10-20-11230-00-61420	-	700	700
	Humanities	Stipends	10-20-11310-00-61420	-	700	700
	Mathematics	Stipends	10-20-11410-00-61420	-	1,050	1,050
	Communications	Stipends	10-20-11540-00-61420	-	350	350
	Physics	Stipends	10-20-11630-00-61420	-	700	700
	Biology	Stipends	10-20-11640-00-61420	-	1,400	1,400
	Social Sciences	Stipends	10-20-11710-00-61420	-	1,400	1,400
	Kinesiology	Stipends	10-20-11810-00-61420	-	350	350

				2020-21	2020-21	Proposed
Item				Original	Budget	Amend 20-21
#	Department	Description	Account #	Budget	Amend. #1	Budget
	Registered Nursing	Stipends	10-20-12110-00-61420	-	4,200	4,200
	Information Technology	Stipends	10-20-13110-00-61420	-	700	700
	Cosmetology	Stipends	10-20-13120-01-61420	-	2,100	2,100
	Industrial Workforce	Stipends	10-20-13260-09-61420	-	350	350
	Industrial Workforce	Stipends	10-20-13260-13-61420	-	700	700
	Director-Workforce Education	Stipends	10-20-41230-00-61420	420	700	1,120
	Campus Management Admin	Stipends	10-20-42110-00-61420	-	1,050	1,050
	Instructional Support	Stipends	10-20-42220-00-61420	-	350	350
	Testing	Stipends	10-20-42230-00-61420	-	350	350
	Student Affairs	Stipends	10-20-51110-00-61420	-	700	700
	Technology Services	Stipends	10-20-62310-00-61420	-	1,400	1,400
	Campus Police	Stipends	10-20-63510-00-61420	-	1,400	1,400
	General Services	Stipends	10-20-71110-00-61420	-	3,150	3,150
	Cosmetology	Stipends	10-30-13120-01-61420	-	1,050	1,050
	Industrial Workforce	Stipends	10-30-13260-13-61420	-	1,050	1,050
	Transportation	Stipends	10-30-13280-01-61420	3,420	1,400	4,820
	Campus Management Admin	Stipends	10-30-42110-00-61420	3,000	700	3,700
	Music	Stipends	10-40-11230-00-61420	-	350	350
	Humanities	Stipends	10-40-11310-00-61420	-	1,400	1,400
	Mathematics	Stipends	10-40-11410-00-61420	-	700	700
	Communications	Stipends	10-40-11540-00-61420	-	350	350
	Biology	Stipends	10-40-11640-00-61420	-	700	700
	Social Sciences	Stipends	10-40-11710-00-61420	-	1,750	1,750
	Education	Stipends	10-40-14110-00-61420	-	350	350
	Campus Management Admin	Stipends	10-40-42110-00-61420	420	1,050	1,470
	Instructional Support	Stipends	10-40-42220-00-61420	-	350	350
	Bachelor of Science Nursing	Stipends	10-50-12115-00-61420	420	700	1,120
	Information Technology	Stipends	10-50-13110-00-61420	-	350	350
	Fire	Stipends	10-50-13150-00-61420	-	700	700
	Fire (Non-Credit)	Stipends	10-50-13250-06-61420	9,000	350	9,350
	Athletics Administration	Stipends	15-10-91110-00-61420	9,260	3,850	13,110
	Rodeo	Stipends	15-10-91160-00-61420	26,320	700	27,020
	Golf	Stipends	15-10-91170-00-61420	-	350	350
	Food Services	Stipends	15-10-91310-00-61420	-	8,750	8,750
	Carter Ag	Stipends	15-10-91410-00-61420	8,500	1,050	9,550
	Dormitories	Stipends	15-10-92110-00-61420	2,000	1,750	3,750
	Student Activities	Stipends	15-10-92210-00-61420	-	1,050	1,050
	Intramurals	Stipends	15-10-92240-00-61420	-	350	350
	Student Support Services	Stipends	22-00-59110-00-61420	-	1,750	1,750
	Talent Search	Stipends	22-00-59120-00-61420	1,260	2,800	4,060
	Upward Bound	Stipends	22-00-59130-00-61420	-	2,100	2,100
	General	Transfer from Reserves	10-10-00000-00-47130	-	(254,100)	(254,100)
	General	Transfer from Reserves	10-20-00000-00-47130	(425,612)	(24,500)	(450,112)
	<i>(To record the transfer from reserves for the Christmas bonuses.)</i>					



**Weatherford College Board of Trustees
Consent Agenda**

DATE: December 10, 2020

AGENDA ITEM #4.h.

SUBJECT: Authorization of 60-month Lease with Novatech, Inc. for Copiers and Printers under DIR-CPO-4439 Appendix E Master Lease Agreement

INFORMATION AND DISCUSSION: Our lease for copiers and printers with Novatech, Inc. reached the end of its term last February and we have been operating under a month-to-month arrangement since. The college's current and future needs have been analyzed and we coordinated with Novatech, Inc. to develop an inventory of new equipment that we would like to incorporate on a new 60-month lease, which is shown on the attached Schedule A. The new lease and minimum maintenance costs have increased from the current amount of \$10,477.00 to \$10,485.00 per month for a total cost of \$629,100.00 for 60 months. Administration requests approval to enter into DIR-CPO-4439 State of Texas Contract with Novatech, Inc. for rental of equipment described herein pursuant to the terms of DIR-CPO-4439 Appendix E Master Lease Agreement.

RECOMMENDATION: That the Board of Trustees approve rental of equipment with Novatech, Inc. on Schedule A per DIR-CPO-4439 Appendix E Master Lease Agreement

ATTACHMENTS: DIR Equipment Schedule A – Financial Details and DIR-CPO-4439 Appendix E Master Lease Agreement

SUBMITTED BY: Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Affairs

DIR-CPO-4439 Appendix E

MASTER LEASE AGREEMENT

1. Scope.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Supplementary Schedule (“Schedule”), which is a separate agreement executed from time to time by Lessor and Lessee and makes specific reference to this Master Lease Agreement (“MLA”). The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA and made subject to such terms and conditions as if a separate MLA were executed for each Schedule by the Lessee. Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within a Rider to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term “Equipment” shall refer to the Products and any related Services as allowed within said Contract number DIR-CPO-4439, as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all documentation (technical and/or user manuals), operating system and application software as needed.

If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Equipment for its own use, DIR is not a party to any Schedule executed under this MLA and is not responsible for Rents, payments or any other obligations under such Lessee’s Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or the Lessor or both of them arising from the use of this MLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 of this MLA.

Any reference to “MLA” shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by DIR and Lessor.

As to conditions precedent to Lessor’s obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the Schedule, the Acceptance Certificate, Opinion of Counsel, and any other documentation as may be required by the Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee’s financial condition except as provided for within Section 7 of this MLA.

2. Term of MLA.

The term of this MLA shall commence on the last date of approval by DIR and Lessor of Amendment Number XXX (XX) and shall continue until (i) the obligations of Lessee under every Schedule are fully discharged, (ii) the full and final expiration date of the Contract, or (iii) either party exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3. Term of Schedule.

The term for each Schedule, executed in conjunction to this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 of this MLA.

4. Administration of MLA.

- (a) For requests involving the leasing of Equipment, each potential Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within the Contract or the price as agreed upon by Lessee and Lessor, whichever is lower. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee.
- (b) All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" in regards to the requirements of the Lessor to report the sale and make payment of the DIR administrative fee as defined within Section 5 of the Contract.
- (c) Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number DIR-CPO-4439 on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Schedule terms and conditions shall control in all respects.
- (d) Nothing herein shall require the Lessor to use this MLA exclusively with Lessees. Further, this MLA shall not constitute a requirements Agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5. Rent Payments.

During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is \$3,000 and the Scheduled Commencement date is the 15th of the month, a payment of \$1,500 will be made.

Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be held as non-interest bearing security for Lessee's faithful performance under the conditions of this MLA and any Schedule. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to the Lessor. Any sum received by the Lessor later than ten (10) business days after its due date will bear interest from such due date at the rate of one-percent (1%) per month (or the maximum rate allowable by law, if less) until paid. Late charges, attorney's fees and other costs or expenses necessary to recover Rent Payments and any other amounts owed by Lessee hereunder are considered an integral part of this MLA.

Each Schedule is a net lease and except as specifically provided herein, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.

"Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal), and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6. Liens and Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those in favor of Lessor or its assigns, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon receipt of an accurate invoice, as an additional sum payable under this MLA, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal

property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, from which the Lessee is not exempt, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor. Any tax statement received by the Lessor, for taxes payable by the Lessee, shall be promptly forwarded by the Lessor to the Lessee for payment.

7. Appropriation of Funds.

- (a) This paragraph applies only to Lessees designated as state agencies defined in Section 2054.003, Texas Government Code, including institutions of higher education as defined in Texas Education Code, Section 61.003 and those state agencies utilizing a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be so terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

- (b) This paragraph applies only to Lessees designated as local government entities.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds

are not appropriated for Lessee to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of the Lessee beyond the Fiscal Period first in effect at the commencement of the Schedule Term, the Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period first in effect at the commencement of the Schedule Term will cease, all interests of Lessee in the Asset(s) will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term.

8. Selection of Equipment.

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor agrees, to the extent they are assignable, to assign the Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9. Inspection and Acceptance.

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10th) business day. Lessor, its assigns or their agents, shall be permitted free access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10. Installation and Delivery; Use of Equipment; Repair and Maintenance.

- (a) All transportation, delivery, and installation costs associated with the Equipment shall be borne by the Lessee. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee's desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor.
- (b) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment in good working order, repair, appearance and condition (reasonable wear and tear is acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, and all insurance requirements, if any, with regard to the use, operation or maintenance of the Equipment.
- (c) Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each unit of Equipment. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 13B of this MLA, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor.

11. Relocation of Equipment.

Lessee shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee within the continental United States, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) Lessee pays all costs of, and provides adequate insurance during such movement, and (iv) Lessee pays all costs otherwise associated with such relocation. Notwithstanding the foregoing, Lessee may move the Equipment to another location within Texas without notification to, or the consent of, Lessor. Provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12. Ownership.

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements necessary to ensure that the Equipment remain the personal property of Lessor.

13. Purchase and Renewal Options; Location and Surrender of Equipment.

- (a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) renew the Schedule as to all but not less than all of the Equipment, or (ii) purchase all but not less than all of the Equipment for cash or by the Lessor's acceptance of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for a price equal to the amount set forth in the Schedule. If the Fair Market Value (FMV) Purchase Option was selected on the Schedule, the FMV shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee desires to exercise either option, it shall give Lessor irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together with all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee without any representation or warranty of any kind, express or implied, title to such Equipment. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTIONS DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.
- (b) The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent and in accordance with Section 11 of this MLA. Upon the expiration, early termination as provided herein, or upon final termination of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, shall immediately disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment ("Return Condition"), reasonable wear and tear excepted. Lessee shall, at Lessor's request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor's ownership and Lessee shall not permit their removal or concealment. Lessee shall return the Equipment to Lessor at a location specified by Lessor, provided, however, such location shall be within the United States no farther than 500 miles from the original Lessee delivery location,

unless otherwise agreed to on the applicable Schedule. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Lessee shall arrange and pay for the de-installation and packing of the Equipment and the de-installation shall be performed by manufacturer-certified technicians, approved by Lessor and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. IF, UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON, LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR. Notwithstanding the foregoing, Lessor shall have the right, without notice or demand, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Equipment. As an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Texas, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

14. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 23 of the MLA) has not occurred.

15. Warranties.

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16. No Warranties.

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY EQUIPMENT WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED

DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEROF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

17. Indemnification.

- (a) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence (excluding the gross negligence or willful misconduct of Lessor). Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands, and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the MLA or a Schedule whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.
- (b) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR individually and collectively assume all risks and liabilities with respect to any claim made by any third party that the lease arrangements herein are not authorized by law. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR agree to indemnify, save and hold harmless Lessor from any and all such claims and all expenses incurred in connection with such claims or to defend against such claims, including without limitation any judgments by a court of competent jurisdiction or settlement or compromise with such claimant.
- (c) Lessor is the owner of the Equipment and has title to the Equipment. If any other person attempts to claim ownership of the Equipment by asserting that claim against Lessee or through Lessee, Lessee agrees, at its expense, to protect and defend Lessor's title to the Equipment. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment.

18. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV" as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

19. Insurance.

At its expense, Lessee shall keep the Equipment insured against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor or its assign(s) named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor or its assign(s) named as an additional insured. Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lessor. Lessee shall pay the premiums therefor and deliver to Lessor or its assign(s) the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessor or its assign(s) of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Schedule Commencement Date of each Schedule and from time to time as Lessor or its assign(s) may request. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. Lessee may self-insure with respect to the required coverage.

Further, Lessees that are defined as state agencies in accordance with Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, may self-insure their obligations in this section.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

- (a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;
- (b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable in accordance with its terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;
- (d) The entering into and performance of any Schedule between Lessor and Lessee, the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;
- (e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule between Lessor and Lessee;
- (f) The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and
- (g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representation and Warranties of DIR.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MLA:

- (a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided the Lessee or the Lessor with any legal or management advice regarding the MLA or any Schedule executed pursuant thereto;
- (b) This MLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding Agreement of DIR, enforceable in accordance with its terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MLA;
- (d) The entering into and performance of the MLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Equipment pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;
- (e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MLA;
- (f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract;
- (g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law; and
- (h) DIR is a government agency subject to the Texas Public Information Act. Lessor acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney Generals' office concerning this Act.

22. Representations and Warranties of Lessor.

- (a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;
- (b) The MLA and each Schedule executed in conjunction to this MLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule;

- (d) The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound; and
- (e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable; (b) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (c) failure by Lessee to perform or observe any other term, covenant or condition of this MLA, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; (d) insolvency by Lessee; (e) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (f) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (g) any representation or warranty made by Lessee in this MLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being or becoming untrue in any material respect.

24. Remedies.

- (a) Upon the occurrence of an "Event of Default" and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following: (i) After giving fifteen (15) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate any or all Schedules executed by Lessor and the defaulting Lessee; (ii) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule and/or recover damages, including all of Lessor's economic loss for the breach thereof; (iii) whether or not the Schedule is terminated, upon notice to Lessee, take possession of the Equipment wherever located, without demand, liability, court order or other process of law, and for such purposes Lessee, to the extent authorized by Texas law, hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Equipment is located or cause Lessee, and Lessee hereby agrees, to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Equipment is not returned to or repossessed by Lessor, the present value of the estimated in-place fair market value of the Equipment at the end of the Schedule Term as determined by Lessor, each discounted at a rate equal to the rate used by Lessor for business

opportunity analysis; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and (d) interest on (a) and (b) from the date of default at 1 ½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.

- (b) Upon return or repossession of the Equipment, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Equipment, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Equipment, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Equipment shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Equipment shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at the Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Equipment, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.
- (c) No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.
- (d) Neither DIR nor non-defaulting Lessees shall be deemed in default under the MLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

25. Notices and Waivers.

All notices relating to this MLA shall be delivered to DIR or the Lessor as specified within Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original

signature document for all purposes. This MLA and those Schedules in conjunction hereof are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Default shall not be a waiver of any other or subsequent Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

- (a) Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MLA, any Schedule and/or any Equipment; and/or (iii) sell or transfer its title and interest as owner of the Equipment and/or as Lessor under any Schedule; and DIR and each Lessee leasing Equipment under the MLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MLA. Each Lessee leasing Equipment through Schedules under this MLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Each Lessee leasing Equipment through Schedules under this MLA and DIR acknowledge that the assigns do not assume Lessor's obligations hereunder and agree to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which DIR or the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

- (b) **LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE OR OTHERWISE ENCUMBER, OR PERMIT A LIEN TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE, OR THE EQUIPMENT, OR REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ON THE SCHEDULE, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT EXCEPT AS PROVIDED IN SECTION 11 OF THIS MLA. LESSOR MAY ASSIGN ITS INTEREST IN THIS LEASE AND SELL OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF THE EQUIPMENT WITHOUT LESSEE'S CONSENT. LESSEES THAT ARE STATE AGENCIES, WITHOUT WAIVING THE DOCTRINE OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND ONLY AS MAY BE AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREE THAT IN ANY ACTION BROUGHT BY AN ASSIGNEE AGAINST LESSEE TO ENFORCE LESSOR'S RIGHTS HEREUNDER, LESSEE WILL NOT ASSERT AGAINST SUCH ASSIGNEE AND EXPRESSLY WAIVES AS AGAINST ANY ASSIGNEE, ANY BREACH OR DEFAULT ON THE PART OF LESSOR HEREUNDER OR ANY OTHER DEFENSE, CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR EITHER HEREUNDER OR OTHERWISE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION, TERM OR CONDITION REQUIRED TO BE PERFORMED BY LESSOR HEREUNDER.** Without the prior written consent of Lessor,

DIR shall not assign, sublease, transfer, pledge or hypothecate the Master Lease Agreement; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the contract to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance; (b) Opinion of Counsel; (c) proof of self-insurance acceptable to Lessor; (d) Financial Statements; (e) Incumbency Certificate; and (f) Other documents as reasonably required by Lessor.

28. Lessee's Waivers.

To the extent permitted by applicable law, Lessee hereby waives the following rights and remedies conferred upon Lessee by the Uniform Commercial Code: to (i) cancel any Schedule under the MLA; (ii) repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time.

29. Security Interest and UCC Filings.

To secure payments hereunder, Lessor reserves and Lessee hereby grants to Lessor a continuing security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereof. When all of the Lessee's obligations under this MLA and respective Schedules have been fully paid and satisfied, Lessor's security interest shall terminate. Nothing contained herein shall in any way diminish Lessor's right, title, or interest in or to the Equipment. Lessor and Lessee agree that a reproduction of this MLA and/or any associated Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code ("UCC"). Lessee hereby appoints Lessor, its agents, successors or assigns its true and lawful attorney-in-fact for the limited purpose of executing and filing on behalf of Lessee any and all UCC Financing Statements which in Lessor's sole discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

30. Miscellaneous.

- (a) **Applicable Law and Venue.** The MLA and each Schedule SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of a dispute between the parties, exclusive venue for any legal action shall be in the state court where

Lessee has its principal office or where the Equipment is located, with the following exception: if a Lessee is designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, then exclusive venue shall be in the state district court of Travis County, Texas.

- (b) Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an “Original” for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts shall be deemed to be a “Copy”. NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY “COPY” OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE “ORIGINAL” COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.
- (c) Suspension of Obligations of Lessor. Prior to delivery of any Equipment, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control.
- (d) Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.
- (e) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in this MLA and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MLA and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MLA and Contract Number DIR-TSO-XXX and that both contain the entire agreement between them. Neither this MLA nor any Schedule may be altered, modified, terminated, or discharged except by a writing signed by the party against whom enforcement of such action is sought.
- (f) Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.
- (g) Language context. Whenever the context of this MLA requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor.
- (h) Lessor Certifications. Lessor certifies that:
 - (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this MLA and/or any Schedules executed hereunder;

- (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006, Texas Family Code and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;
- (iii) neither it , nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) it has not received payment from DIR, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;
- (v) during the term of this MLA, it will not discriminate unlawfully against any employee or applicant and that, upon request it will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision making authority,
- (vi) under Section 2155.004, Texas Government Code, the Lessor certifies that the individual or business entity named in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate;
- (vii) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the MLA;
- (viii) Lessor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
- (ix) as of the effective date of the MLA, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (x) to the extent applicable to this scope of this MLA, Lessor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;
- (xi) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;
- (xii) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All

Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

- (xiii) Lessor agrees that any payments due under this MLA will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (xiv) Lessor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; if Section 669.003 applies, Vendor will complete the following information: Name of Former Executive; Name of State Agency; Position with Vendor and Date of Employment with Vendor.
- (xv) Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;
- (xvi) Lessor represents and warrants that the Lessee's payment to Lessor and Lessor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;
- (xvii) Under Section 2155.006, Government Code, Lessor certifies that the individual or business entity in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate. In addition, Lessor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the MLA; and (xviii) Lessor certifies that it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures.. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

During the term of the MLA, Lessor shall, for itself and on behalf of its subcontractors, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Lessor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties

- (i) **Dispute Resolution.** The following paragraph applies only to Lessees designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter. To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and rules promulgated

there under shall be used by the Lessee and Lessor to attempt to resolve any claim for breach of agreement made by Lessor.

(j) Sovereign Immunity. Nothing herein shall be construed to waive the State's sovereign immunity.

(k) 31. Amendments.

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and DIR.



DIR Equipment Schedule A - Financial Details

Campus Location / Building	Model / Item	60 Month Lease
350 College Park Dr. / Softball Field Office	Konica Minolta bizhub C250i	\$84
225 College Park Dr. / DOSS Student Center Food Services, Room 124	Konica Minolta bizhub C250i	\$84
225 College Park Dr. / DOSS Student Center Food Services	Konica Minolta bizhub C250i	\$71
350 College Park Dr. / Baseball Field Office	Konica Minolta bizhub C250i	\$84
5180 Highway 380 / Bridgeport Campus, Library, 1st Floor	Konica Minolta bizhub C250i	\$62
5180 Highway 380 / Bridgeport Campus, Library, 1st Floor	Konica Minolta bizhub C250i	\$62
401 College Park Dr. / Coyote Village 3A, Room 3108	Konica Minolta bizhub C250i	\$84
225 College Park Drive / Business Building, Office 104B	Konica Minolta bizhub C300i	\$94
2606 South Main Street / ASC Building	Konica Minolta bizhub C300i	\$94
225 College Park Drive / Business Building, Room 101	Konica Minolta bizhub C300i	\$102
225 College Park Dr. / Agricultural Building, Hallway	Konica Minolta bizhub C300i	\$94
5180 Highway 380 / Bridgeport Campus, Testing Center	Konica Minolta bizhub C300i	\$94
225 College Park Dr. / Student Services Building, veteran services	Konica Minolta bizhub C250i	\$84
225 College Park Dr. / AGRI Police Department	Konica Minolta bizhub C450i	\$123
225 College Park Dr. / JKNB Copy Room, #137	Konica Minolta bizhub C450i	\$132
225 College Park Dr. / Liberal Arts Building, Switchboard 1st floor	Konica Minolta bizhub C450i	\$128
225 College Park Dr. / Health Sciences Building, Room 111	Konica Minolta bizhub C450i	\$125
225 College Park Dr. / Business Building, Room 108B	Konica Minolta bizhub C450i	\$125
225 College Park Dr. / Fine Arts Building, Box Office	Konica Minolta bizhub C450i	\$128
401 College Park Dr. / Coyote Village Housing Office, front office	Konica Minolta bizhub C450i	\$115
225 College Park Dr. / Health Sciences Building, Room 202, hcls	Konica Minolta bizhub C450i	\$133
225 College Park Dr. / Library, 2nd Floor, #205	Konica Minolta bizhub C450i	\$125
225 College Park Dr. / Library, 1st Floor	Konica Minolta bizhub C450i	\$115
225 College Park Dr. / Library, 2nd Floor	Konica Minolta bizhub C450i	\$123
225 College Park Dr. / Library, 1st Floor	Konica Minolta bizhub C450i	\$123
225 College Park Dr. / Gymnasium, Room 129	Konica Minolta bizhub C450i	\$115
225 College Park Dr. / Student Services Building, Lower Floor	Konica Minolta bizhub C450i	\$115
225 College Park Dr. / Student Services Building, upper floor stsv 106	Konica Minolta bizhub C450i	\$115
225 College Park Dr. / BOYD #213	Konica Minolta bizhub C450i	\$125
225 College Park Dr. / Student Services Building, Room 1, Lower Floor	Konica Minolta bizhub C450i	\$132
225 College Park Dr. / ACAD, Room 121	Konica Minolta bizhub C450i	\$128
225 College Park Dr. / JKNB Testing Center	Konica Minolta bizhub C450i	\$128
225 College Park Dr. / Student Services Building, Room 116	Konica Minolta bizhub C450i	\$115
210 North Jones Street / Granbury Campus, Administration Office	Konica Minolta bizhub C450i	\$115
5180 Highway 380 / Bridgeport Campus, staff break room, 2nd floor	Konica Minolta bizhub C450i	\$118
5180 Highway 380 / Bridgeport Campus, workforce continuing ed.	Konica Minolta bizhub C450i	\$127
5180 Highway 380 / Bridgeport Campus, 1st floor break room first hall	Konica Minolta bizhub C450i	\$118
225 College Park Dr. / Student Services Building, Room 115	Konica Minolta bizhub C450i	\$130

Campus Location / Building	Model / Item	60 Month Lease
210 North Jones Street / Granbury Campus, Administration Office	Konica Minolta bizhub C450i	\$115
225 College Park Dr. / Student Services Building, Room 111	Konica Minolta bizhub C450i	\$128
704 Hood Road / Mineral Wells Campus Administration Office	Konica Minolta bizhub C550i	\$152
5180 Highway 380 / Bridgeport Campus	Konica Minolta bizhub C550i	\$147
5180 Highway 380 / Bridgeport Campus Business Services, 1st Floor	Konica Minolta bizhub C550i	\$151
225 College Park Dr. / BOYD Room 111	Konica Minolta bizhub C650i	\$197
225 College Park Dr. / Mince Building, Room 215	Konica Minolta bizhub C650i	\$186
225 College Park Dr. / Business Building, Room 104	Konica Minolta bizhub C750i	\$247
225 College Park Dr. / Business Building, Room 209 work room	Konica Minolta bizhub C750i	\$247
225 College Park Dr. / Mince Building, graphic arts, 1st floor	Konica Minolta bizhub C750i	\$261
225 College Park Dr. / General Academics Building, Room 225	Konica Minolta bizhub C750i	\$243
225 College Park Dr. / Liberal Arts Building, Switchboard 1st floor	Konica Minolta bizhub 808	\$203
NEW - 225 College Park Dr. / Student Services Workforce, #102	Konica Minolta bizhub C450i	\$128
NEW - 210 North Jones Street/ Granbury Campus	Konica Minolta bizhub C250i	\$84
NEW - 225 College Park Dr. / Mince Building, Room 215	Konica Minolta bizhub C450i	\$128
NEW - 1710 Martin Drive / Kingsley Building (Blue Stem Studio)	Konica Minolta bizhub C450i	\$128
NEW - 225 College Park Dr. / LART ASC, Room 2	Konica Minolta bizhub C250i	\$84
225 College Park Dr. / Student Services Building, Room 115	Konica Minolta bizhub 4402P	\$8
225 College Park Dr. / Student Services Building, lower floor	Konica Minolta bizhub 4402P	\$10
225 College Park Dr. / LART, Room A	Konica Minolta bizhub 4402P	\$8
401 College Park Dr. / Coyote Village CC Student Lab	Konica Minolta bizhub 4402P	\$8
225 College Park Dr. / Student Services Building, Roomn 115	Konica Minolta bizhub 4402P	\$8
225 College Park Dr. / Student Services Building, Room 102B	Konica Minolta bizhub 4402P	\$8
5180 Highway 380 / Bridgeport Campus	Konica Minolta bizhub 4402P	\$8
5180 Highway 380 / Bridgeport Campus, Cosmetology	Konica Minolta bizhub 4402P	\$8
5180 Highway 380 / Bridgeport Campus, 2nd Floor	Konica Minolta bizhub 4402P	\$8
225 College Park Dr. / Library, 2nd Floor, Room 205	Konica Minolta bizhub 4402P	\$8
210 North Jones Street / Granbury Campus, ECGB testing center	Konica Minolta bizhub 4402P	\$8
704 Hood Road / Mineral Wells Campus, Room 105	Konica Minolta bizhub 4402P	\$8
722 East Oak Street; Wweatherford TX. / WFDXTXC	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Liberal Arts Bldg., Room 10, sr. vp. of instruction	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Liberal Arts Building, Room 14B	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Liberal Arts Building, Room 102	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Faculty Offices Building, Room 101	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Faculty Offices Building, Room 107	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Faculty Offices Building, Room 109	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Faculty Offices Building, Room 102	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / BOYD, Room 202	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / BOYD, Room 212	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / ACAD, Room 121	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / BOYD, Room 205	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / BOYD, Room 206	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / BOYD, Room 210	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Mince Building, Library, 1st Floor	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Mince Building, Room 214	Konica Minolta bizhub C3300i	\$13

Campus Location / Building	Model / Item	60 Month Lease
225 College Park Dr. / Business Building, Room 210	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Business Building, upstairs, radiology	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Business Building, Room 103B	Konica Minolta bizhub 4402P	\$12
225 College Park Dr. / General Academics Building, Room 215	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Health Sciences Building, Room 201	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Health Sciences Building, Room 101	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Library, 1st Floor	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / LART, Room 119	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / BOYD, Room 208	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / JKNB Testing Center	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Student Services Building, Room 12A	Konica Minolta bizhub 4402P	\$13
225 College Park Dr. / JKNB, Room 139	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / LART, Room 120	Konica Minolta bizhub C3300i	\$13
210 North Jones Street / Granbury Campus, Education Center, 2nd Floor	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Student Services Building, Room 115C	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / JKNB Testing Center	Konica Minolta bizhub C3300i	\$13
5180 Highway 380 / Bridgeport Campus, WCWC Room 2A	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Student Services Building, Room 116	Konica Minolta bizhub C3300i	\$13
5180 Highway 380 / Bridgeport Campus, testing lab	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Library CRew	Konica Minolta bizhub C3300i	\$13
5180 Highway 380 / Bridgeport Campus, business services, 1st Floor	Konica Minolta bizhub 4402P	\$8
704 Hood Road / Mineral Wells Campus, library	Konica Minolta bizhub C3300i	\$13
704 Hood Road / Mineral Wells Campus / ECMW HVAC	Konica Minolta bizhub C3300i	\$13
704 Hood Road / Mineral Wells Campus, Cosmetology	Konica Minolta bizhub C3300i	\$13
210 North Jones Street / Granbury Campus, ecg Room 203	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Student Services, Room 118	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / BOYD, #101Z	Konica Minolta bizhub C3300i	\$13
NEW - 225 College Park Dr. / BOYD 204	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / MINCE Building, Room 202	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Fine Arts Building, room 107	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / JKNB, Room 137	Konica Minolta bizhub 4402P	\$8
225 College Park Dr. / DOSS Student Services Building, Room 125	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Liberal Arts Building, first floor room 1	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Student Services Building, Room 125	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Business Building, business office, lower floor	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Business Building, business office room 108B	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Business Building, next to front door	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Business Building, #103B	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Mince Building, #102	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Business Building, Room 229	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Fine Arts Building, Room 107A	Konica Minolta bizhub C3300i	\$13
225 College Park Dr. / Mince Building, second floor	Konica Minolta bizhub C3300i	\$13
225 College Park Blvd. / Agricultural Building, ship & rec	Konica Minolta bizhub 4402P	\$8
225 College Park Dr. / JKNB, Room 138	Konica Minolta bizhub 4402P	\$8
225 College Park Dr. / Liberal Arts Building, first floor, room 2	Konica Minolta bizhub 4402P	\$8

Campus Location / Building	Model / Item	60 Month Lease
225 College Park Dr. / Business Bldg., business office, accounts payable	HP LJ Pro M404dn	\$8
225 College Park Dr. / Mince Building, lower floor, graphic arts wfp	Canon PRO 4100	\$126
All	PaperCut 5-yr	\$583
TOTAL LEASE PAYMENT		\$8,580

Base Allowance		
Initial Base for B4402P with price per page for service - B&W:	0 @ 0.0203	
Initial Base for MFPs with Price per Page for Service - B&W	150,000 @ 0.0049	\$735
Initial Base for MFPs with Price per Page for Service - Color	15,000 @ 0.045	\$675
Initial Base for C3300i with Price per Page for Service - B&W	25,000 @ 0.009	\$225
Initial Base for C3300i with Price per Page for Service - Color	2,000 @ 0.079	\$158
Existing HP Models (9) with Price per Page for Service - B&W	9,000 @ 0.009	\$81
Existing HP Models (9) with Price per Page for Service - Color	338 @ 0.089	\$31
Total Minimum Service Payment (Monthly Allowance)		\$1,905

Total Monthly Payment		\$10,485
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Note: All overages billed quarterly for B&W / Color copies and prints

HPs already @ Weatherford College that we are servicing only (no lease)	Model	
225 College Park Blvd. / Agricultural Building, shop office	HP LJ 3800	E2726
225 College Park Dr. / Student Services Building, continuing education	HP LJ 4350	E2735
225 College Park Dr. / TEPS Building, first floor, room 138	HP LJ 4350	E2742
225 College Park Dr. / Student Services, Finl. Aid	HP LJ 9050	E2737
225 College Park Dr. / Business Building, business office room 106B	HP LJ 9050	E2744
225 College Park Dr. / Student Services, Bus. Svc., 1st Floor, Room 115	HP LJ 9050 mfp	E2738
225 College Park Dr. / Liberal Arts Building, first floor room 10	HP LJ CP3505	E2722
704 Hood Road / Mineral Wells Campus, administration	HP LJ M553	DAL02508
225 College Park Dr. / Faculty Offices Building, adm. Building, room 202	HP LJ P2015	E2727

Authorized Signature

Company Name: Weatherford College Name (Print): Andra R Cantrell Signature: Andra R Cantrell Title: Executive Vice President 11/19/20

This Schedule A is a Schedule to the MLA (Master Lease Agreement) entered into accordance with the terms and conditions, Appendix "E", of the MLA and Texas DIR-CPO-4439.



Weatherford College Board of Trustees

DATE: December 10, 2020

AGENDA ITEM #5

SUBJECT: Consideration and Possible Action: 2019-20 Financial Audit

INFORMATION AND DISCUSSION: Snow Garrett Williams are in the process of finalizing the financial audit for the fiscal year ending August 31, 2020. After discussion and final review of the audit by the administration on Tuesday, December the 8th, a copy of the Annual Financial and Compliance Report for the year ended August 31, 2020 will be e-mailed to the board of trustees for review. The management letter will be distributed to the Board at the Board meeting on December the 10th. Representatives from Snow Garrett Williams will be at the Board meeting to present the audit and to answer any questions.

RECOMMENDATION: That the Board of Trustees approve the 2019-20 Financial Audit as presented.

SUBMITTED BY: Dr. Andra R. Cantrell, Executive Vice-President for Financial & Administrative Affairs



Weatherford College Board of Trustees

DATE: December 10, 2020

AGENDA ITEM #6

SUBJECT: GMP for Workforce and Emerging Technologies Building

INFORMATION AND DISCUSSION:

All bids have been received by the CMAR and the final Guaranteed Maximum Price has been calculated. A representative of the CMAR will be available to respond to any questions the trustees may have.

RECOMMENDATION:

ATTACHMENTS: To be provided at the meeting

SUBMITTED BY: Dan Curlee, General Counsel



Weatherford College Board of Trustees

DATE: December 10, 2020

AGENDA ITEM #7

SUBJECT: Consideration and Possible Action on Order Authorizing the Issuance of Parker County Junior College District Consolidated Fund Revenue Bonds, Series 2020.

INFORMATION AND DISCUSSION: Matt Boles with RBC Capital Markets will be at the board meeting on Thursday to do a final presentation on the Revenue Bond to fund the Workforce and Emerging Technology Building. At this time, we are waiting on final numbers of the Total Project Cost from Rawley McCoy and Huckabee. Just as soon as this information is available and Matt has been able to run the numbers, we will get this information to you before the board meeting. At the meeting, you will be asked to vote and approve the Order Authorizing the Issuance of Parker County Junior College District Consolidated Fund Revenue Bonds, Series 2020.

RECOMMENDATION: That the Board of Trustees approve Order Authorizing the Issuance of Parker County Junior College District Consolidated Fund Revenue Bonds, Series 2020.

SUBMITTED BY: Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Affairs



Weatherford College Board of Trustees

DATE: December 10, 2020

AGENDA ITEM #8

SUBJECT: Approve Revised Weatherford College Mission Statement and 2021-2026 Strategic Goals

INFORMATION AND DISCUSSION:

The Weatherford College Mission Statement and Strategic Goals provide direction to the college's Academic Master Plan, Technology Master Plan, Facilities Master Plan, and overall College Annual Improvement Plans. The revised Mission Statement attached has been proposed by cabinet and shared with the college community at large for feedback and revisions. The revised Strategic Goals reflect necessary updates based on accomplished goals from the previous Strategic Plan and college surveys and focus groups held early in the 2020 calendar year.

RECOMMENDATION:

Review and approve 2021-2026 Proposed College Mission Statement and Strategic Goals.

ATTACHMENTS:

2021-2026 Proposed Weatherford College Mission Statement and Strategic Goals
2016-2021 (Current) Weatherford College Mission Statement and Strategic Goals

SUBMITTED BY: Dr. Arleen Atkins, Dean of Institutional Effectiveness

Proposed Weatherford College Mission Statement

Weatherford College embraces a culture of excellence, fostering the success of all of its students and enriching the communities it serves through innovative, affordable, and accessible learning and cultural opportunities.

EXPANDED MISSION AND PURPOSE STATEMENT

As a publicly supported, comprehensive community college, Weatherford College primarily serves the needs of the citizens of its service area through teaching, public service, and learning and cultural experiences.

Weatherford College offers courses pursuant to a spectrum of educational goals:

- Bachelor of Applied Science Degrees
- Associate of Arts degree
- Associate of Science degree
- Associate of Applied Science degrees
- Field of Study transfer majors
- Core transfer curriculum
- Workforce training
- Adult literacy and other basic skills
- Personal enrichment

Weatherford College maintains a culture of caring that encourages student pursuit of educational excellence. The College offers counseling and guidance to help students identify and attain their personal goals.

Weatherford College requires professional development of all full-time employees and encourages research to seek out, develop, and implement methods to improve student learning. Weatherford College also conducts research to ensure that the College offers programs that contribute to the cultural and economic wellbeing of the service area citizens.

Weatherford College fosters a culture that embraces diversity and inclusion. The college embraces continuous improvement through systematic and regular planning, execution, assessment, and improvement.

Proposed Weatherford College Strategic Goals 2021-2026

STRATEGIC GOAL 1: Through an Academic Master Plan and support unit Annual Improvement Plans that support local strategic goals and state strategic goals in 60X30TX, the college will promote student success and excellence in teaching and learning.

STRATEGIC GOAL 2: Weatherford College will implement a facilities master plan to guide decisions about

- renovation and preventative maintenance of existing facilities
- construction of new facilities
- ADA compliance
- land acquisition and usage
- infrastructure improvements
- appearance, parking, signage, and landscaping at all campuses

STRATEGIC GOAL 3: Weatherford College will enhance student engagement, leading to persistence and success, by providing access to, and excellence in, the following services:

- exceptional and consistent customer service, advising, and new student orientation, including full implementation of the Guided Pathways initiative
- expanded campus events, activities, and health and fitness opportunities
- campus safety and security
- health and mental health services
- disability and child care assistance

STRATEGIC GOAL 4: Weatherford College will periodically review, expand, and improve technology on all campuses to provide the following:

- highly available and effective information systems that support student success
- consistent and adaptable technology to serve the needs of students
- a safe technology environment that is protected from unauthorized access; corruption and non-availability; and exposure of student, faculty and staff data
- meaningful information from new automated systems to facilitate proactive fact-based decision-making that enhances the student experience
- robust integration between disparate information systems that foster process improvements and drive greater efficiencies.
- a technology service organization that efficiently removes barriers to success for students, faculty and staff.

STRATEGIC GOAL 5: Weatherford College will serve the community through enhanced partnerships and programs.

STRATEGIC GOAL 6: Weatherford College will implement administrative processes that promote institutional assessment and quality improvement; employee advancement; professional development; appropriate and equitable compensation; and, effective institutional communications

2016-2021 Weatherford College Mission:

Weatherford College enriches the lives of its students and the communities it serves through innovative, effective, affordable, and accessible learning opportunities.

As a publicly supported, comprehensive community college, Weatherford College primarily serves the needs of the citizens of its service area (Parker, Wise, Palo Pinto, Jack, and Hood Counties) through teaching, research, public service, and learning.

Weatherford College offers courses pursuant to a spectrum of educational goals:

- Associate in Arts degrees
- Associate in Science degree
- Associate of Applied Science degrees
- Transfer core curriculum
- Workforce training
- Adult literacy and other basic skills
- Personal enrichment

Weatherford College maintains a friendly and respectful environment that encourages student pursuit of educational achievement, and offers counseling and guidance to help students identify and attain their goals.

Weatherford College requires professional development of all full-time employees and encourages research to seek out, develop, and implement methods to improve students learning. Weatherford College also conducts research to ensure the College offers programs that contribute to the cultural and economic wellbeing of the service area citizens.

Weatherford College fosters a culture that embraces diversity and inclusion. The college embraces continuous improvement through systematic and regular planning, execution, assessment, and improvement.

2016-2021 Weatherford College Strategic Goals

Strategic Goal 1: Through an Academic Master Plan and support unit Annual Improvement Plans, the college will address student success and improvements in teaching and learning.

Strategic Goal 2: Weatherford College will implement a facilities master plan to guide decisions about

- renovation and preventative maintenance of existing facilities;
- construction of new off-campus facilities;
- land acquisition and usage;
- infrastructure improvements; and
- appearance, parking, signage, and landscaping at all campuses.

Strategic Goal 3: Weatherford College will enhance student engagement leading to persistence and success by conducting feasibility studies and/or addressing student concerns regarding

- campus safety
- health and mental health services
- affordable and flexible child care services
- expanded campus events, activities, recreational facilities, and organizations

Strategic Goal 4: Weatherford College will expand and improve technology on all campuses to provide the following

- adequate and accessible wi-fi
- consistent technology available to all instructors in all campus classrooms
- a learning management system that is regularly updated and reviewed for adequacy
- a student information system that provides capability to support research and reporting.

Strategic Goal 5: Weatherford College will serve the communities in its service area through community partnerships, community programs, and enhanced communication regarding college activities.

Strategic Goal 6: Weatherford College will promote employee advancement; professional development; and appropriate and equitable compensation.



Weatherford College Board of Trustees Report

DATE: December 10, 2020

AGENDA ITEM #9.a.

SUBJECT: Guided Pathways Update: Numbers with Heart/Quality Enhancement Plan (QEP)

INFORMATION AND DISCUSSION:

Pathways Update:

The Pathways Leadership Team completed Texas Pathways Institute #2: Mapping Pathways to Students' End Goals I – Careers; Action Plan in development.

The Pathways Leadership Team completed coaching sessions with Dr. Linda Garcia.

Weatherford College Learning Community is resuming activities in Spring 2021.

The Suspension and Appeals Taskforce has developed recommendations for improving student success and retention.

QEP Update:

The QEP Implementation Team has defined student success outcomes appropriate for our topic, "Enhancing the Success of Students through an Umbrella of Resources."

Student Success Outcomes Related to Goals

Students will engage with the WC community through the onboarding process.

Students will select a career goal and pathway for achieving success based on their personal awareness of interests, aptitudes and abilities.

Students will demonstrate personal responsibility in their successful completion of orientation and first semester of college.

Students will align their assessments with needed resources through the support of assigned advisors and faculty mentors.

The committee has also selected "WC ROOTS to Rise" as our slogan. (Resources Opening Opportunities To Students). The Communication Task Force is currently working on branding our slogan to be completed by the end of January.

The next QEP Implementation Team meeting is scheduled for December 3, 2020, with a goal of establishing action steps and a timeline for the QEP.

Update: Quality Enhancement Plan

The QEP Implementation Team has defined student success outcomes appropriate for our topic, "Enhancing the Success of Students through an Umbrella of Resources".

The committee has also selected “WC ROOTS (Resources Opening Opportunities To Students) to Rise” as our slogan. The Communication Task Force is currently working on branding our slogan to be completed by the end of January.

The next QEP Implementation Team meeting is scheduled for December 3, 2020, with a goal of establishing action steps and a timeline for the QEP.

SUBMITTED BY: Michael Endy, Vice President of Academics and Student Affairs



Weatherford College Board of Trustees Report

DATE: December 10, 2020

AGENDA ITEM # 9.b.

SUBJECT: Demand Study

INFORMATION AND DISCUSSION

Weatherford College Key Performance Indicators (KPI) Study - As part of our Pathways efforts, we examined WC KPI trends for the period Fall 2013 through Fall 2018 as well as trends occurring statewide. These data provided indicated several improvements and challenges for the College. These data and their implications are highlighted herein. A complete copy of the Weatherford College Texas Pathways Action and Assessment Plan KPI DATA 2020 is included with this report.

Improvements:

The College experienced a nine percent increase in its Hispanic student population during the period studied.

The number of students enrolling at WC with prior dual credit experience rose by ten percent.

No demographic group studies displayed a regression in percentages of hours completed during the period studied. Several cohort groups demonstrated improvement in this KPI.

For both prepared and underprepared students, the completion rates of six or more credit hours in term one increased by three to five percentage points.

Challenges:

The percentage of underprepared students increased by nearly fifteen percent for the period studied.

While retention and success rates generally trended upward throughout, the data indicated continuing patterns of non-success among student cohorts in several KPI.

Persistence from term one to two averaged seventy-six to seventy-eight percent. Still, successful completion of fifteen or more hours in year one typically lagged persistence by ten or more percentage points. These data indicated that just over half of our students completed a traditional semester's worth of coursework in the first year of studies.

While the completion rates for thirty or more hours in year one fell slightly for underprepared students and rose somewhat for prepared students, these rates remained troublingly low at approximately five and fourteen percent, respectively. The data indicated that, while the College was generating improved outcomes among various student cohort groups, delaying course attempts and hours earned continued to function as significant barriers to transfer and completion goals among all cohort groups.

Conclusion: The Weatherford College Pathways and QEP projects must focus on improving student attempts and completions from the beginning of each student's academic journey.

SUBMITTED BY: Michael Endy, Vice President of Academics and Student Affairs



Future Agenda Items:

- Approval of 2021-2022 Academic Calendar
- Order of Election for Board of Trustees
- Equities in Athletics Report



Upcoming Events

- Dec. 18 College closes at noon for the holidays (re-opening Jan. 4)
- Jan. 11 Spring Semester begins
- Jan. 13 Home basketball game (men, 7:00 p.m.)



**Weatherford College Board of Trustees
Closed Session**

DATE: December 10, 2020

AGENDA ITEM #12.a.

SUBJECT: Closed Session to Consult with College Attorney, in Accordance with Government Code 551.071

INFORMATION AND DISCUSSION: The Board of Trustees will enter into closed session to consult with the College attorney.

ATTACHMENTS: None.

SUBMITTED BY: Mac Smith, Chairman of the Board of Trustees



**Weatherford College Board of Trustees
Closed Session**

DATE: December 10, 2020

AGENDA ITEM #12.b.

SUBJECT: Deliberation of Real Property in Accordance with Government Code 551.072.

INFORMATION AND DISCUSSION: The Board may deliberate items regarding real property in accordance with Government Code 551.072.

RECOMMENDATION: None.

ATTACHMENT: None.

SUBMITTED BY: Mac Smith, Chairman of the Board of Trustees



**Weatherford College Board of Trustees
Closed Session**

DATE: December 10, 2020

AGENDA ITEM #12.c.

SUBJECT: Deliberation of Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee in accordance with Government Code 551.074.

INFORMATION AND DISCUSSION: The Board may deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

RECOMMENDATION: None.

ATTACHMENT: None.

SUBMITTED BY: Mac Smith, Chairman of the Board of Trustees



**Weatherford College Board of Trustees
Closed Session**

DATE: December 10, 2020

AGENDA ITEM #12.d.

SUBJECT: Board of Trustees Self-Assessment in Accordance with Government Code 551.074.

INFORMATION AND DISCUSSION: The Board will deliberate regarding the 2020 Board of Trustees Self-Assessment

RECOMMENDATION: None.

ATTACHMENT: None.

SUBMITTED BY: Mac Smith, Chairman of the Board of Trustees



Weatherford College Board of Trustees

DATE: December 10, 2020

AGENDA ITEM #13

SUBJECT: Deliberation of Real Property in Accordance with Government Code 551.072.

INFORMATION AND DISCUSSION: The Board may decide to act on items that include real property.

RECOMMENDATION: None.

ATTACHMENT: None.

SUBMITTED BY: Mac Smith, Chairman of the Board of Trustees



Weatherford College Board of Trustees

DATE: December 10, 2020

AGENDA ITEM #14

SUBJECT: Deliberation of Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee in accordance with Government Code 551.074.

INFORMATION AND DISCUSSION: The Board may decide to act on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

RECOMMENDATION: None.

ATTACHMENT: None.

SUBMITTED BY: Mac Smith, Chairman of the Board of Trustees