WCJC
BOARD OF TRUSTEES
AGENDA PACKAGE
FOR THE REGULAR BOARD MEETING

November 18, 2008

Prepared by the
Office of the President
Wharton County Junior College
### Members of the Board of Trustees
#### Wharton County Junior College District

<table>
<thead>
<tr>
<th>BOARD POSITION</th>
<th>NAME</th>
<th>TERM EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>P. D. (Danny) Gertson, III Chair</td>
<td>May 2012</td>
</tr>
<tr>
<td>5</td>
<td>Rick Davis</td>
<td>May 2012</td>
</tr>
<tr>
<td></td>
<td>Vice-Chair</td>
<td></td>
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<tr>
<td>9</td>
<td>Jack C. Moses Secretary</td>
<td>May 2010</td>
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<tr>
<td>6</td>
<td>Gerald R. Donaldson</td>
<td>May 2012</td>
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<tr>
<td>3</td>
<td>Georgia Krenek</td>
<td>May 2014</td>
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<tr>
<td>8</td>
<td>Oliver W. Kunkel, Jr.</td>
<td>May 2014</td>
</tr>
<tr>
<td>4</td>
<td>Phyllip W. Stephenson</td>
<td>May 2014</td>
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<tr>
<td>2</td>
<td>Gary P. Trochta</td>
<td>May 2010</td>
</tr>
<tr>
<td>1</td>
<td>Lloyd M. Nelson</td>
<td>May 2010</td>
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</table>
AGENDA

Regular Meeting
WCJC Board Room
Hutchins Memorial Center
911 Boling Highway
Wharton, Texas 77488
6:30 PM

November 18, 2008

See Under Tab

I. Determination of Quorum and Call to Order

II. Pledge of Allegiance

III. Reading of Minutes

A. The regular meeting held on October 21, 2008

IV. Citizens' Comments (approved by board on 5-20-99)

This is an open forum for those persons who wish to make presentations to the board and who have signed up to do so under board policy. Presentations are limited to five minutes each with a total of twenty minutes for all presentations.

During the Citizens' Comments section of the agenda, any citizen/taxpayer (that is, any member of the public, including college employees) may request to address the board in open meeting. If, however, the topic of the presentation to the board falls within one of the other policies of the college, such as the employee complaint or grievance policy or student complaint policy, the person must first go through the proper administrative channels. In such cases, the right to address the board is guaranteed after the administrative channels have been exhausted.

If any speaker’s presentation contains complaints or concerns about an individual employee or officer of the district, that presentation will be conducted in executive session with the board members unless the employee or officer about whom the comments are made requests that the comments be made publicly.

These presentations are made for information purposes only. The board is required to listen to the presentations but not to discuss or act on the items presented. If the board feels the matter warrants further attention, it can be placed on the agenda for a subsequent meeting.
V. Special Items
   A. Approve canceling the Board of Trustees regular meeting scheduled for December 16, 2008
   B. Approve the external audit for FY 2008

VI. Presentations, Awards, and/or President’s Report

VII. Reports to the Board
   A. Financial Reports for October 2008
   B. Information Item: Management Reports
   C. Information Item: Reports from College Governance Councils
   D. Information Item: Clipping Service for the month of October 2008

VIII. Reports from Committees of the Board
   A. Audit/Finance Committee: Mr. Kunkel
   B. Facilities Committee: Mr. Donaldson
   C. Legislative Committee: Mr. Nelson

-CONSENT AGENDA-

By consent of the board of trustees, the following items may be acted on in a single motion “to approve the consent agenda as presented.” If, however, any trustee wishes to discuss a particular item or for any reason wishes to act on any given item separately, he or she may simply notify the board chair to remove that item or items from the consent agenda, and that item will be removed and acted on separately. A trustee may remove an item from the consent agenda for any reason, and he or she is not required to justify the removal or explain the reason for the removal.

IX. Matters Relating to General Administration

   A. Approve the proposal to be the fiscal agent for ACHIEVE Fort Bend County

X. Matters Relating to Academic Affairs

   A. Information Item:

      1. Seek sealed bids from vendors to print the 2009-2010 college catalog ($24,000.00 – current unrestricted operating fund budget for 2008-2009)

XI. Matters Relating to Administrative Services
A. Approve the plan document for the 403 Optional Retirement Program

B. Approve, by resolution, Wharton County Junior College's participation in the National Intergovernmental Purchasing Alliance (NIPA)

C. Approve a vendor for the purchase of radiology equipment for our Radiologic Technology Program (estimated $110,000.00 – Gulf Coast Medical Foundation Grant Funds)

D. Approval of the first amendment to lease agreement with the University of Houston System ($84,798.00/yr. – unrestricted budget)

E. Information Item:
   1. Seek sealed proposals from vendors to provide cafeteria services for the college ($250,000.00 – current unrestricted operating fund budget for 2009-2010)

XII. Matters Relating to Technology and Institutional Research

XIII. Matters Relating to Workforce Development, Continuing Education and Distance Learning

XIV. Matters Relating to Student Services

XV. Matters Relating to Personnel

A. Board of Trustees

B. Office of President

C. Office of Academic Affairs
   1. Approve department head pay for fall 2008
   2. Approve overload correction due to WECM change to summer 1 2008
   3. Rickie J. Bonner employed as regular, full-time instructor of associate degree nursing, FAC-1-10, effective January 5, 2009
   4. Pong “David” Sheih retired as regular, full-time instructor of chemistry, FAC-7-17, effective May 17, 2009
   5. Steve P. Sieben resigned as regular, full-time director/instructor of nuclear power, FAC-1-10, effective May 31, 2009

D. Office of Administrative Services

E. Office of Student Services

F. Office of Workforce Development, Continuing Education and Distance Learning
G. Office of Technology and Institutional Research

H. Information Items: Contract Personnel Actions

I. Information Items: Non-contract Personnel Action

1. Linda Schilhab employed as regular, full-time administrative assistant to the VP of Tech & I.R., P-13-22, effective November 10, 2008

2. Lisa M. Shoppa reclassified from regular, full-time help desk coordinator, P-13-8, to regular, full-time distance learning support specialist, P-15-15, effective November 1, 2008

3. Alexandria Alcalar employed as regular, part-time work force development aide, O-10-0, effective November 10, 2008

4. Kristin A. Kirby employed as temporary, part-time volleyball coach assistant, O-1-0, $8.85 hr. x 24 hrs./wk. x 10 wks. = $2,124.00/yr., effective October 16, 2008

5. Alexander J. Simko employed as temporary, part-time math tutor, $15.00 hr. x 5 hrs./wk. x 26 wks. = $1,950.00/yr., effective October 16, 2008

6. Ryan J. Whitlock employed as temporary, part-time security officer/Wharton, O-9-0, $11.15 hr. x 19 hrs./wk. x 45 wks. = $9,533.25/yr., effective October 20, 2008

XVI. Executive Session: According to the Texas Government Code (Chapter 551, Open meetings), the Board may conduct a closed executive session for the following reasons: Consultation with attorney (551.071), deliberation regarding real property (551.072), deliberation regarding prospective gift (551.073), personnel matters (551.074), deliberation regarding security devices (551.076), deliberation regarding economic development negotiations (551.086).

XVII. Action on items discussed in closed session

XVIII. Matters Relating to Formal Policy

XIX. Other Business

XX. Adjourn
WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AGENDA BRIEF

AGENDA ITEM III

Reading of the Minutes

A. The regular meeting held on October 21, 2008
MINUTES
Regular Monthly Meeting of the
Wharton County Junior College
Board of Trustees
October 21, 2008

-The Wharton County Junior College District Board of Trustees met in regular session on October 21, 2008 at 6:30 P.M. in the Hutchins Memorial Board Room. Mr. Gertson presided.

Trustees Present: Mr. Danny Gertson, Chair; Mr. Rick Davis, Vice-Chair; Mr. Jack Moses, Secretary; Mr. Gerald Donaldson; Mr. Oliver Kunkel; Mr. Lloyd Nelson; Mr. Phil Stephenson; and Mr. Gary Trochoa

Trustees Absent: Mrs. Georgia Krenek

Others Present: Ms. Betty McCrohan, President; Dr. Ty Pate, Senior Vice President of Instruction; Mr. Dale Pinson, Vice President of Continuing Education, Workforce Development, and Distance Education; Mr. Bryce Kocian, Vice-President of Administrative Services; Ms. Pam Youngblood, Vice-President of Technology and Institutional Research; Ms. Deanna Feyen, Executive Secretary to the President; Ms. Darlene Byrd; Ms. Zina Carter; Mr. Mike Feyen; Mr. Terrell Jessen; Ms. Judy Jones; Mr. Mike Mills; Ms. Debbie Popek; Ms. Liz Rexford; Mr. Gus Wessels; Mr. Robert Wolter; and Ms. Deborah Yancy

ITEM I: DETERMINATION OF QUORUM AND CALL TO ORDER

-The meeting was called to order at 6:30 P.M.

ITEM II: PLEDGE OF ALLEGIANCE

-Mr. Gertson led the Pledge of Allegiance.

ITEM III: READING OF MINUTES

A. The minutes of the regular meeting on September 16, 2008, the public hearings on September 9, 2008, and September 16, 2008, and the special called meeting held on September 25, 2008 were approved as presented.
ITEM IV: CITIZENS' COMMENTS

-None-

ITEM V: SPECIAL ITEMS

ITEM VI: PRESENTATIONS, AWARDS AND/OR PRESIDENT'S REPORT

-Ms. McCrohan thanked the staff that participated on the SACS project. She stated that the SACS on-site team is on the campus and will complete their report and have the exit conference in the morning.

-Ms. McCrohan gave the board a brochure from the Nuclear Power Institute. She explained that the nuclear power associate degree was a joint project with Texas A & M and is offered at the Bay City campus.

-Ms. McCrohan presented the Center for the Arts schedule.

ITEM VII-A: REPORTS TO THE BOARD

A. Financial Reports

-Gus Wessels reviewed the financial reports for September 2008.
-Darlene Byrd reviewed the investment report for June 1, 2008-August 31, 2008.
-Mr. Stephenson asked for a comparison to each month on the next report.
-Mr. Davis asked if the receivables could be aged.

BOARD ACTION: On a motion by Mr. Stephenson and a second, the board unanimously approved the financial reports for September 2008 and the investment report for June 1, 2008 – August 31, 2008 as presented.

ITEM VII-B: MANAGEMENT REPORTS

-The following reports were included as a part of the Board Agenda Package:

1. Department of Information and Technology: Pam Youngblood (Vice President of Technology and Institutional Research)

2. Financial Aid: Gus Wessels (Dean of Financial Services and Business Services)

3. Student Services: Dr. Wayne Taylor (Dean of Student Services)

ITEM VII-C: REPORTS FROM COLLEGE GOVERNANCE COUNCILS

A. Academic Affairs Council

-None-

B. Administrative Council

-None-
C. Faculty Council
   1. Faculty Council Meeting Minutes for September 3, 2008
   2. Faculty Association Meeting Minutes for August 22, 2008
D. President’s Extended Cabinet
   -None-

ITEM VII-D: CLIPPING SERVICE FOR MONTH OF SEPTEMBER 2008

-News reports relating to the operations of Wharton County Junior College were clipped from area newspapers for the month of September 2008 and included as part of the board agenda packet for this meeting.

ITEM VIII: REPORTS FROM COMMITTEES OF THE BOARD

A. Audit/Finance Committee: Mr. Kunkel
   -None-
B. Facilities Committee: Mr. Donaldson
   -Mr. Donaldson asked for an update on the progress at the new Sugar Land campus. Ms. McCrohan stated that the new occupancy date is May 1st.
C. Legislative Committee: Mr. Nelson
   -Mr. Nelson stated that he and the president attended a meeting in Austin.
   -Mr. Gertson asked if any items needed to be pulled from the consent agenda.
   -No items were pulled from the consent agenda.

-CONSENT AGENDA-

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ITEM IX: MATTERS RELATING TO GENERAL ADMINISTRATION

ITEM X: MATTERS RELATING TO ACADEMIC AFFAIRS
ITEM XI: MATTERS RELATING TO ADMINISTRATIVE SERVICES

A. Approve fiscal year 2008 budget adjustments

B. Approve the annual premium of $146,307.00 to the Property Casualty Alliance of Texas for the college’s property/casualty, and equipment breakdown insurance coverage ($146,307.00 – current unrestricted operating budget for 2008-2009)

C. Approve the allocation of funds from the prior year fund balance for 2008 outstanding encumbrances ($122,819.24 – will be noted in the 2009 financial statements as reserved for encumbrances)

ITEM XII: MATTERS RELATING TO TECHNOLOGY AND INSTITUTIONAL RESEARCH

A. Approve the purchase of six computer systems and monitors for the Wharton Automotive Lab and 42 flat panel monitors to replace older monitors in Peace 106 and Peace 109 computer labs ($12,618.00 – transfer from the MIS plant fund for 2008-2009)

ITEM XIII: MATTERS RELATING TO WORKFORCE DEVELOPMENT, CONTINUING EDUCATION AND DISTANCE LEARNING

A. Approval of Adult Basic Education full-time specialist and Adult Basic Education full-time data clerk ($39,477.00 – 2008-2009 federal grant; $31,470.00 – 2008-2009 federal grant)

ITEM XIV: MATTERS RELATING TO STUDENT SERVICES

ITEM XV: MATTERS RELATING TO PERSONNEL

A. Board of Trustees

B. Office of President

C. Office of Academic Affairs

1. Approve department head pay for fall 2008

2. Approve paid professional assignments for 2008-2009

3. Approve full-time faculty overloads for fall 2008

4. Approve part-time faculty overloads for fall 2008

5. Debbie Yancy promoted from regular, full-time instructor of nursing, FAC-1-17, to regular, full-time ADN director, FAC-1-17, effective January 2, 2009
D. Office of Administrative Services

E. Office of Student Services

F. Office of Workforce Development, Continuing Education and Distance Learning

G. Office of Technology and Institutional Research

1. Rosemary Fulton employed as regular, full-time director of institutional research, CA-10-10, effective October 9, 2008

H. Information Items: Contract Personnel Actions

I. Information Items: Non-contract Personnel Action

1. Anna K. Gardner reclassified from regular, full-time admin. assistant to VP of Tech & Institutional Research, P-13-1, to regular, full-time helpdesk/training coordinator, P-13-1, effective November 1, 2008

2. Cynthia A. Kocian received a salary adjustment as regular, full-time special population advisor for Perkins grant/academic advisor $40,347.00, to regular, full-time special population advisor for Perkins grant/academic advisor $41,727.00, effective September 1, 2008

3. Jason Milliff employed as regular, full-time information technology technician, P-13-0, effective October 7, 2008

4. William Vera employed as regular, full-time information technology technician, P-13-0, effective October 13, 2008

5. Nacita R. Davis separated as regular, part-time work force development aide, O-10-0, $10.97 hr. x 29 hrs./wk. x 32 wks. = $10,180.00/yr., effective June 30, 2008

6. Wanda Fontenot employed as regular, part-time testing assistant, O-5-0, $10.00 hr. x 19.5 hrs./wk. x 47 wks. = $9,165.00/yr., effective September 17, 2008

7. Asenet G. Garcia separated as regular, part-time work force development aide, O-10-0, $10.97 hr. x 29 hrs./wk. x 32 wks. = $10,180.00/yr., effective June 30, 2008

8. Jasen Gutierrez separated as regular, part-time work force development aide, O-10-0, $10.97 hr. x 32 hrs./wk. x 32 wks. = $11,233.28/yr., effective June 30, 2008
9. Veronica Lopez separated as regular, part-time work force
development aide, O-10-0, $10.97 hr. x 20 hrs./wk. x 32 wks. =
$7,020.80/yr., effective June 30, 2008

10. Pamela C. Nash employed as regular, part-time secretary,
communications & fine arts, $9.53 hr. x 15 hrs./wk. x 13 wks. =
$1,858.35/hr., effective September 2, 2008

11. Susan A. Orta employed as regular, part-time custodian, O-1-0,
8.85 hr. x 19 hrs./wk. x 52 wks. = $8,743.80/yr., effective
September 15, 2008

12. Mary E. Weed separated as regular, part-time work force
development aide, O-10-0, $10.97 hr. x 25 hrs./wk. x 32 wks. =
$8,776.00/yr., effective June 30, 2008

13. Lori Baumgartner extended from temporary, part-time allied health
secretary, O-7-0, $10.11 hr. x 35 hrs./wk. x 6 wks. =
$2,123.10/yr., to temporary, part-time allied health secretary, O-7-0,
$10.58 hr. x 35 hrs./wk. x 13 wks. = $4,813.90/yr., effective
September 11, 2008

14. Nicole Corso employed as temporary, part-time biology lab worker,
$6.55 hr. x 5 hrs./wk. x 30 wks. = $982.50/yr., effective September
10, 2008

15. Melanie Garrett extended as temporary, part-time rodeo coach aide,
$15.00 hr. x 6.5 hrs./wk. x 40 wks. = $3,900.00/yr., effective
September 1, 2008

16. Brady J. Kubena employed as regular, part-time fitness center staff,
O-5-0, $10.00 hr. x 15 hrs./wk. x 48 wks. = $7,200.00/yr.,
effective September 8, 2008

17. Devon L. Porter employed as temporary, part-time rodeo coach aide,
$15.00 hr. x 13.33 hrs./wk. x 50 wks. = $9,997.50/yr., effective
September 26, 2008

18. Gordon A. Solis employed as temporary, part-time associate math
tutor – Sugar Land and Ft. Bend, $10.00 hr. x 12 hrs./wk. x 10 wks.
= $1,200.00/yr., effective September 25, 2008

19. Hans C. Stelzel separated as temporary, part-time fitness center staff,
$9.55 hr. x 10 hrs./wk. x 34 wks. = $3,247.00/yr., effective May 8,
2008

20. Dianna J. Wuthrich employed as temporary, part-time fitness center
staff, $9.55 hr. x 10 hrs./wk. x 34 wks. = $3,247.00/yr., effective
August 22, 2008
BOARD ACTION: On a motion by Mr. Davis and a second, the board unanimously approved the consent agenda as presented.

-Ms. McCrohan announced that the WCJC Foundation meeting was held the previous evening and they adopted an investment policy that would place all monies received in investments until the dollar amount reached $5,000,000.00 then the college could expect some return. She also stated that they agreed to allocate $35,000.00 toward the lighting project in the Fine Arts Theater.

-Ms. McCrohan stated that she and several board members will be attending the ACCT meeting in New York next week.

ITEM XVI: EXECUTIVE SESSION:

-Pursuant to the Texas Government Code (Chapter 551, Open Meetings), the Board may conduct a closed executive session for any or all of the following reasons: Consultation with attorney (551.071), deliberation regarding purchase, exchange, or sale of real property (551.072), deliberation regarding prospective gift (551.073), personnel matters (551.074), deliberation regarding security devices (551.076), and/or deliberation regarding economic development negotiations (551.086).

ITEM XVII: ACTION ON ITEMS DISCUSSED IN CLOSED SESSION

ITEM XVIII: MATTERS RELATING TO FORMAL POLICY

ITEM XIX: OTHER BUSINESS

ITEM XX: ADJOURN

-The meeting adjourned at 6:55 P.M.
WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AGENDA BRIEF

AGENDA ITEM V

Special Items

A. Approve canceling the Board of Trustees regular meeting scheduled for December 16, 2008

B. Approve the external audit for FY 2008
WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AGENDA BRIEF

AGENDA ITEM VII-A

Reports to the Board

A. Financial Reports for October 2008
Monthly Financial Reports

Wharton County Junior College
OCTOBER 31, 2008
Summary Reports
## Wharton County Junior College
### Revenue-Expenditure Summary
**October 31, 2008**

### Fiscal 2009 vs Fiscal 2008

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<th>Fund 1000</th>
<th>Current Month</th>
<th>Y-T-D ACTUAL</th>
<th>Budget</th>
<th>% of Budget</th>
<th>Y-T-D ACTUAL</th>
<th>Budget</th>
<th>% of Budget</th>
<th>% OF PRIOR YR ACTUAL</th>
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<td><strong>Revenues:</strong></td>
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<td>State appropriations</td>
<td>$1,161,295</td>
<td>$2,322,592</td>
<td>$8,416,004</td>
<td>27.60%</td>
<td>$2,019,840</td>
<td>$8,416,004</td>
<td>24.00%</td>
<td>115%</td>
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<td>Tuition and Fees</td>
<td>(36,863)</td>
<td>5,450,119</td>
<td>13,151,573</td>
<td>41.44%</td>
<td>5,276,980</td>
<td>12,621,065</td>
<td>41.81%</td>
<td>103%</td>
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<td>Advalorem Taxes</td>
<td>26,015</td>
<td>3,573</td>
<td>4,668,000</td>
<td>0.08%</td>
<td>58,209</td>
<td>4,101,000</td>
<td>1.42%</td>
<td>6%</td>
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<td>Mandatory Transfers</td>
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<td>1,621,658</td>
<td>0.00%</td>
<td>-</td>
<td>1,106,755</td>
<td>0.00%</td>
<td>0%</td>
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<tr>
<td>Non-mandatory Transfers</td>
<td>-</td>
<td>-</td>
<td>520,000</td>
<td>0.00%</td>
<td>-</td>
<td>20,000</td>
<td>0.00%</td>
<td>0%</td>
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<tr>
<td>Other Revenues</td>
<td>(6,590)</td>
<td>194,358</td>
<td>644,665</td>
<td>30.15%</td>
<td>91,169</td>
<td>743,581</td>
<td>12.28%</td>
<td>213%</td>
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<td><strong>Total Revenues</strong></td>
<td>$1,143,857</td>
<td>7,970,642</td>
<td>29,021,900</td>
<td>27.46%</td>
<td>7,446,198</td>
<td>27,008,405</td>
<td>27.57%</td>
<td>107%</td>
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| **Expenditures:**  |               |              |        |             |              |        |             |                     |
| Salaries           | $1,419,979    | 2,725,354    | 17,483,979 | 15.59%       | 2,522,017    | 16,464,413 | 15.32%       | 108%                |
| Employee Benefits  | 307,019       | 469,993      | 2,009,188 | 23.39%       | 303,077      | 1,877,220  | 16.14%       | 155%                |
| Capital Expenditures | 85,977       | 85,977       | 5,000    | 1719.54%     | 5,850        | 25,550     | 22.90%       | 0%                  |
| Mandatory Transfers | 504,337       | 504,337      | 1,032,596 | 48.84%       | 502,594      | 1,053,583  | 47.70%       | 0%                  |
| Non-mandatory Transfers | -          | -            | -        | 0.00%        | -            | -          | 0.00%        | 0%                  |
| Other Expenditures  | 436,558       | 1,126,207    | 8,368,315 | 13.46%       | 1,011,293    | 7,587,639  | 13.33%       | 111%                |
| **Total expenditures** | $2,753,870   | 4,911,868    | 28,899,078 | 17.00%       | 4,344,831    | 27,008,405 | 16.09%       | 113%                |

| Net increase/ (decrease) in net assets | $(1,610,013) | $(3,058,774) | $3,101,357 |

*Note: Net student receivables in the amount of $341,006.25 are currently outstanding. Tuition and fees are subject to collection in future periods.*
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<th>Description</th>
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<th>2008</th>
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<td>Student Receivables Current</td>
<td>$231,861.14</td>
<td>$262,065.94</td>
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<td>Installment Plan Receivable Due Fall Semester</td>
<td>$163,844.81</td>
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<td>Installment Plan Receivable Due Spring Semester</td>
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<td>Installment Plan Receivable Summer I &amp; II</td>
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<tr>
<td>Installment Plan Receivable Prior Years</td>
<td>$33,456.56</td>
<td>$54,881.18</td>
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<td><strong>Total Installment Plan Receivable</strong></td>
<td>$234,313.12</td>
<td>$202,138.67</td>
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<td>Third Party Contracts Receivable</td>
<td>$32,391.08</td>
<td>$41,424.00</td>
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<td>Continuing Education Receivable</td>
<td>6,616.00</td>
<td>8,467.00</td>
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<tr>
<td><strong>Allowance for Doubtful Accounts</strong></td>
<td>(164,175.09)</td>
<td>(120,462.06)</td>
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<tr>
<td><strong>Net Accounts Receivable</strong></td>
<td>$341,006.25</td>
<td>$393,633.55</td>
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** Wharton County Junior College 
Aging Schedule October 2008 

** REPORT CONTROL INFORMATION **

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VERSION: 6.0  
AGE DATE B-BILL E-EFF D-DUE: E  
AS OF DATE: 31-OCT-2008  
RANGE DATE 1: 30  
RANGE DATE 2: 90  
RANGE DATE 3: 365  
MINIMUM ACCOUNT BALANCE: 1.00  
MAXIMUM ACCOUNT BALANCE: 999999.00  
DETAIL CODE: %  
SELECTION ID:  
APPLICATION CODE:  
CREATOR ID:  

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**REPORT TOTALS**

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<td>31 To 90</td>
<td>169,497.35</td>
</tr>
<tr>
<td>91 To 365</td>
<td>143,075.90</td>
</tr>
<tr>
<td>366 +</td>
<td>47,849.97</td>
</tr>
<tr>
<td>Future Balance</td>
<td>1,546,766.92</td>
</tr>
<tr>
<td>Account Balance</td>
<td>1,940,933.95</td>
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</table>

---
COMBINED BALANCE SHEET
(Funds included: GOVERNMENTAL FUND TYPES)
Governmental Fund Types

<table>
<thead>
<tr>
<th>Current Year</th>
<th>Restricted Funds</th>
<th>Auxiliary Enterprise</th>
<th>Current Year</th>
<th>Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASSETS AND OTHER DEBITS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASSETS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>377,011</td>
<td>-96,186</td>
<td>285,104</td>
<td>575,730</td>
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<tr>
<td>Cash Investments</td>
<td>10,183,627</td>
<td>238,971</td>
<td>317,641</td>
<td>10,740,230</td>
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<td>Accounts Receivable</td>
<td>361,848</td>
<td>99,857</td>
<td>18,949</td>
<td>460,656</td>
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<td>Taxes Receivable</td>
<td>384,376</td>
<td>-</td>
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<td>384,376</td>
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<tr>
<td>Local, St &amp; Fed Agency Receivable</td>
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<td></td>
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<td>Due From Other Funds</td>
<td>-374,950</td>
<td>127,116</td>
<td>-</td>
<td>501,100</td>
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<td>Prepaid Expense</td>
<td>-</td>
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<tr>
<td>Property, Plant &amp; Equipment</td>
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<td>TOTAL ASSETS AND OTHER DEBITS:</td>
<td>11,680,091</td>
<td>454,723</td>
<td>633,495</td>
<td>12,767,328</td>
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<tr>
<td>Accrued Liabilities</td>
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<td>-</td>
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<td>767</td>
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<td>392,227</td>
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<tr>
<td>Long Term Debt</td>
<td>-</td>
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<tr>
<td>Deposits Payable</td>
<td>20,355</td>
<td>35,000</td>
<td>55,855</td>
<td>50,432</td>
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<tr>
<td>Due To Other Funds</td>
<td>-</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Scholarships-Non-designated</td>
<td></td>
<td></td>
<td>-318,613</td>
<td>-318,612</td>
</tr>
<tr>
<td>Donatio</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
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<td>TOTAL LIABILITIES:</td>
<td>381,469</td>
<td>346,019</td>
<td>70,772</td>
<td>818,278</td>
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<td>EQUITY AND OTHER CREDITS:</td>
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<tr>
<td>Control Accounts</td>
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<tr>
<td>Fund Balances</td>
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<td></td>
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<tr>
<td>Prior Year Fund Balance</td>
<td>7,695,486</td>
<td></td>
<td>-</td>
<td>7,698,486</td>
</tr>
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<td>Endowment Fund-Original</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Endowment Fund-Income</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>FS Professional Development</td>
<td>-</td>
<td></td>
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</tr>
<tr>
<td>FS Salary Equity</td>
<td>-</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>FS Capital Equipment</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>FS Investment Gain And Loss</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Fund Balance Receivables</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Restricted-Undesignated</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
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</tbody>
</table>
Wharton County Junior College
Combined Balance Sheet—All Fund Types and Account Groups
31-OCT-2008
(amounts expressed in dollars)

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Current Unrestricted</th>
<th>Restricted Funds</th>
<th>Auxiliary Enterprise</th>
<th>Current Year 2009</th>
<th>Prior Year 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>EQUITY AND OTHER CREDITS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCTC Operating Fund Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plant Fund Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Road Fund Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scholarship</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance—Rounding Diff</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balances: Reserve for Encumbrance</td>
<td>980,642</td>
<td>42,000</td>
<td>35,368</td>
<td>1,048,400</td>
<td>930,178</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>2,426,306</td>
<td>246,694</td>
<td>535,365</td>
<td>1,202,155</td>
<td>2,962,492</td>
</tr>
<tr>
<td>Reserve for Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL: EQUITY AND OTHER CREDITS:</td>
<td>11,099,434</td>
<td>288,586</td>
<td>560,922</td>
<td>11,945,061</td>
<td>13,591,555</td>
</tr>
<tr>
<td>TOTAL LIABILITIES, EQUITY AND OTHER CREDITS:</td>
<td>11,680,901</td>
<td>454,723</td>
<td>621,635</td>
<td>12,767,319</td>
<td>12,388,969</td>
</tr>
</tbody>
</table>

******************** ******************** ******************** ******************** ********************
Wharton County Junior College
Combined Balance Sheet--All Fund Types and Account Groups
31-OCT-2008
(With comparative totals for 31-OCT-2007)
(amounts expressed in dollars)

<table>
<thead>
<tr>
<th>Proprietary Fund Types</th>
<th>Agency Funds</th>
<th>Current Year 2009</th>
<th>Prior Year 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS and OTHER DEBITS:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>24,131</td>
<td>24,131</td>
<td>20,921</td>
</tr>
<tr>
<td>Cash Investments</td>
<td>101,548</td>
<td>101,548</td>
<td>98,312</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes Receivable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local, St &amp; Fed Agency Receivable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due From Other Funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid Expense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property, Plant &amp; Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ASSETS AND OTHER DEBITS:</strong></td>
<td>125,679</td>
<td>125,679</td>
<td>119,333</td>
</tr>
</tbody>
</table>

| **LIABILITIES, EQUITY and OTHER CREDITS** | | |
| **LIABILITIES:** | | |
| Accounts Payable | 255 | |
| Employee Benefits Payable | | |
| Payroll Taxes Payable | | |
| Accrued Liabilities | | |
| Deferred Revenue | | |
| Long Term Debt | | |
| Deposits Payable | | |
| Due To Other Funds | | |
| Scholarships-Designated Donations | | |
| Scholarships-Non-Designated Donations | | |
| **TOTAL LIABILITIES:** | 125,454 | 125,454 | 116,545 |

| **EQUITY AND OTHER CREDITS:** | | |
| Control Accounts | 225 | 225 | 413 |
| Fund Balances | | | |
| Prior Year Fund Balance | | | |
| Endowment Fund-Original | | | |
| Endowment Fund-Income | | | |
| FE Professional Development | | | |
| FE Salary Equity | | | |
| FE Capital Equipment | | | |
| FE Investment Gain And Loss | | | |
| Fund Balance Receivables | | | |
| Reserved-Undesignated | | | |
Wharton County Junior College  
Combined Balance Sheet—All Fund Types and Account Groups  
31-OCT-2008  
(With comparative totals for 31-OCT-2007)  
(amounts expressed in dollars)

## Proprietary Fund Types

<table>
<thead>
<tr>
<th>Agency Funds</th>
<th>Current Year 2009</th>
<th>Prior Year 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>EQUITY AND OTHER CREDITS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WRTC Operating Fund Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plant Fund Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond Fund Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scholarship</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance-Rounding Diff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balances: Reserve for Encumbrance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance Reserve For operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL EQUITY AND OTHER CREDITS:</td>
<td>225</td>
<td>433</td>
</tr>
<tr>
<td>TOTAL LIABILITIES, EQUITY AND OTHER CREDITS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>126,679</td>
<td>126,679</td>
<td>119,233</td>
</tr>
</tbody>
</table>
Management Reports

The following management reports for the months of October 2008 are for your information:

1. Department of Information Technology: Pam Youngblood, (Vice President of Technology and Institutional Research)

2. Financial Aid: Gus Wessels, (Dean of Financial and Business Services)

3. Student Services: Dr. Wayne Taylor (Dean of Student Services/Director of Dual Credit Enrollment)
Technology Departments
October Highlights

The following reports and/or surveys have been completed:

- IPEDS Fall 2008 Collection
- Equity in Athletics report
- Higher Education Survey
- High School Enrollment reports
- Sugar Land campus enrollment reports
- Student enrollment for ASCAP music License
- Fall 2008 enrollments for the URRS report
- Credit enrollment history report for Marketing
- Fall 2008 exit exam report
- Clearinghouse file for Achieving the Dream
- Test score and demographic information on First Time in College student for QEP

The Director of Databases and Application Services installed several patches pertaining to our state reports to the Banner system on Sunday, October 26, 2008. During the installation and verification process, the Banner system was unavailable for approximately nine hours. The Information Services department helped test functionality of the system before the system was available for use at 6:00 p.m.

The Technical Services team replaced or supplied the following locations with new computer systems, monitors, and/or printing devices in October, 2008.

<table>
<thead>
<tr>
<th>Area</th>
<th>Wharton</th>
<th>Fort Bend Technical Center</th>
<th>Sugar Land</th>
<th>Bay City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Computer Lab</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>20</td>
</tr>
<tr>
<td>Athletics Department</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Division of Communication and Fine Arts</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Division of Life Sciences</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Division of Math and Physical Sciences</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Division of Technology and Business</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Office of Admissions and Registration</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Office of Adult Basic Education</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Office of Business and Financial Services</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Office of Financial Aid</td>
<td>1</td>
<td>2</td>
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<td>0</td>
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<tr>
<td>Office of Institutional Research</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</table>
Work Request by category for the month of October, 2008.

<table>
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<tr>
<th>Category</th>
<th>New Service Request for the month</th>
<th>Of the New Service Request Total Completed</th>
<th>Total Completed Service Request</th>
<th>Total Remaining Open Service Request</th>
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<tbody>
<tr>
<td>Account Management</td>
<td>23</td>
<td>23</td>
<td>23</td>
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</tr>
<tr>
<td>Banner Access/Security</td>
<td>8</td>
<td>5</td>
<td>6</td>
<td>6</td>
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<tr>
<td>Banner AR</td>
<td>4</td>
<td>3</td>
<td>3</td>
<td>17</td>
</tr>
<tr>
<td>Banner Finance</td>
<td>9</td>
<td>5</td>
<td>8</td>
<td>33</td>
</tr>
<tr>
<td>Banner Financial Aid</td>
<td>12</td>
<td>9</td>
<td>10</td>
<td>29</td>
</tr>
<tr>
<td>Banner HR</td>
<td>5</td>
<td>0</td>
<td>1</td>
<td>19</td>
</tr>
<tr>
<td>Banner Payroll</td>
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<td>0</td>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>Banner Student</td>
<td>26</td>
<td>14</td>
<td>31</td>
<td>99</td>
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<tr>
<td>Change of Office</td>
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<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Computers</td>
<td>97</td>
<td>72</td>
<td>116</td>
<td>82</td>
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<tr>
<td>Data Projectors</td>
<td>6</td>
<td>5</td>
<td>6</td>
<td>4</td>
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<td>Database Administration</td>
<td>5</td>
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<td>11</td>
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<td>Employment Changes</td>
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<td>4</td>
<td>1</td>
</tr>
<tr>
<td>HP3000/MiniSoft</td>
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<td>0</td>
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<td>Printers</td>
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<td>7</td>
<td>9</td>
<td>5</td>
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<tr>
<td>Reporting</td>
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<td>19</td>
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<td>Training</td>
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<td>3</td>
<td>4</td>
<td>1</td>
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<td>Web Services Projects</td>
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<td>109</td>
<td>110</td>
<td>3</td>
</tr>
<tr>
<td>Workstation Assessment</td>
<td>4</td>
<td>1</td>
<td>3</td>
<td>5</td>
</tr>
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</table>
## Financial Aid Office Report

For Aid Awarded Through October, 2008  
(For The 2008-2009 Year)

<table>
<thead>
<tr>
<th>Category</th>
<th>Last Year</th>
<th>Current Year</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Applicants</td>
<td>2,547</td>
<td>2,622</td>
<td>75</td>
</tr>
<tr>
<td>Number of Eligible Applications</td>
<td>2,066</td>
<td>2,135</td>
<td>69</td>
</tr>
<tr>
<td>Number of Ineligible Applications</td>
<td>481</td>
<td>487</td>
<td>6</td>
</tr>
<tr>
<td>Number of Pell Grant Recipients</td>
<td>1,127</td>
<td>1,201</td>
<td>74</td>
</tr>
<tr>
<td>Pell Grant Funds Awarded</td>
<td>3,651,625</td>
<td>4,540,520</td>
<td>888,895</td>
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<tr>
<td>College Work Study Program Funds Expended</td>
<td>14,358</td>
<td>7,585</td>
<td>&lt;6,773&gt;</td>
</tr>
<tr>
<td>Monthly Work Study Workers</td>
<td>47</td>
<td>31</td>
<td>&lt;16&gt;</td>
</tr>
<tr>
<td>Number of Supplemental Grant (SEOG Recipients)</td>
<td>160</td>
<td>104</td>
<td>&lt;56&gt;</td>
</tr>
<tr>
<td>SEOG Funds Awarded</td>
<td>160,000</td>
<td>104,000</td>
<td>&lt;56,000&gt;</td>
</tr>
<tr>
<td>Number of Guaranteed Student Loan Recipients</td>
<td>560</td>
<td>1,112</td>
<td>552</td>
</tr>
<tr>
<td>Guaranteed Student Loan Funds Awarded</td>
<td>1,686,682</td>
<td>4,315,868</td>
<td>2,629,186</td>
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<tr>
<td>Number of LEAP/SLEAP Recipients</td>
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<td>13</td>
<td>1</td>
</tr>
<tr>
<td>PSIG/LEAP Funds Awarded</td>
<td>12,049</td>
<td>13,092</td>
<td>1,043</td>
</tr>
<tr>
<td>Number of Texas Public Education Grant Recipients</td>
<td>488</td>
<td>314</td>
<td>&lt;174&gt;</td>
</tr>
<tr>
<td>TPEG Funds Awarded</td>
<td>483,000</td>
<td>314,000</td>
<td>&lt;169,000&gt;</td>
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WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AGENDA BRIEF

AGENDA ITEM VII-D

Clipping Service for Month of October 2008

-Each month a newspaper clipping service reviews the area newspapers and clips articles related to Wharton County Junior College. These are compiled into a monthly report for the information of the Board of Trustees. The clippings are for the month of October 2008.
WCJC hosts senior citizen bingo event

Wharton County Junior College Senior Citizen Program of BINGO will be held Monday, September 22 from 2-4 p.m. at WCJC Senior Center, LaDieu Building, 911 Boling Hwy. Play Bingo with other seniors with prizes and refreshments furnished by Wharton Nursing and Rehabilitation Center. If interested in meals, please stop by office and sign up. Senior Citizens enjoy playing bingo with other seniors, co-host Wharton Nursing and Rehabilitation Center. If you are 60 years of age or older you are invited to attend.
All campuses of Wharton County Junior College are now open; this includes the Richmond, Sugar Land and Wharton campuses.

Senior Bingo

The Wharton County Junior College Senior Citizen Program is invited you to play Bingo with other seniors with prizes and refreshments furnished by Avalon Nursing Home from 2-3 p.m. on Monday, Sept. 29 at the WCJC Senior Center, LaDieu Building at 911 Boling Hwy. If you are 60 years of age or older you are invited to attend.
Sports Scene

A look at the area's upcoming events

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**Saturday**

High School Volleyball

Schulenburg vs. Boling, JV Varsity

2 p.m.

Junior College Volleyball

Wharton County JC vs. Panola, atConstable

2 p.m.

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**Monday**

Junior College Volleyball

Wharton County JC vs. Bexar College at Brenham

6 p.m.

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**Tuesday**

High School Volleyball

16-11A Match - Columbus at Wharton, Fresh JV Varsity

3 p.m.

16-2A Match - East Bernard vs. Hempstead, Fresh JV Varsity

5 p.m.

25-2A Match - Hitchcock vs. Boling, JV Varsity

6 p.m.

Team Tennis

LeeCarno at Wharton (WCJC Tennis Center)

4 p.m.

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Senior Bingo

The Wharton County Junior College Senior Citizen Program is inviting area seniors to play Bingo with other seniors with prizes and refreshments furnished by Wharton Nursing and Rehabilitation Center from 2-4 p.m. on Monday, Sept. 22, 2008 at the WCJC Senior Center, LaDieu Building, 911 Boling Hwy. If you are 60 years of age or older you are invited to attend.
More Wharton County sports greats

I want to tell you about all the wonderful football, baseball and other sportmen who played at Wharton County high schools or Wharton County Junior College and went on to become successful professional athletes.

Last week I covered most of the highest accomplished football players from the county, and this week I will finish up football with Wharton County Junior College football players who went on to the NFL as well as cover baseball, track and tennis.

NFL players from WCJC:
- Branch, Cliff (1972 - 1985)
- Burley, Gary (1976 - 1984)
- Janzik, Bobby (1962 - 1967)
- McNeill, Tom (1967 - 1973)
- Parker, Willie (1973 - 1980)
- Peterson, Jerry (1966 - 1965)
- Waddy, Ray (1979 - 1980)

Baseball
In the early 1900s, Wharton County had baseball teams from each town which played each other. It was featured in the newspaper every week and was attended by most of Wharton County’s citizens.

In 1903, El Campo played Wharton at the baseball stadium on the Old Hawes lot. The Wharton Players were Jack Sanders, Leland Brooks, Cliff Waterman, John Moore, Tony Wright, Lawrence Crawford, Willliahman Russie Hawes and Wiley Hodges.
- Carl Reynolds, from Glen Flora, was inducted into the Texas Sports Hall of Fame Dec. 31, 1971. He spent 13 years as a pro outfielder. He owned a

sterling .302 lifetime batting average including a .359 season with the Chicago White Sox in 1930. From his trading card: “Chicago White Sox scout saw Carl Reynolds playing shortstop for Southwest University team in the Lone Star League in 1927. He led league in batting and base stealing, went to the White Sox that fall. Four time he hit over .300 in American league, was 4th best batter in league in 1930 with an average of .359. Last year batted .305 in 102 games. Was traded to Washington in 1931 and to St. Louis Browns in Dec. 1932. Born in LaRue, Texas in 1904, but lived in Wharton. A right handed six feet tall and weighed 195 lbs.”
- Rick Matula was born as Richard Carlton in Wharton in 1953. He attended Wharton High School and went on to play for the Atlanta Braves in 1978.
- John Hillias played for the Arizona Brewers in the minor leagues
- Steve Padia, born in Wharton in 1962, went on to play for the Orlando Twins.
- In 1973, the Wharton Little League Baseball team captured a state title.

Track
- University of

WARS JAV- elin thrower, football and bas- ketball player Frank Guess was the first freshman to play football in the Southwest Conference, becoming eligible on Jan. 1, 1943. He won in the Kansas Relays, Drake Relays, SWC Meet and the SWC vs. Big 8 Dual Meet held in Dallas. In 1948, won the Texas A&M Meet and also National Junior AAU Meet. He went on to the Olympic trials.
- In 1953, Lyle Burns won an individual state championship in the shot put for Boling High.

Tennis
- Bart Bernstein, who graduated with honors from WHS, won the state championship in boys doubles (with his brother Buck) in 1974, ’75 and ’76 and the singles title in ’77. At Southwest Texas State University (now Texas State) he was an NAIA All-America selection in 1980 and ’81. He won a national championship in men’s doubles in 1981.
- Buck Bernstein, a Wharton High School honors graduate in 1976, won state doubles titles in 1974, 1975 and ’76. Teamed with his brother.

We have some of the greatest schools and coaches in Texas, and, as you can see, we always have. I am just watching to see how many great athletes it produces this year that will go on to bigger and better things and make all of us here at home proud to say that they are one of us.
WCJC Fine Arts to present first concert

The Fine Arts Department at Wharton County Junior College will present, the first concert of the year, Something Old/Something New Thursday, September 18 in the Horton Foote Theatre, Duson-Hansen Fine Arts Building on the Wharton Campus beginning at 7:30 p.m.

The concert is entitled: Midsummer Night's Dream; Steve Giovanoni will play Yakety Sax on the Alto Saxophone; Lee Lemson will perform My Favorite Things from a middle age point of view, and Debra Lemson will perform Satin Doll by Duke Ellington on the piano. For more information, contact the Division Secretary at 979-532-6300. This is a free concert.
WCJC Center for the Arts details 2008-09 schedule

Wharton County Junior College Center for the Arts Series schedule 2008-09.
Fell Semester

Something Old, Something New, Thursday, September 18, Horton Foote Theatre, 7:30 p.m., free.

Jazz Band Concert, Thursday, October 2, Horton Foote Theatre, 7:30 p.m., $4.

Chamber Singers Concert, Thursday, October 23, Horton Foote Theatre, 7:30 p.m., $4.

Twelfth Night by William Shakespeare, Thursday-Saturday, November 6-8, Horton Foote Theatre, 7:30 p.m., $4; and Sunday, November 9, Horton Foote Theatre, 2:30 p.m. Matinee, $4.

Band Concert, Tuesday, November 11, Horton Foote Theatre, 7:30 p.m., $4.
Speak Out!, Thursday, November 20, Horton Foote Theatre, 7:30 p.m., free.

Music Majors Recital, Monday, November 24, Horton Foote Theatre, 7:30 p.m., free.

Christmas Candlelight Concert, Thursday, December 4, First Baptist Church, 7:30 p.m., free.

Spring Semester

Jazz Band Concert, Thursday, February 26, Horton Foote Theatre, 7:30 p.m., $4.

Fine Arts Showcase, Tuesday, March 3, Pioneer Student Center, 7:30 p.m., $4.

Band Concert, Thursday, April 2, Horton Foote Theatre, 7:30 p.m., $4.

Holy Week Concert, Tuesday, April 7, Holy Family Catholic Church, 7:30 p.m., free

Speak Out!, Thursday, April 16, Horton Foote Theatre, 7:30 p.m., free.

Choral Concert, Thursday, April 23, Horton Foote Theatre, 7:30 p.m., $4.

The Heidi Chronicles by Wendy Wasserstein, Thursday-Saturday, April 30, May 1 and 2, Horton Foote Theatre, 7:30 p.m., $4; and Sunday, May 3, 2:30 p.m. Matinee, $4.

Music Majors Recital, Tuesday, May 5, Horton Foote Theatre, 7:30 p.m., free.
Rock and Roll group set to perform at Horton Foote theater

Friday, November 14, Rock and Roll Hall-of-Famers, The Diamonds, are set to perform in the Horton Foote Theater on the Wharton County Junior College, Wharton Campus. The performance will begin at 7 p.m.

Formed in the mid-50's, the Toronto, Canada natives known as The Diamonds, have been described as the true sound of doo-wop. The Diamonds released their first hit song entitled, "Why Do Fools Fall In Love," in 1956. In 1957, the group's career was taken to the next level when they released "Little Darlin," the hit song that spent eight weeks at number two on the Billboard charts. Keeping the momentum, the release of "The Stroll," followed in 1958. The song made it to number four on the Billboard charts and remained on the Top 40 list for 14 weeks.

In 2004, The Diamonds were recognized with an induction into the Vocal Group Hall of Fame. In 2006 they were inducted into the Doo-Wop Hall of Fame.

This concert will benefit the WCJC Band in their efforts to raise funds for their annual Spring concert tour.

Tickets for the Friday, November 14 appearance will be $30 general admission seating. Tickets may be purchased by calling Marge Kirby, secretary for the division of Communications and Fine Arts at 979-532-6300, Joe Waldrop, Director of Bands at 979-532-6366, or from any WCJC band member.
Something Old. Something New ...

Leaves Thursday’s crowd wanting more
Scholarship recipients

Wharton County Junior College scholarship recipients from donations for the Center for the Arts are, from left, Ashley Charbon for choir, Jonathan Galvan for band, Stephanie Betancourt for art and Kristin Donaldson for drama. They were announced at Thursday's Something Old, Something New program. Donors in the audience were also recognized. For more photos from the event, see Page A6.
# Sports Scene

...A look at the area's upcoming events

## Thursday

### Sub-Varsity Football
- Louise at Boling, Junior Varsity: 6 p.m.
- Rice Consolidated at East Bernard, Junior Varsity: 6 p.m.

## Friday

### Football
- 2A-2A: East Bernard vs. Rice Consolidated at Altair: 7:30 p.m.
- 2A-2A: Brazos at Wimberley: 7:30 p.m.
- 2A-2A: Hempstead at Schulenburg: 7:30 p.m.
- Louise at Boling (Homecoming): 7:30 p.m.
- El Campo vs. Columbia at West Columbia: 7 p.m.
- Sweeny at Bay City: 7 p.m.
- Needville vs. Tilden vs. El Mina: 7 p.m.
- Bevil Oaks vs. Royal at Brookshire: 7:30 p.m.

### High School Volleyball
- 2A-2A: East Bernard at Rice Consolidated: Varsity, JV-Fresh: 4:30 p.m.

### Junior College Volleyball
- Laredo College at Wharton County Junior College: 6 p.m.

## Saturday

### Cross Country
- Wharton and East Bernard at Wimberley Invitational: 8 a.m.

### Junior College Volleyball
- Coastal Bend College at Wharton County Junior College: 2 p.m.
Thomas Pickett

Thomas Basden Pickett Jr. passed away on Sept. 18, 2008 after a short illness. He was a longtime resident of Wharton and is survived by his wife of 32 years, June Brown Pickett.

Mr. Pickett was born on June 3, 1922 in Temple to Edna Earle and Thomas B. Pickett. He went to Temple High School where he was a standout end and running back, earning All-State honors in both 1937 and 1938. Mr. Pickett entered Texas A&M University in 1940 and lettered in football in 1940 and 1941, and again in 1946 after serving in the Army Air Corps during World War II. He was inducted into the Texas High School Football Hall of Fame in Waco in 1996. Mr. Pickett holds an undergraduate degree from Texas A&M and a graduate degree from the University of Houston.

Mr. Pickett married Helen Hood in 1946. They had daughter Cindy Jolly of Columbus, and daughter Sandra and husband Freddie Zahn of Wharton. He later married June Brown on March 18, 1976, which added to his family; Brenda and husband Wally Biever of West Columbia, Becky and husband Zack Patrick of Carthage and Steve and wife Lisa Brown of The Woodlands. He is also survived by his sister Edna Earle Jackson of Bryan and was preceded in death by his brother Garland Pickett.

Mr. Pickett had seven grandchildren, Darrin, Dana, Jay, Jamie, Jeff, Amanda, and Adam; and 10 great-grandchildren.

Mr. Pickett began his coaching career as an assistant at Wharton County Junior College in 1948. He moved to Boling High School as head coach from 1951 through 1958 and then returned to Wharton Junior College where he earned Coach of the Year honors in 1963. He left coaching in 1965 when he became business manager for Wharton Independent School District. He later served as superintendent until he retired in 1984, after which he had an outstanding more than 20-year career of fishing and camping.

Family and friends celebrated his life during a memorial service at Grace Community Fellowship Church on Monday morning and he is interred at Evergreen Memorial Cemetery.

Memorials may be sent to: Frankie-Pickett Scholarship Fund c/o Wharton County Junior College, 911 E. Boling Hwy., Wharton, TX 77488; or SHARE, 229 W. Milam, Wharton, TX 77488; or Grace Community Fellowship, P.O. Box 965, Wharton, TX 77488.

He will be missed by all who knew him.
The Diamonds
doo-wop music
still popular

If you love 1950s doo-wop music, make plans to attend the November 14 performance of The Diamonds at the Wharton County Junior College Horton Foote Theater in Wharton, Texas. The Friday night, family-friendly performance begins at 7 p.m. Tickets are $30 and benefit the WCJC Band.

Best known for their 1957 hit “Little Darlin’,” The Diamonds have gone on to gain induction into the Doo-Wop Hall of Fame and the Vocal Group Hall of Fame. The singing sensation formed in the mid 1950s and first released “Why Do Fools Fall in Love” in 1956. One year later, “Little Darlin’” became an instant hit, spending eight weeks at number two on the Billboard charts. To date, the song has sold over 20 million copies worldwide. In 1958, The Diamonds released “The Stroll” which made it to number four on the Billboard charts and remained in the Top 40 for 14 weeks.

General admission tickets for The Diamonds benefit concert are available from any WCJC band member or by calling Marge Kirby at 979-532-6300 or WCJC Director of Bands Joe Waldrop at 979-532-6366.
Hitting it over

Boling graduate and WCJC sophomore Emmy Rodgers hits the volleyball over the net in a recent match against Blinn College.
Lady Pioneers off to 1-1 start in district play

By MIKE KONVICKA
mkonvicka@journal-spectator.com

Wharton County Junior College’s volleyball team is off to a 1-1 start in the Region XIV District M standings.

WCJC lost to Laredo 25-18, 28-26, 25-10 last Friday but bounced back to beat Coastal Bend College 25-23, 25-16, 25-22 on Saturday.

“We’ve had our ups and downs,” said WCJC coach Brianna Fiorus.

“We’re looking at being more consistent and finding a happy medium. We just need to get better every match.”

She singled out Wharton graduate Christi Ellis for playing well over the first half of the season.

“She’s really stepped it up and shown tremendous improvement,” said the coach.

Against Laredo, Ellis led the team with a hitting average of .833 (5 kills, no errors, six attempts).

Emmy Rodgers was kill leader with eight kills (one error, 14 attempts). She also contributed with two aces.

Ellis led the team in blocks with seven. KaDeem Brinkley and Kayla Dunk weren’t far behind with six and five blocks, respectively.

Kirsten Brozte led the team in digs with 19.

Amanda Yeager, 12 assists, and Amanda Christoffersen, 10 assists, had a combined total of 27 assists for the match.

Against Coastal Bend, Yeager had 29 assists and Christoffersen had 12.

Rodgers was the kill leader with a total of 15 (6 errors and 22 attempts.) Blair Taragac was not far behind with a total of 9 kills (2 errors and 14 attempts).

Brinkley was had five blocks (2 solo and 3 assists). Dunk had 4 block assists and contributed 2 aces. Brozte led the team in digs with 21.

WCJC, 7-14 on the season, hosted San Jacinto College on Tuesday and is scheduled to entertain Galveston College on Friday.
WCJC Jazz Band

On Thursday, Oct. 2, Wharton County Junior College, Center for the Arts, will present "JAZZ! A Concert". This program will feature the WCJC Jazz Band playing many favorite jazz and blues selections, including "Tuxedo Junction," "String of Pearls" and "In the Mood" along with several other pieces. The program will start at 7:30 p.m. at the Horton Foote Theatre located in the Duson-Hansen Fine Arts Building on the Wharton Campus. Ticket prices are $4.00. Students free with ID. If you have any questions, contact the WCJC Fine Arts division at 532-6300.

WCJC jazz band plays tonight

On Thursday, Oct. 2, Wharton County Junior College, Center for the Arts, will present "JAZZ! A Concert".

This program will feature the WCJC Jazz Band playing many favorite jazz and blues selections, including "Tuxedo Junction," "String of Pearls" and "In the Mood" along with several other pieces.

The program will start at 7:30 p.m. at the Horton Foote Theatre located in the Duson-Hansen Fine Arts Building on the Wharton Campus. Ticket prices are $4.00. Students free with ID. If you have any questions, contact the WCJC Fine Arts division at 532-6300.
## Sports Scene

...A look at the area's upcoming events

### Thursday

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<td>East Bernard at Weimar, Junior Varsity</td>
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<td>Bellville at Wharton, Fresh-Junior Varsity</td>
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### Friday

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<td>26-2A - Weimar at East Bernard</td>
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<td>26-2A - Schulenburg vs. Brazos at Well</td>
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<td>26-2A - Rice Consolidated at Halletsville</td>
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<tr>
<td>Wharton at Bellville</td>
<td>7:30 p.m.</td>
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<tr>
<td>Sweezy at Houston Christian</td>
<td>7 p.m.</td>
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<tr>
<td>Van Vleck at Bloomington</td>
<td>7 p.m.</td>
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<tr>
<td>Industrial at Taft</td>
<td>7 p.m.</td>
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<tr>
<td>High School Volleyball</td>
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<tr>
<td>26-2A - Wharton at Sweezy, Varsity-JV-Fresh</td>
<td>4:30 p.m.</td>
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<td>26-2A - Stafford at Columbia, Varsity-JV-Fresh</td>
<td>4:30 p.m.</td>
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<td>26-2A - Royal at Needville, Varsity-JV-Fresh</td>
<td>4:30 p.m.</td>
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<td>26-2A - Weimar at East Bernard, Varsity-JV-Fresh</td>
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<td>26-2A - Rice Cons at Halletsville, Varsity-JV-Fresh</td>
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<td>26-2A - Schulenburg at Brazos, Varsity-JV-Fresh</td>
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<td>26-2A - Boling at Van Vleck, Varsity-JV-Fresh</td>
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<td>26-2A - Tidshaven at Danbury, Varsity-JV-Fresh</td>
<td>4:30 p.m.</td>
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<tr>
<td>26-2A - Industrial at Hitchcock, Varsity-JV-Fresh</td>
<td>4:30 p.m.</td>
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<tbody>
<tr>
<td>Junior College Volleyball</td>
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<tr>
<td>Galveston College at Wharton County Junior College</td>
<td>6 p.m.</td>
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### Saturday

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<tr>
<td>Cross Country</td>
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<tr>
<td>Wharton and East Bernard at Shiner Invitational</td>
<td>8 a.m.</td>
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</table>
Wharton County Junior College is pleased to announce the recent graduation of 29 students from the Wharton Vocational Nursing Program.

The graduates and faculty include (left-to-right) front row: Bonnie Mascheck, faculty of Wharton, Shelly Constancio of Houston, Brooke Mercer of Rosenberg, Miranda Hodge of Wharton, Monica Anzaldua of Rosenberg, Angela Becton of Sealy, Christina Perez of Danevang, Irma DeLeon of Rosenberg, Jennifer Watson, and Stephanie Booker of Brazoria, Maquesa Robinson of Wharton, Amanda Herrera of El Campo, Heather Nichols of Bay City, Kerri Benavides of Houston, Rosundra Patton of Fresno, Liz Rohan, director of Cat Spring.

Graduates pictured (left to right) back row: Linda Beeson, faculty of Louise, Ranisha Carter of Houston, Raytoysha McMillion of Wharton, Christine Cantu of Rosenberg, Angelica Martinez of Harlingen, Melissa Bautista of Houston, Michelle Morales of Wharton, Aimee Bubela of Nada, Jessica Hopper of El Campo, Jessica Lopez of Rosenberg, Laura Bloomquist of Needville, Kristi Taylor of Damon, Brittnea Williams of Nada, Emmalita Sherman of Wharton, Kinaye "Jade" Weaver of Wharton, Robert Benavides of Bay City, and Susie Bear, faculty of Rosenberg.

As part of the graduation ceremony, students received special awards. The Academic Excellence Award was presented to Brittnea Williams of Nada, and Ranisha Carter of Houston. The Perfect Attendance Award was presented to Angela Becton of Sealy, Laura Bloomquist of Needville, Aimee Bubela of Nada, Irma DeLeon of Rosenberg, and Kinaye "Jade" Weaver of Wharton.

Prior to graduation, students successfully completed one year of intensive study to prepare them to take the National Council of State Boards of Nursing Exam. Upon receiving their Vocational Nursing license, they will practice the art and science of nursing as a licensed vocational nurse in many areas of their local communities.

Applications for the 2009 fall class will be accepted through May 31, 2009. For information and application contact WCJC's vocational nursing program at (979) 532-6391.
WCJC GED Classes

Free ABE/GED/ESL classes are now being offered in the Wharton, Colorado, Matagorda and Fort Bend county areas. These classes are being served by Wharton County Junior College. Day Classes in the area are held at: Wharton County Junior College at the La Deiu Building Rm. 111, Monday – Thursday from 8 a.m. until noon, call 979-532-6552; in El Campo at the Adult Education Building 802 Depot Monday – Thursday from 8 a.m. to noon, call 979-543-3949; at the El Campo Housing Authority 403-A Ricebird Lane Monday and Wednesday from 8:30 a.m. to 12:30 p.m., and ESL, Tuesday and Thursday from 8:30 a.m. to 12:30 p.m., call 979-532-6552. For more information call (979) 532-6552 or 1-800-561-9252 Ext. 6552.

Will WCJC Senior Bingo

Wharton County Junior College Senior Citizen Program is inviting local residents age 60 or older to play Bingo with other seniors with prizes and refreshments furnished by Angels Care Home Health from 2-3 p.m. on Monday, Oct. 6 at the WCJC Senior Center, La Deiu Building, 911 Boiling Hwy.
Rock and Roll Hall-of-Famers, The Diamonds, are set to perform at 7 p.m. Nov. 14 in the Horton Foote Theater on the Wharton County Junior College campus in Wharton.

Tickets are $30 and may be purchased by calling Marge Kirby (979) 532-6300, Joe Waldrop (979) 532-6366.

Formed in the mid-50's, the Toronto, Canada natives known as The Diamonds, have been described as the true sound of doo-wop.

The Diamonds released their first hit song entitled, "Why Do Fools Fall In Love," in 1956.

In 1957, the group's career was taken to the next level when they released "Little Darlin," the hit song that spent eight weeks at number two on the Billboard charts.

In 2004, The Diamonds were recognized with an induction into the Vocal Group Hall of Fame. In 2006 they were inducted into the Doo-Wop Hall of Fame.

WCJC announces deans list

Wharton County Junior College has recognized a number of area students as distinguished scholars for the spring semester of 2008.

The following students were named to the dean's list for earning at least a 3.5 grade point average, out of a possible perfect 4.0, in all work completed during at least 12 semester hours of work.

- Aaron Alex Anderegg
- Ashley Nicole Rios
WCJC spikers own 2-2 district mark

Wharton County Junior College's volleyball team owns a 2-2 record in the District M Region XIV Standings.

The Lady Pioneers lost to San Jacinto College 25-18, 25-21, 25-18 last Tuesday but bounced back to beat Galveston College 25-24, 25-27, 25-20, 25-23 on Friday.

Against San Jacinto, Emmy Rodgers had five kills and Kayla Dunk had three. Kirsten Brotze had 16 digs.

Against Galveston, Dunk had nine kills with six blocks, 16 digs and two aces. Amanda Yeager had 31 assists and 23 digs, and Brotze added 24 digs and two aces.

WCJC hosted Lee College on Tuesday and plays the Lady Rebels on Thursday in Baytown.

The Lady Pioneers play San Jacinto College next Tuesday in Pasadena.

Eight Palacians on Dean's List at Wharton County Jr. College

Eight students from Palacios have been named to the Dean's List at Wharton County Junior College.

Named to the Dean's List are Dene Andrew Kubecka, Paul Robert Lanfear, Jeffrey Wade Miller, Nancy Nhi Nguyen, Sori Thanh Nguyen, Natalie Ann Shimek, Stewart Alexander Smyle and Carlos Vega.

To be named to the WCJC Dean's List, students must earn at least a 3.5 grade point average out of possible 4.0 in all work completed during at least 12 semester hours of work.
WCJC men’s women’s rodeo teams compete at NETCC in Mount Pleasant

The Wharton County Junior College men’s rodeo team finished second, and the women’s team finished fifth at this past weekend’s Northeast Texas Community College competition held in Mount Pleasant.

McNeese State University won the men’s division with 603 points, and WCJC was second with 565 points.

They were followed by Southwest Texas Community College, Hill College, Texas A&M, Panola Junior College, Sam Houston State University and Trinity Valley Community College.

McNeese also won the women’s division with 218 points. A&M was second with 213 points, Trinity Valley was third with 170 points, NETCC was fourth with 140 points and WCJC had 133 points. SHSU was sixth with 80 points, and Stephen F. Austin was seventh with 70 points.

For the WCJC men’s team, Zaive Caddell of La Grange won the bareback riding with 144 points. Paul Hernandez of Ker- rville was third with 141 points and Dillon Delaney of Sulphur, La., was fourth with 140 points.

Cade Rice of Sealy won the steer wrestling with a 8.4 second time, and Jake Gregory of

See WCJC, Page B3

---WCJC rodeo teams compete---

Continued from Page B2

Smithville finished fourth in bull riding with 143 points.

Chase Taylor of Pendleton, Ore., won the team roping header with a 12.4 second time and Shiloh Seale of Georgetown won the heeler with the same time.

Joshua Cockrell of Manvel finished eighth as a team header with a 23.3 second time and James Huddleston of Guy was eighth as a heeler.

WCJC cowgirl Lauren Cox of Cotulla earned All-Around Cowgirl honors, totaling up 120 points. She tied for fifth in barrel racing with a 36.20 second time.

She finished fifth in goat tying with a 16.4 second time.

Taylor Crouch of Bay City was sixth in goat tying with a 17.9 second time, and Kenzie Andrus of Sweeny was eighth with a 18 second time.
# Sports Scene

...A look at the area's upcoming events

## Thursday

### Junior College Volleyball
- Wharton County JC vs. Lee College in Baytown. 6 p.m.

### Sub Varsity Football
- Wharton vs. Royal at Brookshire, Frosh-JV. 5 p.m.
- Boling at Danbury, Junior Varsity. 6 p.m.
- Schulenburg at East Bernard, Junior Varsity. 6 p.m.

## Friday

### Football
- 26-3A – Royal at Wharton (Homecoming). 7:30 p.m.
- 26-3A – Columbia at Needville. 7:30 p.m.
- 26-3A – Sweeny at Stafford. 7:30 p.m.
- 26-2A – East Bernard at Schulenburg. 7:30 p.m.
- 26-2A – Brazos at Hempstead. 7:30 p.m.
- 26-2A – Hallettsville at Weimar. 7:30 p.m.
- 29-2A – Danbury at Boiling. 7:30 p.m.
- 29-2A – Hitchcock at Van Vleck. 7:30 p.m.
- 29-2A – Tidehaven vs. Industrial at Vanderbit. 7:30 p.m.
- 23-4A – Lamar Consolidated at Bay City. 7:30 p.m.
- 23-4A – Foster at El Campo. 7 p.m.
- 27-A – Louise at Shiner. 7:30 p.m.

### High School Volleyball
- 26-3A – Royal at Wharton, Varsity-JV. 4:30 p.m.
- 26-3A – Columbia at Needville, Varsity-JV-Frosh. 4:30 p.m.
- 29-3A – Sweeny at Stafford, Varsity-JV-Frosh. 4:30 p.m.
- 26-2A – East Bernard at Schulenburg, Varsity-JV-Frosh. 4:30 p.m.
- 26-2A – Brazos at Hempstead, Varsity-JV-Frosh. 4:30 p.m.
- 26-2A – Hallettsville at Weimar, Varsity-JV-Frosh. 4:30 p.m.
- 29-2A – Danbury at Boiling, Varsity-JV-Frosh. 4:15 p.m.
- 29-2A – Hitchcock at Van Vleck, Varsity-JV-Frosh. 4:15 p.m.
- 29-2A – Tidehaven at Industrial, Varsity-JV-Frosh. 4:15 p.m.

## Saturday

### High School Volleyball
- 29-2A Make Up Match – Hitchcock at Boiling, Varsity Only. 2 p.m.

### Cross Country
- Wharton at Sweeny Invitational (Camp Karankawa). 8 a.m.
- East Bernard at RTC Invitational (Festival Hill). 8 a.m.
Diamonds to play for WCJC Band fundraiser

If you love 1950s doo-wop music, make plans to attend the Nov. 14 performance of The Diamonds at the Wharton County Junior College Horton Foote Theater.

The Friday night, family-friendly performance begins at 7 p.m.

Tickets are $30 and benefit the WCJC Band.

Best known for their 1957 hit “Little Darlin’,” The Diamonds have gone on to gain induction into the Doo-Wop Hall of Fame and the Vocal Group Hall of Fame.

The singing sensation formed in the mid 1950s and first released “Why Do Fools Fall in Love” in 1956. One year later, “Little Darlin’” became an instant hit, spending eight weeks at number two on the Billboard charts. To date, the song has sold over 20 million copies worldwide. In 1958, The Diamonds released “The Stroll” which made it to number four on the Billboard charts and remained in the Top 40 for 14 weeks.

The Diamonds believe the durability of 1950s music is as much about the future as about the past. As a result, the group continues to expand its audience into all age brackets by performing in a wide array of venues.

“We've been pleased to find a growing audience among all age groups. They like songs they can understand, remember and actually sing the words to—tomorrow, or even 20 years from now,” said a Diamonds spokesperson.

Through the years since the release of “Little Darlin’” The Diamonds have learned one important lesson - the durability of 1950s music is as much about the future as about the past.

As a result, The Diamonds continue to expand their audience to this day by performing in a myriad of surroundings, including: with Symphony Orchestras, in Performing Arts Theatres and major concert halls, on cruise ships, in casinos, at county and state fairs, on tours of England, Ireland, Brazil, Chile, Korea, and Japan, for benefit concerts and conventions, at nightclubs and, through the most recent addition to their repertoire, the Christmas show “Silver Bells And Diamonds”.

A major reason for The Diamonds’ longevity as performers and entertainers lies in the diverse backgrounds of the individual members of the group.

Multi-talented tenor, Bobby Poynton, graduated from Illinois Wesleyan University in 1980 and shortly thereafter moved to Hollywood to pursue his dream of becoming an actor.

He landed parts on such shows as Days of Our Lives, Jake and the Fatman, Life Goes On, Scarecrow and Mrs. King, The Sentinel, Thru by an Angel, Viper, Promised Land and Walker: Texas Ranger. Then his continuing desire to sing full time resulted in a 6-year stint as a member of The Lettermen, recording six albums with that vocal trio. Poynton’s wide array of talents continues to entertain all that see and hear him.

Bass singer Jerry Siggins has accumulated some impressive credits of his own. Siggins has worked throughout the United States, Japan, and Australia as a singer and actor.

He spent five summers at Jackson Hole’s Pink Garter Theater and has guest starred on The Tonight Show, Tony Orlando and Dawn, and The Love Boat. Before setting down roots as a permanent member of The Diamonds in 1991, Siggins enjoyed a successful career as an actor in television commercials and was actively involved in Southern California theatre. He sang in a doo-wop group called Danny and The Dappers and was a minstayat Disneyland and Disney World as a vocalist with The Dapper Dans vocal quartet for years.

The newest addition to The Diamonds is lead singer Joe Finetti.

Finetti began his singing career in college while studying trombone and drums at Gonzaga University in Spokane, Wash. He sang with a jazz vocal group known as Phil Mattson and The P.M. Singers, a group that was up for two Grammy Awards in 1985.

He also began singing on radio and TV jingles for a local producer. He soon began writing jingles and landed a job as a jingle writer in Indianapolis. Joe's other credits include a brief stint with Bobby McFerrin’s Voicestra, followed by 14 years in another Grammy-nominated group, The Bobs.

Here he wrote, arranged and produced six albums, numerous TV and radio recordings before joining The Diamonds in June of 2003.

Baritone singer Gary Owens has spent the longest time as a Diamond—now amidst his 35th year—joining forces with bass singer John Felton in 1974.

A well-rounded musician, Owens learned his craft as a journeyman base player around Los Angeles while earning his undergraduate degree in music at California State University, Long Beach.

In the early 1980s, Owens took a brief hiatus from The Diamonds to complete his Master’s Degree in Business Administration at the University of Southern California. Besides singing, and playing saxophone and flute, Owens does much of the vocal arranging for the group.

In that capacity, he is well aware of the group’s particular effectiveness. “Although the faces have changed over the years our goal has always been to keep that classic Diamonds’ sound intact.

The Diamonds are four distinctive individuals,” he notes, “with one strong group personality.

“The four of us as a unit have a special chemistry, and it is that chemistry that gives us our unique identity.”

General admission tickets for The Diamonds benefit concert are available from any WCJC band member or by calling Marge Kirby at 532-6300 or WCJC Director of Bands Joe Waldrop at 532-6366.
Cont'd

Diamonds to play for WCJC Band Fundraiser

The Diamonds will play for the Wharton County Junior College band fundraiser on Nov. 14.
WCJC posts Dean's list

Wharton County Junior College has named the following area students to the Dean's List for the spring semester of 2008:

Needville: Tracy Rene Davey, Kaitlin Diana Felton, Robyn

Elizabeth Garlough, Cody Andrew Koeppen, Michael Ryan Lewis, Vanessa Dawn Marietta, Dalia J Martinez, Larry N McDaniel, Jennifer Lynn Meyen, Erin Shea Miller, Jalisa Leshay

Paul, Sarah Michelle Pitta, Allie Marie Schneider, Terry Rae Villarreal.
Guy: Justin James Mikeska, Debbie Upton.
Damon: Gilliam Heather Brown, Franklynn John Ellis, Jason Alan Pitz, Robert Jonathan White.
Beasley: Meredith J Carter, Curtis Wayne Ingram, Samantha Christine Stasney.
WCJC GED Classes

Free ABE/GED/ESL classes are now being offered in the Wharton, Colorado, Matagorda, and Fort Bend county areas. These classes are being served by Wharton County Junior College. Day Classes in the area are held at Wharton County Junior College at the La Deu Building, Rm. 111, Monday – Thursday from 8 a.m. until noon, call 979-532-6552, in El Campo at the Adult Education Building 802 Depot Monday – Thursday from 8 a.m. to noon, call 979-543-3949, at the El Campo Housing Authority 403-A Ricebird Lane Monday and Wednesday from 8:30 a.m. to 12:30 p.m., and ESL, Tuesday and Thursday from 8:30 a.m. to 12:30 p.m., call 979-532-6552. For more information call (979) 532-6552 or 1-800-561-9252 Ext. 6552.

WCJC Chamber Singers

Wharton County Junior College is pleased to present the Chamber Singers Concert on Thursday, Oct. 23. This talented group will sing many favorites - opening with The Star Spangled Banner and ending with some bouncy boogie woogie! The performance will be in the Horton Foote Theatre, located in the Duson Hansen Fine Arts Building on the Wharton campus. The show starts at 7:30 p.m. Cost is $4 and students with ID are free. This is a Center for the Arts production.
**The Diamonds at WCJC**

If you love 1950s doo-wop music, make plans to attend the Friday, Nov. 14 performance of The Diamonds at the Wharton County Junior College Horton Foote Theater. The family-friendly performance begins at 7 p.m. Tickets are $30 and benefit the WCJC Band. General admission tickets for the benefit concert are available from any WCJC band member or by calling Marge Kirby at 532-6300 or WCJC Director of Bands Joe Waldrop at 532-6366.

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**WCJC Chamber Singers in Concert**

Wharton County Junior College's Chamber Singers will present a concert Thursday, Oct. 23. The students will open with *The Star Spangled Banner* and end with some bouncy boogie woogie! The performance will be in the Horton Foote Theatre in the Duson Hansen Fine Arts Building on the Wharton campus. The show starts at 7:30 p.m. Cost is $4 and students with ID are free. This is a Center for the Arts production.
Raymond Pyka

The Lord called his good and faithful servant, Raymond Edward Pyka home Monday, Oct. 13, 2008. A funeral mass is 10 a.m. Friday, Oct. 17, 2008, at Holy Rosary Catholic Church in Rosenberg, Texas, with Father Bill Bartniski officiating. Interment follows at Greenlawn Memorial Park in Rosenberg.

Visitation is 5 p.m. to 8 p.m., with a 7 p.m. rosary Thursday, Oct. 16, 2008, at Holy Rosary Catholic Church in Rosenberg.

He was born Jan. 17, 1950, in Richmond, Texas, to Ike and Louise Bartos Pyka. He graduated from Lamar Consolidated High School and Wharton County Junior College. He also attended the University of Houston. He retired from Southwestern Bell Telephone Company after 30 years of service. He was a dedicated servant of the Lord. He was a member of Holy Rosary Catholic Church, and was an active member of the Third Degree Knights of Columbus.

He was preceded in death by his parents, Ike and Louise Pyka; sister, Gertrude Pyka; and his loving wife, Carol Barras Pyka.

Raymond is survived by his brother, W.J. Pyka and wife, Inga, of San Antonio; sister, Dorothy Pospisil and husband, Herman, of Rosenberg; nieces, Barbara Erickson and husband, Lonnie, and Carol Schertz and husband, Robert; nephews: James Pospisil and wife, Cynthia, Robert Pospisil, and David Pospisil and wife, Doris; great-nieces and nephews, Franklin Pospisil and wife, Jennifer, Misty Pospisil, Austin Pospisil, Rachel Schertz, Jessica Pospisil and Martin Pospisil; and great-great-niece, Reslyn Matula.

Pallbearers are James Pospisil, Robert Pospisil, Franklin Pospisil, David Pospisil, Martin Pospisil and Robert Schertz.

For those wishing, memorial donations may be made in Raymond's name to Holy Rosary Catholic Church, Keep the Vision Alive, 1416 George St., Rosenberg, TX 77471.

For those wishing tributes and words of condolence may be left for the Pyka Family at www.davisgreenlawnfh.com.

Funeral arrangements are under the direction of Davis-Greenlawn Funeral Home, 3900 B F Terry Blvd. in Rosenberg, 281-341-6800.
## Sports Scene

...A look at the area's upcoming events

### Thursday

**Sub Varsity Football**
- Wharton at Needville, Frosh-JV: 5 p.m.
- Tidelhaven at Boling, Junior Varsity: 6 p.m.
- East Bernard at Hallettsville, Junior Varsity: 6 p.m.

### Friday

**Football**
- 25-3A - Needville at Wharton: 7:30 p.m.
- 26-3A - Stafford vs. Royal at Brookshire: 7:30 p.m.
- 26-3A - Columbus at Sweeny: 7:30 p.m.
- 26-2A - Hemptead at East Bernard: 7:30 p.m.
- 26-2A - Schulenburg at Hallettsville: 7:30 p.m.
- 26-2A - Weimer vs. Rice Consolidated at Altair: 7:30 p.m.
- 29-2A - Boling vs. Tidelhaven at El Mattox: 7:30 p.m.
- 29-2A - Hitchcock at Danbury: 7:30 p.m.
- 29-2A - Van Vleck vs. Industrial at Vandervuilt: 7:30 p.m.
- 23-4A - Bay City vs. Foster at Rosenberg: 7 p.m.
- 27-A - Burton at Louise: 7:30 p.m.
- 27-A - Steiner at Ganado: 7:30 p.m.

**High School Volleyball**
- 26-3A - Needville at Wharton, Varsity-JV: 4:30 p.m.
- 26-3A - Columbus at Sweeny, Varsity-JV-Frosh: 4:30 p.m.
- 26-3A - Stafford at Royal, Varsity-JV-Frosh: 4:30 p.m.
- 26-2A - Hempstead at East Bernard, Varsity-JV-Frosh: 4:30 p.m.
- 26-2A - Schulenburg at Hallettsville, Varsity-JV-Frosh: 4:30 p.m.
- 26-2A - Weimer at Rice Cons., Varsity-JV-Frosh: 4:30 p.m.
- 26-2A - Boling at Tidelhaven, Varsity-JV-Frosh: 4 p.m.
- 29-2A - Hitchcock at Danbury, Varsity-JV-Frosh: 4:15 p.m.
- 26-2A - Van Vleck at Industrial, Varsity-JV-Frosh: 4:15 p.m.

**Junior College Volleyball**
- Wharton County JC vs. Coastal Bend in Beeville: 5 p.m.

### Saturday

**Cross Country**
- Wharton and East Bernard at Brazos Invitational in Wallis: 8 a.m.

**High School Football**
- El Campo vs. B.F. Terry in Rosenberg: 7 p.m.

**Team Tennis**
- Wharton at Angleton (Dual Matches): 9 a.m.
On with the show!

WCJC students ready production for contest

Staff Photos by Burlon Parsons
WCJC students ready production for contest

By BURLON PARSONS
bparsons@journal-spectator.com

With 13 cast members Serena Berkes of Wallis has been busy making sketches and making color swatches.

Berkes is a sophomore at Wharton County Junior College in the WCJC Drama Department.

She is busy right now creating costumes for a production of The Twelfth Night by William Shakespeare.

Helping the costume designer in this effort are theater students Kristin Donaldson and Alexandria Sutton, both sophomores from Van Vleck, and Dustin Larson, a sophomore from Brazoria.

The production will be offered to the public at 7:30 p.m. Thursday through Saturday, Nov. 6 to 8, and at 2:30 p.m. Sunday, Nov. 9.

The twist that Berkes is working with on this production is that the play is to be set in the 1960s. That’s before any of the theater students were born and they are spending time researching what was worn in that time period.

Being a costume design major, Berkes is using her talents to fit each costume to the character. This includes a draping technique she uses where she pins and cuts the fabric to the actor or actress.

“I’ve never really worked a lot with patterns,” Berkes said. “I like this draping technique because I can make adjustments as I go.”

Her preliminary pencil sketches were translated into color sketches and then her color fabric arranged. All of her work has to be approved by instructor Phil Hoke as she proceeds.

While Berkes and her crew work on costumes every Tuesday and Thursday afternoon, other crews work on sets and lights. Monday, Wednesday and Friday afternoons are for play rehearsals.

Seem like a lot of work? — it is.

But the efforts will be worth the time when the cast and crews take the production to the Kennedy Center American College Theater Festival. A number of festivals are held by the center across the country.

The one WCJC students will attend is in Hammond, La., at Southeast Louisiana State University on Nov. 20 to 22.

The WCJC students know that there will be some late nights and extra hours put in before the production goes to the stage on Nov. 6.

But like the trouper they are, they know the “show must go on.”
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Wharton, TX
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Rangers' rodeo team places 4th at Uvalde

The Wharton County Junior College men's rodeo team finished fourth at this year's Southwest Texas Junior College competition held in Uvalde.

McNeese State University took first with 526.5 points. Sam Houston State University was second with 431 points, Hill College was third with 246.5 points and the Pioneers totaled up 302 points.

They were followed by fifth-place Northeast Texas Community College, SWTJC, Panola and Trinity Valley Community College.

McNeese leads the Southern Region with 1,129 points, and WCJC is second with 867 points. Hill is third with 704 points.

The WCJC women's team failed to place in the team standings.

WCJC cowboy Zaive Caddell of La Grange won the bareback riding with a score of 77. He leads the Southern Region with 285 points.

Caleb Kelly of Mathiston, Miss., finished third in bull riding with 76 points.

Hunter Delaney of Sulphur, La., tied for fifth with 70 points.

Kelly is fifth in the region with 77.5 points.

Caleb Smidt of Yorktown finished fourth in tie down calf roping with a 10.3 second time. He is eighth in the region with 88 points.

Jarrett Gutierrez of Victoria, finished second as a team roping heeler with a 7.3 second time.

Cade Rice of Sealy finished fifth with an 8.6 second time, and Rudy Austin of Zachary, La., finished sixth with a 9.1 second time.

Kaelan Cyphers of Edinburg finished second as a header with a 7.3 second time.

In breakaway roping, WCJC cowgirl Miranda Coats of San Angelo tied for second with a 2.9 second time.

Lenzie Andrus of Sweeny finished fifth with a 3.2 second time.

Coats is third in the region with 116.5 points, and Andrus is 10th with 69 points.

Taylor Crouch of Bay City tied for fourth in goat tying with a 8.5 second time.

She's fifth in the region with 119 points.

WCJC returns to action Oct. 31, competing at McNeese State University in Lake Charles, La.
Wharton County Junior College has recognized a number of area students as distinguished scholars for the spring semester of 2008.

The following students were named to the Dean's List for earning at least a 3.5 grade point average, out of a possible perfect 4.0, in all work completed during at least twelve semester hours of work. They are listed by town.

Boling — Tye Keton Archer, Tiffany Lynn Boedeker, Javier Garza and Shain Alan West.

East Bernard — Zachary Wayne Haedge, Amanda Renee Hlavinka, Kimberly Sue House, Kyle Reece Koenig, Nicholas Wade Kresta, Diem Nhi Dang Nguyen, Lukas Duane Smith and Tammy Marie Vacek.

La Salle City — Robert Samuel Hodge.

Commissioners to allow mental health transportation officer to solicit help

By BARRY HALVORSON

Relief is on the way for Wharton County Mental Health Transportation Officer Michael Moreno as the Wharton County Commissioners approved allowing him to solicit full-time and hours-exempt employees to help with weekend transports.

Moreno had approached the commissioners at various times requesting help with the transporting.

At Monday's meeting, he reiterated the fact that while he has money in his budget to pay for help he can't find enough qualified people to help with the transports and as a result he has to do most of them personally.

In making his request, Moreno informed the court that several of the county's jail personnel, who have law enforcement licensure, have expressed an interest in helping with the driving, which pays $25 per hour. In addition, he said there are probably qualified deputies that would be willing to do the transports to pick up additional expenses.

Wharton County Sheriff's Chief Deputy Bill Copeland said he would not have any problems with deputies providing the service during their off-hours.

The main question was raised from Wharton County Auditor Sherry Howard-Boeder and Treasurer Donna Cozad concerning the pay. It was explained that if the transport resulted in overtime for a deputy or other county employee, they would have to be paid a blended time rate of their normal hourly pay and the $25 per hour offered by Moreno, which would actually be higher than the normal time and a half for overtime.

County Judge John Murry said that he had no problem as long as Moreno stayed within budget, adding that the county does not receive compensation for providing the transport from the state, but that it can only be used for that purpose. Moreno added that for the past several years he has turned unexpended budget money back into the county because of the ongoing lack of available help.

In other action, commissioners approved several health and wellness resolutions during Monday's session.

The first of those was to authorize Murry to sign a resolution applying for an Indigent Defense Grant program.

Under the terms of the grant, the county provides attorneys and other legal services for indigent court defendants and guarantees the money will be used for that purpose or be returned to the state.

The second resolution was an application to the Texas Department of Agriculture Home-Delivered Meal Grant program. The grant funds actually go to the Wharton County Junior College Senior Citizen Program, which provides the service to the community.

The final of the resolutions was a simple notification to local health care providers and pharmacies that provide care to Wharton County inmates that they will be compensated at the established Medicaid rates.
WCJC to present Concert

Wharton County Junior College is pleased to present, on Thursday, October 23, the Chamber Singers Concert. This talented group will sing many favorites - opening with The Star Spangled Banner and ending with some bouncy boogie woogie! The performance will be in the Horton Foote Theatre, located in the Duson Hansen Fine Arts Building on the Wharton campus. The show starts at 7:30 p.m. Cost is $4 and students with ID are free. This is a Center for the Arts production.

Wharton County Junior College-Fort Bend Campus holds a job fair 9:30 a.m. to noon Monday at 5333 FM 1640 in Richmond. Free to employers and job seekers. 281-239-1527 or beverlym@wcjc.edu.
Raymond Pyka

The Lord called his good and faithful servant, Raymond Edward Pyka home Monday, Oct. 13, 2008. A funeral mass is 10 a.m. Friday, Oct. 17, 2008, at Holy Rosary Catholic Church in Rosenberg, Texas, with Father Bill Barotinski officiating. Interment follows at Greenlawn Memorial Park in Rosenberg.

Visitation is 5 p.m. to 8 p.m., with a 7 p.m. rosary, Thursday, Oct. 16, 2008, at Holy Rosary Catholic Church in Rosenberg.

He was born Jan. 17, 1950, in Richmond, Texas, to Ike and Louise Bartos Pyka. He graduated from Lamar Consolidated High School and Wharton County Junior College. He also attended the University of Houston. He retired from Southwestern Bell Telephone Company after 30 years of service. He was a dedicated servant of the Lord. He was a member of Holy Rosary Catholic Church, and was an active member of the Third Degree Knights of Columbus.

He was preceded in death by his parents, Ike and Louise Pyka; sister, Gertrude Pyka; and his loving wife, Carol Barbas Pyka.

Raymond is survived by his brother, WJ Pyka and wife, Inga, of San Antonio; sister, Dorothy Pospisil and husband, Herman, of Rosenberg; nieces, Barbara Erickson and husband, Lonnie, and Carol Schertz and husband, Robert; nephews: James Pospisil and wife, Cynthia, Robert Pospisil, and David Pospisil and wife, Doris; great nieces and nephews, Franklin Pospisil and wife, Jennifer, Misty Pospisil, Austin Pospisil, Rachel Schertz, Jessica Pospisil and Martin Pospisil; and great-great-niece, Reslyn Matula.

Pallbearers are James Pospisil, Robert Pospisil, Franklin Pospisil, David Pospisil, Martin Pospisil and Robert Schertz.

For those wishing, memorial donations may be made in Raymond's name to Holy Rosary Catholic Church, Keep the Vision Alive, 1416 George St., Rosenberg, TX 77471.

For those wishing tributes and words of condolence may be left for the Pyka Family at www.davismemorialfhc.com.

Funeral arrangements are under the direction of Davis-Memorial Funeral Home, 5000 B.F. Terry Blvd. in Rosenberg, 281-941-8900.
Truitt

Robert Louis Truitt peacefully departed this life, on Oct. 13, 2008, after a long and courageous battle with congestive heart failure. He was born to Louis Robert Truitt and Sarah Emma (Yeager) Truitt, on July 26, 1931, in Ingram, Texas, Kerr County.

Bob immediately acquired the nickname of "Pee Wee," which most of his friends and family still call him. He was preceded in death by his parents; two brothers, Otto and Ollie Royce Truitt and his first wife of 47 years Billye (Anderson) Truitt.

He graduated from Leander High School where he learned to play and love the game of football, playing the position of guard. In March 1951, he was inducted into the U.S. Army and in July was shipped to Korea to take part in combat duty with the 1st Cavalry Division. From Korea, he was sent to Camp Chito in Japan for combat training and to play football to entertain other troops during football season. He was honorably discharged in November 1956 after joining the Army Reserves. Bob attended Wharton Junior College from 1953 to 1954.

Bob was a man of integrity and generosity and had a great sense of humor was full of jokes and pranks. He was loved by everybody. He was a loving father, grandfather, and great-grandfather. He will be greatly missed.

Survivors include his wife, Sylvia (Hughy) Truitt, whom he married July 12, 2003; son and daughter-in-law Clint and Diane (Herring) Truitt of Georgetown; daughter and son-in-law Gaylene and Greg Doerr of Spring; step-sons Jerry Hughey of Georgetown and Alan Hughey of San Marcos; grandson Michael Truitt and wife Baine of Midland; grandson Chris Truitt and wife Becky of Georgetown; granddaughter Lauren Doerr and grandson Adam Doerr of Spring; step-grandson Will Herring and wife Dana of Lago Vista; step-granddaughter Amy and husband Chris Schroeder of Montgomery; great-granddaughter Reagan Truitt of Georgetown; step-great-grandsons Mason Schroeder of Montgomery and Wyatt Herring of Lago Vista, and step-great-granddaughter Camryn Schroeder of Montgomery. Also surviving Bob are his sisters Betty Hatch of Goldthwaite, and Dolly Nuse and her husband Clarence of Georgetown; as well as many friends and relatives who loved him very much.

Visitation was held on Wednesday, Oct. 15 at The Gabriels Funeral Chapel, 3931 1st North, Georgetown, Texas. A service celebrating Bob's life was held at 2 p.m. on Thursday, Oct. 16, 2008 in the Chapel at The Gabriels Funeral Chapel. Interment followed at IOOF Cemetery.

In lieu of flowers, memorials may be made to the Christ Lutheran Church in Georgetown.
Orchard and Wallis locals named to Dean's List

Wharton County Junior College has recognized a number of area students as distinguished scholars for the spring semester of 2008, according to Karen Preisler, Director of Admissions and Registration.

Tiffanny Nicole Lavergne, Megan Victoria Parker and Matthew Allen Pulso of Wallis and Patrick Wayne Alvarado, Brianna Michelle Linares and William Christopher Phillips of Orchard were named to the Dean's List for earning at least a 3.5 grade point average out of a possible perfect 4.0 in all work completed during at least 12 semester hours of work.

WCJC Chamber Singers In Concert
Wharton County Junior College's Chamber Singers present a concert Thursday, Oct. 23. Students will open with The Star Spangled Banner and end with some bouncy boogie-woogie. The performance is 7:30 p.m. the Horton Foote Theatre in the Duxon Hansen Fine Arts Building on the Wharton campus. Cost is $4 and students with ID are free.
The Diamonds perform concert Nov. 14 at WCJC

Rock and Roll Hall-of-Famers, The Diamonds, are set to perform at 7 p.m. Nov. 14 in the Horton Foote Theater on the Wharton County Junior College campus in Wharton.

Tickets are $30 and may be purchased by calling Marge Kirby (979) 532-6300, Joe Waldrop (979) 532-6366.

Formed in the mid-50's, the Toronto, Canada natives known as The Diamonds, have been described as the true sound of doo-wop.

The Diamonds released their first hit song entitled, "Why Do Fools Fall In Love," in 1956.

In 1957, the group's career was taken to the next level when they released "Little Darlin," the hit song that spent eight weeks at number two on the Billboard charts.

In 2004, The Diamonds were recognized with an induction into the Vocal Group Hall of Fame. In 2006 they were inducted into the Doo-Wop Hall of Fame.
WCJC choir perform music revue at dinner

On November 1, Wharton County Junior College Concert Choir and Chamber Singers will perform the 17th annual Choral Dinner/Music Revue – A Caribbean Getaway. This fundraiser dinner and program will take place in the Pioneer Student Center, Wharton campus, beginning at 7 p.m. There will also be a silent auction during the evening's entertainment. Dinner will include prime rib, twice baked potatoes with homemade desserts provided by the chorus. All proceeds benefit the Choir's

2009 performance aboard the Carnival Fantasy. Tickets are $20/person. Corporate Sponsorships are $300 for a table of 8. For more information, please contact 979-632-6300.
WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AGENDA BRIEF

AGENDA ITEM IX

MATTERS RELATING TO GENERAL ADMINISTRATION

A  Approve the proposal to be the fiscal agent for ACHIEVE Fort Bend County
Wharton County Junior College

Proposed Agenda Item

Board of Trustees Meeting

Complete this form and submit it to the Office of the President by noon on Friday, 11 days prior to the Tuesday evening meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version as long as you follow the format specified below.

Date of Board Meeting: 11-18-08
Date of this Proposal: 11-7-08

SUBJECT:

Approve the proposal to be the fiscal agent for ACHIEVE Fort Bend County.

RECOMMENDATION:

Approve the proposal to be the fiscal agent for ACHIEVE Fort Bend County.

BACKGROUND/RATIONALE:

In the fall of 2006 a small group of community members and Fort Bend ISD staff came together to consider the formation of a group to address dropouts in Fort Bend County. The two groups formed are ACHIEVE Fort Bend County and ACHIEVE Fort Bend ISD. These names were based on a Texas Education Agency initiative; ACHIEVE Texas, which focuses on preparing students for the future. The goal is to provide a community/school district collaboration resulting in an interconnected system to reduce dropout rates and to address barriers to learning and development.

The group, ACHIEVE Fort Bend, is asking Wharton County Junior College to become the fiscal agent for ACHIEVE Fort Bend. Wharton County Junior College would be an active and involved partner in the work of the group. Wharton County Junior College would determine the requirements for the reporting process based upon the financial and regulatory requirements, have an active membership on the ACHIEVE Fort Bend County coalition steering team, and be a part of the problem solution process.

Estimated Cost and Budgetary Support (how will this be paid for): N/A

RESOURCE PERSON(S) [name(s) and title(s)]:

Betty A. McCrohan, President

SIGNATURES:

Original: Betty A. McCrohan
Date: 11-7-08

Cabinet-Level Supervisor

Date

PRESIDENT'S APPROVAL:

Betty A. McCrohan
11-7-08

reg 113
6-21-95
ACHIEVE FORT BEND COUNTY:  
A PROPOSAL TO WHARTON COUNTY JUNIOR COLLEGE  
NOVEMBER 2008

BACKGROUND  
In the fall of 2006 a small group of community members and Fort Bend ISD staff came together to consider the formation of a group to address dropouts in Fort Bend County. This small group then invited persons whom they identified as having a possible interest in this issue to attend a meeting to explore the current situation. In October 2006 the first planning meeting occurred at which time the participants discussed current concerns and what steps might be taken to address these issues.

Over the next several months formal meetings occurred and two groups were formed, a community group, as well as a Fort Bend ISD group to address this issue internally. The groups were named ACHIEVE Fort Bend County and ACHIEVE Fort Bend ISD. The name was based on a Texas Education Agency initiative, ACHIEVE Texas, which focuses on preparing students for the future. The two groups each designated a facilitator and proceeded to meet separately to develop a plan of action. The groups agreed to meet periodically for reporting and collaboration.

The two groups established a purpose for their work. The goal is to provide a community/school district collaboration resulting in an interconnected system to reduce dropout rates and to address barriers to learning and development. As a result of the work to be accomplished, it is envisioned that a continuum of programs and services both in the schools and in the community will be available to our youth which will support both learning and development. An end goal is for resources to be available that will help ensure that children and adolescents have an equal opportunity to succeed at school and in adult life.

With each meeting the ACHIEVE Fort Bend County group has gained more information about the issue of dropouts and our participant list has grown. Two important partners who expressed early interest in our work included The George Foundation and The Fort Bend Chamber of Commerce. In researching other similar, but more established, collaborative groups in cities around the United States, it became obvious to us that a formal needs assessment was a critical first step needed for our group to become focused and to pinpoint actual needs. Luckily, The George Foundation had spearheaded a collaborative effort between The George Foundation and The LBJ School of Public Affairs, University of Texas at Austin, to conduct a needs assessment in Fort Bend County at that precise time. Their findings confirmed ours – dropouts are indeed an issue in our county. The results were an important springboard for our group to begin a dedicated effort to develop a countywide plan of action based upon solid evidence of need.
NEEDS
We are fortunate to have a very interested and committed core group of participants on the ACHIEVE Fort Bend County group. Lucia Street, a well-respected community member and adult literacy consultant, has been facilitating the meetings. Dr. Mary Jackson, Fort Bend ISD, has been working with Ms. Street as a support person. It was determined that what was needed at this point was the expertise of an outside facilitator skilled and experienced in leading community-based collaborative groups in the planning process. The person selected was very instrumental in helping the group to launch a focused and prioritized plan of action leading to the accomplishment of specific goals aimed at the dropout problem in the county. ACHIEVE Fort Bend County now clearly defines itself as being a county-wide initiative committed to dropout prevention and recovery.

Our group now has task groups and a website. We are beginning to establish a presence in the county. However, since the ACHIEVE Fort Bend County group is not a 501(c)(3) entity, we cannot be fiscal agent for any funds donated to this effort or potentially for any funds which we might obtain through grants and other sources in the future. ACHIEVE Fort Bend County needs an interested and viable entity that would be willing to perform this function for our group. The expectation would be that this entity would profit from the collaboration with our group in addressing specific needs of its own as well. In other words, the interests of the two groups would be mutual and, as such, this collaboration would sustain the work to be accomplished over time. Our group continues to attempt to be truly representative of Fort Bend County. This is a countywide problem that needs to be addressed as such.

PROPOSAL
Our proposal is for Wharton County Junior College to become the fiscal agent for ACHIEVE Fort Bend County. While the day to day work of this group would continue to be led by an ACHIEVE Fort Bend County person, Wharton County Junior College would be an active and involved partner in the work of the group. The facilitator of the ACHIEVE Fort Bend County group would report to Wharton County Junior College on a designated, regular basis. Wharton County Junior College would determine the requirements for this reporting process based upon the financial and regulatory requirements of your organization. Wharton County Junior College would also have active membership on the ACHIEVE Fort Bend County coalition steering team and be a part of the problem solution process. Our intention is to make this initiative a self-sustaining long term project which will function over multiple years. The dropout problem is a complex, multi-faceted one. Our group will not be able to “solve” the dropout problem in a year or two. However, over time we are confident that we can directly and successfully address the problem and provide options for a meaningful future for all Fort Bend County students.

In studying the work of other community coalitions, we have found that their work is of a long-term nature. They receive some initial funding to get them going. However, part of their work includes the development of a long range budgetary plan of action. Such coalitions are goal-directed in terms of seeking outside funding through grants and
donations. In some cases, collaborators are able to direct some of their own organizational funds to accomplish the goals of the coalition.

It is expected that the funding streams for the work of our community group will be diverse and accrue over time. From this perspective, we are seeking a long term relationship with Wharton County Junior College as fiscal agent for ACHIEVE Fort Bend County. At some point, we envision that we will be able to fund at least a part-time person to facilitate and lead the work of our group. However, at this stage we do not have the funding necessary to make this commitment.

CONTACTS
Lucia Street
Lucia Street & Associates
4 Crestwood Circle
Sugar Land, TX 77478
lucias@alltel.net
281-565-5295

Dr. Mary Jackson
Fort Bend ISD
Special Programs Department
16431 Lexington Blvd.
Sugar Land, TX 77479
mary.jackson@fortbend.k12.tx.us
281-634-1134
MATTERS RELATING TO ACADEMIC AFFAIRS

A. Information Item:

1. Seek sealed bids from vendors to print the 2009-2010 college catalog ($24,000.00 – current unrestricted operating fund budget for 2008-2009)
Complete this form and submit it to the Office of the President by noon on Friday, 11 days prior to the Tuesday evening meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version as long as you follow the format specified below.

Date of Board Meeting: November 18, 2008       Date of This Proposal: November 6, 2008

SUBJECT:

Information Item

RECOMMENDATION:

Seek sealed bids from vendors to print the 2009 – 2010 College Catalog.

BACKGROUND/RATIONALE:

Each year the College prints a Catalog describing course information and other relevant information needed by students. The college must produce a catalog on an annual basis to promote current programs and courses.

Estimated Cost & Budgetary Support (how will this be paid for?): $24,000.00


RESOURCE PERSON(S) [name(s) and title(s)]:

Dr. Ty Pate, Senior Vice President of Instruction
Zina Carter, Director of Marketing and Communications
Philip Wuthrich, Director of Purchasing

SIGNATURES:

[Signatures]

Originator

Cabinet-Level Supervisor

PRESIDENT'S APPROVAL:

[Signature]

Date
WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AGENDA BRIEF

AGENDA ITEM XI

MATTERS RELATING TO ADMINISTRATIVE SERVICES

A. Approve the plan document for the 403 Optional Retirement Program

B. Approve, by resolution, Wharton County Junior College’s participation in the National Intergovernmental Purchasing Alliance (NIPA)

C. Approve a vendor for the purchase of radiology equipment for our Radiologic Technology Program (estimated $110,000.00 – Gulf Coast Medical Foundation Grant Funds)

D. Approval of the first amendment to lease agreement with the University of Houston System ($84,798.00/yr. – unrestricted budget)

E. Information Item:

1. Seek sealed proposals from vendors to provide cafeteria services for the college ($250,000.00 – current unrestricted operating fund budget for 2009-2010)
Complete this form and submit it to the Office of the President by 5:00 pm on the eleventh day before the following Tuesday meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version as long as you follow the format specified below.

Date of Board Meeting: November 18, 2008    Date of This Proposal: October 16, 2008

SUBJECT:  
Plan Document for the 403 Optional Retirement Program which is needed to comply with the new Internal Revenue Service regulations for the 403b retirement plan

RECOMMENDATION:  
Approve the Plan Document as submitted

BACKGROUND/RATIONALE:  
The Internal Revenue Services has mandated new rules that will apply to the 403 Optional Retirement Program effective January 1, 2009. The College needs to have a Plan Document regarding the 403 Optional Retirement Plan

Estimated Cost and Budgetary Support (how will this be paid for?)  
N/A

RESOURCE PERSON(S) Conrad Kieler, Director of Payroll and Benefits

SIGNATURES:  

Conrad Kieler  
Originator  

Date  

Signature  

Cabinet-Level Supervisor  

Date  

PRESIDENT'S APPROVAL:  

Date  

Reg 113  
6-21-95, 12-16-99
ADDITION AGREEMENT FOR THE
403(b) PLAN DOCUMENT FOR PUBLIC HIGHER EDUCATION INSTITUTIONS

Employer hereby establishes a 403(b) plan by adopting the 403(b) Plan Document for Public Higher Education Institutions plan document (the “Plan”) as modified by this Adoption Agreement and agrees that the following provisions shall be incorporated as part of the Plan document.

EMPLOYER INFORMATION

Name of Employer: Wharton County Junior College

Federal Tax ID: 74-6002562

Employer’s Address:
911 Boling Highway
Wharton, TX 77488

Telephone Number: (979) 532-4560 Fax: (979) 532-6579

Contact Person: Conrad Kieler

Telephone/Extension: (979)532-6377 E-mail conradk@wcjc.edu

Type of Organization:

☒ Public Community College ☐ Public College/University

Note: If Employer is not a public education institution, this document may not be used.

PLAN INFORMATION

Name of Plan: Wharton County Junior College 403(b) Plan

Effective Date: This Adoption Agreement:

☒ establishes a Plan effective as of 1/01/2009 (the “Effective Date”) and is the first 403(b) plan document established by the Employer.

☐ amends and restates a previously established 403(b) Plan document of the Employer. The effective date of this amended Plan is ______________ (the “Effective Date”).

Eligibility: Except as otherwise selected below, all employees are immediately eligible to make contributions under the Plan. Eligibility for Employer Contributions is based on applicable employment agreements or collective bargaining agreements to which an employee is subject. The plan shall not include:

☐ Employees who are eligible to participate in one or more plans described under Section 403(b)(12)(A) of the Code during the calendar year sponsored by the Employer.

☒ Employees who are students and regularly attending classes at the Employer institution during the calendar year (limited to Employers that are educational institutions).

☒ Employees who normally work fewer than 20 hours per week (must be 20 or less; equivalent to 1,000 hours or less in a year except as otherwise provided under applicable 403(b) regulations generally effective January 1, 2009) during the calendar year.

☐ Employees who are nonresident aliens and perform no services in the U.S. during the calendar year.

Additional Eligibility Exclusions: Notwithstanding the above, employees in the classes selected below are excluded for taxable years beginning prior to January 1, 2010 but shall be eligible for participation under the plan for taxable year beginning on or after January 1, 2010.

☐ Employees who make a one-time election to participate in a governmental plan described in Code section 414(d) instead of a 403(b) plan.
Professors who are providing services on a temporary basis to another school for up to one year and for whom section 403(b) contributions are being made at a rate no greater than the rate each such professor would receive under the section 403(b) plan of the original school

Employees who are affiliated with a religious order and who have take a vow of poverty where the religious order provides for the support of such employees in their retirement

Note: The inclusion of all common law employees will prevent an inadvertent violation of the eligibility requirements of Section 403(b)(1)(ii).

Contributions into the Plan:

**Employee Contributions** (in addition to salary reduction contributions):

- [x] Roth 403(b) Contributions to the Plan are permitted beginning on **1/01/2009**.
- [ ] Roth 403(b) Contributions are NOT permitted under the Plan

*(Default: If no election is made, Roth 403(b) Contributions are not permitted)*

**Employer Contributions** (if any):

- [x] No Employer Contributions will be made.
- [ ] Employer Contributions will be made in accordance with applicable employment agreements and collective bargaining agreements, or as may be determined from year to year by the Employer.

*(Default: If no election is made, Employer Contributions are permitted)*

Notwithstanding any contrary language in the Plan, including this Adoption Agreement, the following Employer elections shall apply to Employer Contributions, After-tax Employee Elective Contributions, and Nonelective Employee Contributions under the Plan.

**EMPLOYER CONTRIBUTIONS** (Check one or more)

- [ ] Basic non-matching contribution up to _________ % of compensation
- [ ] Matching contributions up to _________ % of compensation
- [ ] Other ____________________

- [x] AFTER-TAX EMPLOYEE ELECTIVE CONTRIBUTIONS

- [ ] NONELECTIVE EMPLOYEE CONTRIBUTIONS up to _________ % of compensation

**VESTING** (Check one of a – c to apply for all employer contribution sources. Check d if applicable.) Non-vested amounts shall be accounted for separately in accordance with applicable requirements of Code Section 403(c).

Forfeitures will be used to reduce future employer contributions or pay plan expenses.

- [ ] 100% Immediate
- [ ] 3 Year Cliff (0% Years 1-2, 100% at end of 2nd year)
- [ ] 6 Year Graded
  - After Year (of service) — Percent
    - 1 Year 0%
    - 2 Years 20%
    - 3 Years 40%
    - 4 Years 60%
    - 5 Years 80%
    - 6 Years 100%
- [ ] 100% vesting at death, disability, early and normal retirement
LOANS FROM EMPLOYER CONTRIBUTIONS. Applicable if loans are permitted under the terms of the Plan and underlying investment product.

☐ Allowed from Employer non-matching contributions
☐ Allowed from Employer matching contributions
☒ No loans from Employer contributions

WITHDRAWALS FROM EMPLOYER CONTRIBUTIONS ALLOWED AT (Check all that apply. Applicable if withdrawals are permitted under the terms of the Plan and underlying investment product.)

☐ Attainment of age 59½
☐ Disability
☐ Severance from employment
☐ Hardship
☐ No in-service withdrawals allowed
☐ Allowed on all vested funds upon attainment of age
☐ Allowed upon full vesting of all employer contributions and attainment of age

OTHER PROVISIONS RELATED TO EMPLOYER CONTRIBUTIONS (NOT-OPTIONAL). Applicable to the vested portion of the participant’s account only.

- Transfers permitted to purchase service credits
- No involuntary cash-outs

15 Years of Service Catch Up Contributions: The Plan will ☒ or will not ☐ permit employees with 15 years of service with the Employer that satisfy the conditions for the Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service (Section 3.2 of the Plan) to increase their Elective Deferrals limitation.

(Default: If no election is made, Catch Up Contributions are permitted)

Investment Options: Any Annuity Contracts and/or Custodial Accounts provided by Vendors authorized on Appendix A, which may be revised from time to time, are authorized to accept contributions under the Plan.

Exchanges Within the Plan: The Plan will ☒ or will not ☐ permit Participants to make Exchanges. If permitted, Exchanges may occur between:

☒ Those organizations listed on Appendix A only (default if no election made)
☐ Those organizations listed on Appendix A and any other organization offering annuity contracts and/or custodial accounts that satisfy the requirements of Section 403(b) of the Code who execute an information sharing agreement with Employer or its appointee for purposes of satisfying applicable compliance requirements.

(Default: if no election made, Exchanges between organizations listed on Appendix A are permitted)

Transfers Into the Plan: The Plan will ☒ or will not ☐ accept Transfers from another employer’s 403(b) plan.

(Default: If no election is made, Transfers will be accepted)

Transfers From the Plan: The Plan will ☒ or will not ☐ permit Transfers from the Plan to another employer’s 403(b) plan, if requested by a former Participant.

(Default: If no election is made, Transfers will be sent to another 403(b) plan)

Financial Hardship Distributions: Hardship Distributions are ☒ or are not ☐ available under the Plan subject to availability and any additional conditions that may apply under a Participant’s 403(b) Individual Agreement(s) and as provided in Appendix A.

(Default: If no election made, Hardship Distributions are permitted)

Loans: Loans are ☒ or are not ☐ available under the Plan subject to availability and any additional conditions that may apply under a Participant’s 403(b) Individual Agreement(s) and as provided in Appendix A.
(Default: If no election made, loans are permitted) Note: The Plan prohibits loans to any Participant who has an existing outstanding defaulted loan under any retirement or deferred compensation plan sponsored by the Employer.

Direct Roth Rollovers: If Roth 403(b) Contributions are permitted to the Plan (above), direct rollovers from other Roth 403(b) or Roth 401(k) plans are ☒ not ☐ accepted into the Plan or

☐ Not Applicable because Roth Contributions are not permitted to the Plan.

(Default: If no election made, direct rollovers of Roth contributions will be permitted),

Plan Administration: The Plan shall be administered:

☐ By Employer
☐ Jointly by Employer and Vendors. Unless otherwise agreed to by the affected parties, Employer and the provider/issuer of each Funding Vehicle shall jointly act as Administrator of the Plan. Employer shall be responsible for matters relating to eligibility (including providing notice of the Plan to Employees), enrollment opportunities, Contributions authorizing disbursements in accordance with Section 5, and proper tax reporting on Contributions, Plan document maintenance and payroll related issues. The Funding Vehicles are responsible for matters relating to investing Contributions as directed by Participants, beneficiary designations, distributions authorized by the Employer, Exchanges, Transfers, Rollovers, loans, withdrawals and post-employment compliance, such as tax reporting, notice requirements and withholding on distributions.
☒ By a designated Administrator. The Employer has named ________________ The Director of Payroll and Benefits ________________ to act in this capacity.

The following section may be used to insert provisions for which there were no acceptable alternatives provided. It may be used to modify any portion of the Plan or Adoption Agreement.

NOTE: Any modifications should be carefully reviewed by Employer's legal counsel to ensure that changes do not adversely affect the Plan's qualification under Section 403(b) of the Code.

Other provisions of the Plan (Attach additional pages as necessary):

______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________

EMPLOYER ACKNOWLEDGEMENTS AND SIGNATURES

Employer acknowledges that it is an eligible public higher education institution under Section 170(b)(1)(A)(ii) of the Code and is authorized to offer a program qualified under Section 403(b) of the Internal Revenue Code

EMPLOYER

By: ________________

Print Name of Signer: Conrad Kieler

Title: Director of Payroll and Benefits

Dated: October 20, 2008
APPENDIX A
AUTHORIZED 403(b) VENDOR LIST
This list identifies the Vendors available under the designated 403(b) Plan maintained by the Employer, on or after the effective date of this Appendix A ("Effective Date"). Vendors on this Appendix A shall be subject to requirements and restrictions under the written plan, if any, provided however that such requirements and restrictions are not intended to enlarge the rights and benefits otherwise set forth in the Individual Arrangements.

Employer: Wharton County Junior College  Plan Name: Wharton County Junior College

Effective Date: 1/01/2009

A. Vendors authorized to receive contributions and transfers under the Plan:

<table>
<thead>
<tr>
<th>Name of Vendor</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Approved for hardship distributions if available, under the Individual Arrangement(s)? (indicate yes or no)</th>
<th>Approved for loans if available, under the Individual Arrangement(s)? (indicate yes or no)</th>
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(Use an additional page for additional listings.)

B. Vendors included in the Plan (as specified in applicable regulations) but which are not authorized to receive new contributions under the Plan:

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<tr>
<th>Name of Vendor</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Approved for hardship distributions if available, under the Individual Arrangement(s)? (indicate yes or no)</th>
<th>Approved for loans if available, under the Individual Arrangement(s)? (indicate yes or no)</th>
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(Use an additional page for additional listings. These products may receive transfers unless the Plan provides otherwise.)

C. Vendors that may receive transfers under the Plan pursuant to an information sharing agreement, which may remain a part of the plan but are not authorized to receive new contributions under the Plan (but may receive transfers unless the Plan provides otherwise):

<table>
<thead>
<tr>
<th>Name of Vendor</th>
<th>Contact Name</th>
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(Use an additional page for additional listings. Listings effective prior to January 1, 2009 are presumed to reflect a commitment by the Vendor and the Employer to enter into an information sharing agreement, as required in final 403(b) regulations, not later than January 1, 2009.)

Important Notes:
1. As provided under the Plan, any authorized Vendor named in Appendix A agrees to share information necessary for compliance purposes with Employer, an Administrator and/or with any other 403(b) provider as may be required or desirable to facilitate compliance with the Plan and all applicable laws and regulations.
2. Each Vendor named above is required to maintain records of the Funding Vehicles offered under the Plan to comply with the information sharing requirements of the Plan and applicable information sharing agreements.

This Appendix is dated: ___________________________
American Express Financial
American Funds Service Company
Fidelity Investments
Equitable Life
ING (Aetna Investment Service)
Kemper Investors Life Insurance Company
Lincoln National Life Insurance Company
Merrill Lynch
MetLife Resources
Nationwide Life Insurance Company
Northern Life Insurance Company
Resource Trust Company
TIAA-CREF
USAA Life Insurance Company
VALIC (Variable Annuities Life Insurance Company)
Waddel and Reed, Inc.
403(b) Plan Document For Public Higher Education Institutions

This plan document includes the IRS model language set forth in Rev. Proc. 2007-71 and has been modified to delete certain optional features and include provisions that were not included in the IRS model language. Higher Education institutions may modify this plan document by selecting certain options as provided in the Adoption Agreement, the terms of which are incorporated into this plan document.

Section 1 - Definitions

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 "Account": The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 "Account Balance": The value of the aggregate amount credited to each Participant's Account under all Accounts, including the Participant's Elective Deferrals, Roth 403(b) Contributions, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, if such contributions are authorized under the Adoption Agreement, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.3 "Administrator": Unless otherwise indicated in the Adoption Agreement, the Employer is the Administrator. Notwithstanding this appointment, the Administrator may delegate, by separate agreement, any administrative responsibilities hereunder to one or more persons, committees, Vendors, or other organizations.

1.4 "Annuity Contract": A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the state in which the Employer or Participant, as applicable, resides and that includes payment in the form of an annuity.

1.5 "Beneficiary": The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.6 "Custodial Account": The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, and/or by each Participant individually, to hold assets of the Plan.
1.7 "Code": The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 "Compensation": All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan).

1.9 "Disabled": The definition of disability provided in the applicable Individual Agreement.

1.10 "Elective Deferral": The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

1.11 "Employee": Each individual, whether appointed or elected, who is a common law employee of the Employer performing services as an employee of the Employer. This definition is not applicable unless the employee’s Compensation for performing services for a public education institution is paid by the Employer. Further, a person occupying any elective or appointive public office is not an employee performing services unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.12 "Employer": The public higher education institution identified in the Adoption Agreement as the Employer.

1.13 “Employer Contributions”: Any contributions made to the Plan by the Employer as provided in the Adoption Agreement.

1.14 "Funding Vehicles": The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.15 "Includible Compensation": An Employee’s actual wages received by Employee for the most recent period of service that may be counted as a year of service under Section 403(b)(3) of the Code, and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). Notwithstanding the foregoing, for purposes of determining Employer Contributions, Includible Compensation shall be subject to a maximum of $230,000 (or such higher maximum as may apply under section 401(a)(17) of the Code. The amount of Includible Compensation is determined without regard to any community property laws.

1.16 "Individual Agreement": The agreements between a Vendor and the Employer and/or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.
1.17 "Participant": An individual for whom Elective Deferrals or other contributions permitted herein are currently being made, or for whom such contributions have previously been made, under the Plan and who has not received a distribution of his or her entire Account Balance under the Plan.

1.18 "Plan": The name given to this Plan by the Employer in the Adoption Agreement.

1.19 "Plan year": The calendar year.

1.20 "Related Employer": The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.21 "Roth 403(b) Contribution": If authorized in the Adoption Agreement, any contribution made by a Participant which is designated as a Roth 403(b) Contribution in accordance with Section 10 of the Plan that qualifies as a Roth contribution under section 402A of the Code.

1.22 "Severance from Employment": For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public education institution, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public education institution or in a capacity that is not employment with a public education institution (e.g., ceasing to be an employee performing services for a public education institution but continuing to work for the same State or local government employer).

1.23 "Vendor": The provider of an Annuity Contract or Custodial Account, or any organization expressly authorized by such provider to act on their behalf under this Plan.

1.24 "Valuation Date": Each business day of the Plan Year.

Section 2 - Participation and Contributions

2.1 Eligibility. Except as otherwise excluded in the Adoption Agreement, each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer. However, an Employee who is a student-teacher (i.e., a person providing service as a teacher's aid on a temporary basis while attending a school, college or university) is not eligible to participate in the Plan.

2.2 Contributions. (a) Elective Deferrals. An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the appropriate Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum
deferral amount no higher than $200, and may change such minimum to a lower amount from time to
time. The participation election shall also include designation of the Funding Vehicles and Accounts
therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new
election is filed. Only an individual who performs services for the Employer as an Employee may
reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance
with the terms and conditions of the Individual Agreements. Except as otherwise provided in the Plan,
all Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon
as administratively practicable following the date applicable under the employee’s election.

(b) Roth 403(b) Contributions. If authorized in the Adoption Agreement and if permitted under an
Employee’s Individual Agreement(s), an Employee may elect to make Roth 403(b) Contributions to the
Plan in accordance with Section 10 of the Plan. The Participant’s election to make Roth 403(b)
Contributions shall be made on the agreement provided by the Administrator and shall also include
designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made.
Any such election shall remain in effect until a new election is filed. The Administrator may establish
an annual minimum Roth 403(b) Contribution amount no higher than $200, and may change such
minimum to a lower amount from time to time.

(c) Employer Contributions. (1) If authorized in the Adoption Agreement, the Employer may make
non-elective Employer contributions to Accounts of designated Employees. Employer contributions
shall be determined in accordance with the Adoption Agreement. Contributions made under this Section
2.2(c) shall be deposited into each Participant’s Account in accordance with Section 2.5 of the Plan.

(2) Employer may make contributions into the 403(b) Contracts of former Employees, provided that any
such contributions satisfy all of the following conditions:

(a) Contributions may not be made later than the fifth calendar year following the year in which the
former Employee ceased to be an Employee.
(b) Contributions may not be made following the month of the former Employee’s death.
(c) Contributions shall be 100% vested at all times.
(d) Contributions shall be based on “includible compensation” as defined in Section 403(b)(3) of the
Code as modified by IRS regulations and shall be subject to the limitations of Section 415(c)(1)
of the Code.

Subject to (b) above, amounts not contributed by Employer to any former Employee’s 403(b) Contract
due to the contribution limitations of section 415(c) of the Code shall be contributed in the next Plan
Year (and each succeeding Plan Year) until the Employer contributes all amounts due to Participant. No
contributions may be made after the last day of the fifth year following the year in which the
Participant’s Severance from Employment occurred.

2.3 Information Provided by the Employee. Each Employee enrolling in the Plan should provide to
the Administrator at the time of initial enrollment, and later if there are any changes, any information
necessary or advisable for the Administrator to administer the Plan, including any information required
under the Individual Agreements.
2.4 **Change in Elective Deferrals Election.** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals or a change in the allocation of his or her Elective Deferrals to reflect pre-tax deferrals or after-tax deferrals to the Roth 403(b) Contribution option (if permitted in the Plan), and the designation of Funding Vehicles and Accounts. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees.

2.5 **Contributions Made Promptly.** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, unless an earlier date is required by applicable state law. Employer contributions shall be transferred to the applicable Funding Vehicle within a reasonable period of time but in no event later than thirty (30) days after the end of the Employer’s regular work year for which such contributions were owed.

2.6 **Leave of Absence.** Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

**Section 3 - Limitations on Amounts Deferred**

3.1 **Basic Annual Limitation.** Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant’s Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is $15,500 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under section 415(d) of the Code.

3.2 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service.** If authorized in the Adoption Agreement, the applicable dollar amount under Section 3.1(a) for any “qualified employee” is increased (to the extent provided in the Individual Agreements) by the least of:

(a) $3,000;

(b) The excess of:

(1) $15,000, over

(2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or

(c) The excess of:

(1) $5,000 multiplied by the number of years of service of the employee with the qualified organization, over

(2) The total Elective Deferrals and, if applicable, Roth 403(b) Contributions made for the employee by the qualified organization for prior years.

For purposes of this Section 3.2, a “qualified employee” means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

3.3 **Age 50 Catch-up Elective Deferral Contributions.** An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of
Elective Deferrals and, if applicable, Roth 403(b) Contributions, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year is $5,000 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under the Code.

3.4 **Coordination.** If the Adoption Agreement authorizes contributions under Section 3.2 of the Plan, amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year be more than the Participant’s Includible Compensation for the year.

3.5 **Special Rule for a Participant Covered by Another Section 403(b) Plan.** For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a § 403(b) plan.

3.6 **Correction of Excess Elective Deferrals.** If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant in accordance with applicable IRS guidance. Notwithstanding the foregoing, if Roth 403(b) Contributions are elected in the Adoption Agreement, the correction of excess amounts shall be made pursuant to Section 10.7.

3.7 **Protection of Persons Who Serve in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee’s employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

3.8 **Annual Contribution Limits.** The aggregate amount contributed into a Participant’s 403(b) Account for any year shall not exceed the amount permitted under section 415(e) of the Code based on the Participant’s most recent period of service determined under section 403(b)(3) of the Code. If any
Employer Contributions cause a Participant’s 403(b) Contract to exceed the annual contribution limitation of section 415(c)(1) of the Code, the excess contributions shall be segregated and treated in a manner consistent with applicable IRS guidance on excess “annual additions.”

Section 4 - Loans

4.1 Loans. If authorized in the Adoption Agreement, loans shall be permitted under the Plan to the extent permitted by and in accordance with the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured.

4.2 Information Coordination Concerning Loans. Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator(s) shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator(s) shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

4.3 Maximum Loan Amount. No loan to a Participant under the Plan may exceed the lesser of:

(a) $50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) one half of the value of the Participant’s vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant’s vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

4.4 Loan Repayments For Participants in Military Service. Notwithstanding any other provision of the Plan or any Annuity Contract or Custodial Account, loan repayments by eligible uniformed services personnel may be suspended as permitted under section 404(u)(4) of the Code and the terms of any loan shall be modified to conform to the requirements of the Uniformed Services Employment and Reemployment Rights Act.
Section 5 - Benefit Distributions

5.1 Benefit Distributions At Severance from Employment or Other Distribution Event. Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.3 (relating to withdrawals of amounts rolled over into the Plan), Section 5.4 (relating to hardship), or Section 10.7 (relating to excess Roth 403(b) Contributions and/or excess Elective Deferrals) distributions from a Participant’s Account may not be made earlier than the earliest of the date on which the Participation has a Severance from Employment, dies, becomes Disabled, or attains age 59 1/2. Notwithstanding the foregoing and in accordance with the terms of the Individual Agreements, the withdrawal restrictions described above do not apply to Elective Deferrals made to an Annuity Contract and attributable earnings as of December 31, 1988. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

5.2 Minimum Distributions. Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in Treas. Reg. § 1.403(b)-6(e).

5.3 In-Service Distributions From Rollover Account. If the Funding Vehicle in which a Participant’s Account is invested maintains a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

5.4 Hardship Withdrawals. If authorized under the Adoption Agreement, (a) hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. No Elective Deferrals shall be allowed under the Plan or any other Plan of the Employer during the 6-month period beginning on the date the Participant receives a distribution on account of hardship.

(b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the Individual Agreements. Notwithstanding any Individual Agreement, the Plan only permits hardship withdrawals that satisfy the “safe harbor" standards with respect to establishing an immediate and heavy financial need (under Treas. Reg. §1.401(k)-1(d)(3)(iii)(B) and, except as the Vendor specifically agrees to administer under another permitted standard, satisfying the lack of other resources requirement (under Treas. Reg. 1.401(k)-1(d)(3)(iv)(E)) including the Vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant’s right to make Elective Deferrals under the Plan or any other Plan of the Employer.

5.5 Rollover Distributions. (a) A Participant or the Beneficiary of a deceased Participant (or a Participant’s spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code)
specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the
time of the Participant’s death was neither the spouse of the Participant nor the spouse or former spouse
of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable
only to an individual retirement account or individual retirement annuity (IRA) that has been established
on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the
Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before
making an initial eligible rollover distribution, an explanation to the Participant of his or her right to
elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

Section 6 - Rollovers to the Plan and Transfers

6.1 Eligible Rollover Contributions to the Plan.

(a) Eligible Rollover Contributions. To the extent provided in the Individual Agreements, an
Employee who is a Participant who is entitled to receive an eligible rollover distribution from another
eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to
the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require
such documentation from the distributing plan as it deems necessary to effectuate the rollover in
accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan
within the meaning of section 402(c)(8)(B) of the Code. However, unless Roth 403(b) Contributions are
authorized under the Adoption Agreement, in no event does the Plan accept a rollover contribution from
a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of
the Code.

(b) Eligible Rollover Distribution. For purposes of Section 6.1(a), an eligible rollover distribution
means any distribution of all or any portion of a Participant’s benefit under another eligible retirement
plan, except that an eligible rollover distribution does not include (1) any installment payment for a
period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other
distribution which is made upon hardship of the employee, (3) for any other distribution, the portion, if
any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code, or
corrective distribution of excess amounts in accordance with Sections 3.6 and 10.7. In addition, an
eligible retirement plan means an individual retirement account described in section 408(a) and 408A of
the Code, an individual retirement annuity described in section 408(b) and 408A of the Code, a qualified
trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of
the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the
eligible rollover distribution.

(c) Separate Accounts. Unless otherwise provided by the terms of applicable Individual Agreements,
Vendors shall provide separate accounting for any eligible rollover distribution paid to the Plan.

6.2 Plan-to-Plan Transfers to the Plan. (a) If authorized under the Adoption Agreement, the
Administrator may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer
is permitted only if the other plan provides for the direct transfer of each person’s entire interest therein
to the Plan and the participant is an Employee or former Employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treas. Reg. § 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant’s Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral or, if applicable, Roth 403(b) Contribution by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.

6.3 Plan-to-Plan Transfers from the Plan.

(a) If authorized under the Adoption Agreement, Participants and Beneficiaries may elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with Treas. Reg. § 1.403(b)-10(b)(3). A transfer is permitted under this Section 6.3(a) only if the Participants or Beneficiaries are Employees or former Employees of the Employer under the receiving plan and the other 403(b) plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other 403(b) plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose 403(b) restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant’s or Beneficiary’s interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant’s or Beneficiary’s interest in the transferor plan (e.g., a pro rata portion of the Participant’s or Beneficiary’s interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 6.3, the Plan’s liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is
permitted under the receiving plan) or to effectuate the transfer pursuant to Treas. Reg. § 1.403(b)-10(b)(3).

6.4 **Contract and Custodial Account Exchanges.** (a) If authorized in the Adoption Agreement, a Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, unless otherwise indicated on the Adoption Agreement, exchanges are not permitted to Vendors that are not eligible to receive contributions under Section 2. If the Adoption Agreement authorizes exchanges to a Vendor that is not eligible to receive contributions under Section 2, the conditions in paragraphs (b) through (d) of this Section 6.4 must be satisfied.

(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts or custodial accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following:

   (i) the Employer providing information as to whether the Participant’s employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1);

   (ii) the Vendor notifying the Employer of any hardship withdrawal under Section 5.3 if the withdrawal results in a 6-month suspension of the Participant’s right to make Elective Deferrals under the Plan; and

   (iii) the Vendor providing information to the Employer or other Vendors concerning the Participant’s or Beneficiary’s section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 5.3); and

(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following:

   (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 4.3, so that any such additional loan is not a deemed distribution under section 72(p)(1); and
(ii) information concerning the Participant’s or Beneficiary’s Roth Contributions and after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Vendor shall enter into an information sharing agreement as described in Section 6.4(d) with the Employer if the Employer’s existing contract with the Vendor does not provide for the exchange of information described in Section 6.4(d)(1) and (2).

6.5 Permissive Service Credit Transfers. (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant’s Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.5(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 6.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant’s or Beneficiary’s interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant’s or Beneficiary’s interest in the transferor plan (e.g., a pro rata portion of the Participant’s or Beneficiary’s interest in any after-tax employee contributions).

Section 7 - Investment of Contributions

7.1 Manner of Investment. All Elective Deferrals, Roth 403(b) Contributions, Employer Contributions or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

7.2 Investment of Contributions. Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers and exchanges among Annuity Contracts and Custodial Accounts may be made under this Section 7.2 to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

7.3 Current and Former Vendors. The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive
Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.2 or 6.4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 8 - Amendments to the Plan

8.1 Termination of Contributions. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

8.2 Amendment. The Employer reserves the authority to amend this Plan at any time, provided however that any amendment which reduces contractual rights or benefits under an Individual Agreement shall apply prospectively only except as required under the Code and applicable regulations promulgated thereunder.

Section 9 - Miscellaneous

9.1 Non-Assignability. Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

9.2 Domestic Relation Orders. Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

9.3 IRS Levy. Notwithstanding Section 9.1, the Administrator may direct payment from a Participant's or Beneficiary's Account the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

9.4 Tax Withholding. Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals and Roth 403(b) Contributions, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such
information as the Administrator or Vendor may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

9.5 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid in conformity with applicable Annuity Contracts or Custodial Accounts. If the applicable Annuity Contracts or Custodial Accounts do not address the issue of payments to minors and incompetents, then the Administrator shall direct payment of the benefit to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

9.6 Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned to the party that made the contribution.

9.7 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the records of the Employer or the Administrator, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. To the extent consistent with the administrative procedures of a Vendor and/or Administrator under the Plan Accounts of participants or other distributees who cannot be located may be escheated to the State in which the distributee last resided, subject to any limitations upon such procedures under applicable federal or state law.

9.8 Incorporation of Individual Agreements. The Plan, together with the Adoption Agreements and any Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Adoption Agreement and applicable Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code. In such event, the Individual Agreements shall be interpreted, to the extent possible, in a manner to conform to the Plan and applicable requirements, provided however that the Plan may not enlarge the rights of the Employer, the Administrator, or a Participant under the Individual Agreement.

9.9 Governing Law. The Plan will be construed, administered and enforced according to the Code and the laws of the state in which the Employer has its principal place of business.

9.10 Headings. Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.
9.11 **Gender.** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

9.12 **Indemnification.** If Employer appoints an Employee or committee of Employees to represent Employer as the Administrator of the Plan, Employer shall, to the extent permitted by applicable law, indemnify any such Employee acting on its behalf in this capacity. Such individuals shall be indemnified from any and all liability that may arise by reason of his action or failure to act concerning this Plan, excepting any willful misconduct or criminal acts.

9.13 **No Employer Liability.** Employer shall have no liability for the payment of benefits under the Plan provided that the providers of the applicable Annuity Contracts and Custodial Accounts receive written direction for the payment of benefits in accordance with Section 6. Each Participant shall look solely to the providers of applicable Annuity Contracts and Custodial Accounts for receipt of payments or benefits under the Plan.

**Section 10 – Roth 403(b) Contribution Provisions**

10.1 **General Application.** This Section 10 shall apply only if the Employer has elected to permit Roth Contributions under the Plan as indicated on the Adoption Agreement.

10.2 **Roth 403(b) Contributions.** Participants may make Roth 403(b) Contributions to their Accounts under the Plan if authorized by the Employer on the Adoption Agreement. Unless otherwise provided, such contributions shall be treated as Elective Deferrals and are therefore subject to the requirements and limitations imposed by section 402(g) of the Code. A Participant’s Roth 403(b) Contributions shall be allocated to a separate account maintained for such deferrals as described in Section 10.3.

10.3 **Separate Accounting Requirements.** Contributions and withdrawals of Roth 403(b) Contributions, and earnings or losses thereon, shall be credited and debited to each Participant’s Account and shall be separately accounted for under each Employee’s Account. Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis for each Employee’s Roth 403(b) Contributions. Except as provided in Section 10.6, no contributions other than Roth 403(b) Contributions and properly attributable earnings may be credited to each Employee’s Roth subaccount.

10.4 **Deposit Requirements.** Roth 403(b) Contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in accordance with Section 2.5 of the Plan, unless an earlier date is required under state law.

10.5 **Direct Roth Rollovers From the Plan.** Notwithstanding Section 5.5 of the Plan, Participants may only make a direct rollover of a distribution of Roth 403(b) Contributions (and earnings thereon) to another 403(b) plan with Roth contribution features; to a 401(k) Plan with Roth contribution features, or to a Roth IRA described in section 408A of the Code, and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

10.6 **Roth Rollovers Into the Plan.** Notwithstanding Section 6.1 of the Plan, and unless otherwise indicated on the Adoption Agreement, direct rollovers of Roth 403(b) Contributions and Roth 401(k) contributions and earnings thereon from another 403(b) plan with Roth contribution features, or from a
401(k) Plan with Roth contribution features are permitted, provided that the Funding Vehicles selected by a Participant will accept such Roth Rollovers. Direct rollovers shall only be permitted if the transmitting plan satisfies the conditions set forth in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

10.7 Correction of Excess Deferrals. To the extent consistent with the administrative procedures of a Vendor and/or Administrator under the Plan excess deferrals may be returned in a uniform manner without respect to an employee’s status as a highly compensated or nonhighly compensated employee.

10.8 Definition of Roth 403(b) Contributions. A Roth 403(b) Contribution is an Employee contribution that is:

(a) designated irrevocably by the Employee as such on his or her salary reduction/deduction form to be a Roth 403(b) Contribution; and
(b) treated by the Employer as includible in the Employee’s income.

10.9 Roth Caveat. Employer, Administrator and providers of Annuity Contracts and Custodial Accounts shall utilize good faith compliance efforts to conform to the requirements applicable to Roth 403(b) Contributions based on applicable IRS guidance related to such contributions. The Plan shall be administered and interpreted in the manner necessary to ensure compliance with such guidance.

The Employer has evidenced its intent to adopt this Plan by executing the Adoption Agreement which is a part of this 403(b) Plan document. This Plan document, the Adoption Agreement, and any underlying Annuity Contracts and Custodial Accounts provided by the Vendors authorized by the Employer, as well as necessary forms and administrative policies and procedures incorporated by the Employer, an Administrator or any Funding Vehicle shall constitute the entire Plan.
Complete this form and submit it to the Office of the President by noon on Friday, 11 days before the Tuesday evening meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version as long as you follow the format specified below.

Date of Board Meeting: November 18, 2008    Date of This Proposal: November 6, 2008

SUBJECT:

Approve, by resolution, Wharton County Junior College's participation in The National Intergovernmental Purchasing Alliance. (NIPA)

RECOMMENDATION:

Approve, by resolution, Wharton County Junior College's participation in The National Intergovernmental Purchasing Alliance. (NIPA)

BACKGROUND/RATIONALE:

Under section 271.102 of the Local Government Code, districts may utilize the contracts from this purchasing cooperative in order to satisfy State bid requirements. The Board is required to approve a resolution to join the cooperative. There are no fees paid directly by the College. All costs of participation are paid by the suppliers that sell their products. While the College is not required to purchase items from the cooperative, there will be many supply items available with deeper discounts than we currently have available.

Estimated Cost & Budgetary Support (how will this be paid for?): $0.00

RESOURCE PERSON(S) [name(s) and title(s)]:

Betty A. McCrohan, President
Bryce Kocian, Vice President of Administrative Services
Philip Wuthrich, Director of Purchasing

SIGNATURES:

[Signature]
Originator

[Signature]
Cabinet-Level Supervisor

PRESIDENT'S APPROVAL:

[Signature]

Reg 113
6-21-95
Wharton County
Junior College

PUBLIC AGENCY
APPROVING THE USE OF
THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE

Date: 11-18-2008

TO: Wharton County Junior College Board of Trustees

FROM: Betty A. McCrohan, President

SUBJECT: ORDER AUTHORIZING EXECUTION OF REGISTRATION BETWEEN Wharton County Junior College and The National Intergovernmental Purchasing Alliance.

RECOMMENDATION: Adoption of attached resolution authorizing Wharton County Junior College to register for the National Intergovernmental Purchasing Alliance.

FISCAL IMPACT: There is no cost to participate in this program. Staff believes participation in this program will produce fiscal benefits and will provide the best value to the taxpayers of the Wharton County Junior College District through the anticipated savings to be realized by this program.

BACKGROUND: The Wharton County Junior College District currently participates where possible in a number of local, regional and state cooperative purchasing programs. The goal is to aggregate our purchasing power with much larger agencies thus saving the College money and maximizing the use of public funds. The National Intergovernmental Purchasing Alliance, a nonprofit instrumentality of government is a national cooperative purchasing alliance that offers public agencies contracts that have been competitively solicited by lead government agencies for use by other government agencies. Since this program is voluntary the College can use the contracts that best fit our specific needs and requirements.

SUMMARY: Adoption of resolution will enable the College to realize real benefits for our community both in term of dollar savings but also in our ability to maximize the use of available resources.
RESOLUTION

PARTICIPATION IN THE
The National Intergovernmental Purchasing Alliance.

WHEREAS; the Wharton County Junior College District pursuant to the authority granted in Section 271.102 of the Local Government Code, desires to participate in the The National Intergovernmental Purchasing Alliance.

WHEREAS; the Wharton County Junior College District desires to participate for the purpose of fulfilling and executing its respective public governmental purposes, goals, objectives, programs and functions;

WHEREAS; the Wharton County Junior College District has reviewed the benefits of participating in this program and based on this review has concluded the program will provide the best value to taxpayers of this district through the anticipated savings to be realized;

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees of Wharton County Junior College authorizes the College to participate in the The National Intergovernmental Purchasing Alliance and that the President or designee is authorized to register for the The National Intergovernmental Purchasing Alliance on behalf of Wharton County Junior College. I certify the foregoing is a true and correct copy of the Resolution duly adopted by the Governing Body of the Wharton County Junior College District on the 18th day of November, 2008.

ADOPTED AND APPROVED this 18th day of November, 2008.

By: ____________________________

Title: __________________________

Attest: _________________________

By: ____________________________

Title: __________________________
Complete this form and submit it to the Office of the President by noon on Tuesday of the week before the Thursday evening meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version as long as you follow the format specified below.

Date of Board Meeting: November 18, 2008          Date of This Proposal: November 6, 2008

SUBJECT:

Approve a vendor for the purchase of radiology equipment for our Radiologic Technology Program.

RECOMMENDATION:

Approve a vendor for the purchase of radiology equipment for our Radiologic Technology Program

BACKGROUND/RATIONALE:

The College has requested offers from companies to supply our Radiologic Technology Program with much needed equipment. Those offers are scheduled to be opened on November 13th. A summary of those offers will be presented to the Board of Trustees for their review and approval.

Estimated Cost & Budgetary Support (how will this be paid for?): Estimated $110,000.00
Gulf Coast Medical Foundation Grant Funds

RESOURCE PERSON(S) [name(s) and title(s)]:

Dr. Ty Pate, Senior Vice President of Instruction
Carol Derkowski, Division Chair, Allied Health
Sharla Walker, Radiology Program Director
Philip Wuthrich, Director of Purchasing

SIGNATURES:

Originator  

Cabinet-Level Supervisor  

PRESIDENT’S APPROVAL:

Reg. 113
6-21-95
Proposed Agenda Item
Board of Trustees Meeting

Complete this form and submit it to the Office of the President by noon on Friday, 11 days prior to the Tuesday evening meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version as long as you follow the format specified below.

Date of Board Meeting: 11/18/08          Date of this Proposal:  11/07/08

SUBJECT:         First Amendment to UHS/WCJC Lease - Sugar Land

RECOMMENDATION:  Recommend approval of the first amendment to lease agreement with the University of Houston System.

BACKGROUND/RATIONALE: This amendment addresses two issues: changing the commencement date from January 1, 2009 to May 1, 2009 due to the Hurricane Ike damage sustained at the campus and adjusting the net usable space of WCJC from 66,000 to 72,483. The previous 66,000 square feet was an estimate and as construction has commenced and space assigned, it has been determined that WCJC will have the additional 6,483 square feet.

Estimated Cost and Budgetary Support (how will this be paid for?): additional
$84,798.00/year. Unrestricted budget

RESOURCE PERSON(S) [name(s) and title(s)]:
Betty A. McCrohan, President
Bryce D. Kocian, Vice President of Administrative Services

SIGNATURES:

Bryce Kocian  11/7/08
Originator  Date

Bryce Kocian  11/7/08
Cabinet-Level Supervisor  Date

PRESIDENT'S APPROVAL:

Betty A. McCrohan  11/7/08

Reg 113
6-21-95
October 29, 2008

Via First Class Mail

Bryce Kocian
Vice President – Administrative Services
Wharton County Junior College
911 Boling Highway
Wharton, Texas 77488

RE: First Amendment to UHS/WCJC Lease – Sugar Land

Dear Mr. Kocian:

I enclose two originals of the First Amendment to the Lease Agreement which have been by Dr. Khatur. Please have the Board President of Wharton County Junior College sign and date the originals, and return one fully executed original to me. The remaining original is for your files.

Thank you. Should you have any questions or comments, please do not hesitate to contact me at 713/743-9143.

Very truly yours,

[Signature]

Ruth E. Shapiro

Encs.
FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN THE UNIVERSITY OF HOUSTON SYSTEM
AND WHARTON COUNTY JUNIOR COLLEGE

This First Amendment to the Lease Agreement is entered into between the University of Houston System ("Lessor") and Wharton County Junior College ("Lessee") (collectively, the "Parties"). This Amendment incorporates by reference the attached Lease Agreement, fully executed as of July 8, 2008 (the "Lease Agreement").

Recitals

WHEREAS, the Parties entered into the Lease Agreement pursuant to which Lessor would lease approximately two-thirds of the total square footage of the academic facility being constructed (the "Building") at the University of Houston System–Sugar Land ("UHSSL") campus located at U.S. Highway 59 and University Boulevard;

WHEREAS, the term of the Lease was to commence on January 1, 2009;

WHEREAS, during September 2008, a hurricane damaged the Building rendering the Leased Premises unavailable for occupancy until after the originally proposed commencement date of the Lease;

WHEREFORE, in consideration of the foregoing and the additional benefits to accrue to the Parties, the Lease Agreement is hereby amended as follows:

Amendment

1. Paragraph 1 of the Lease Agreement is amended in its entirety as follows:

   Leased Premises. Under the terms and conditions set forth below, Lessor leases to Lessee, and Lessee leases from Lessor, those certain premises containing 72,483 square feet of net usable space and 101,259 gross square feet (the "Leased Premises"), in the academic facilities which are being constructed at UHSSL and which are to be owned by UHS (the "Building"), as more particularly depicted in Exhibits A through E attached hereto.

2. Paragraph 2 of the Lease Agreement is amended to change the commencement date of the Lease Term from January 1, 2009 to May 1, 2009.

3. Paragraph 7 of the Lease Agreement is amended as follows:

   Rent. During the initial three (3) years of the Lease Term, Lessee shall pay Lessor an agreed initial rate of $13.01 (rounded) per net square foot per year, based upon approximately 72,483 net usable
square feet, excluding utilities. The base rate is calculated as $943,255.00 per year, or $78,604.58 per month.

4. In Paragraph 7.1, the date “May 1” shall replace the date “January 1”.

5. The following deferred maintenance charges shall supersede those charges specified in paragraph 9.1 of the Lease Agreement:

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<th>Years</th>
<th>Amount Per Year</th>
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6. This First Amendment to the Lease Agreement is effective when fully executed by both parties and shall terminate when the Lease terminates.

7. To the extent the terms, provisions, covenants, or conditions in this Amendment are inconsistent with those in the Lease Agreement, the terms, provisions, covenants, or conditions in this Amendment shall control and be binding on the Parties as of the Effective Date of this Amendment. All other provisions of the Lease Agreement shall continue in full force and effect.

8. This Amendment can only be amended or modified upon written agreement executed by authorized representatives of the Parties.

9. This Amendment may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease Agreement to be effective as of the latest date on which it is executed by the authorized representatives of the parties.

WHARTON COUNTY JUNIOR COLLEGE

Title: Board President, WCJC

Date:____________

UNIVERSITY OF HOUSTON SYSTEM

Title: Chancellor

Date:____________

APPROVED AS TO FORM BY:

OFFICE OF THE GENERAL COUNSEL

UNIVERSITY OF HOUSTON SYSTEM
### Exhibit A - Summary of Net Usable Space - By Institution

<table>
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<tr>
<th>Institution</th>
<th>Total Gross Sq Ft (Building)</th>
<th>Total Net Usable Sq Ft (Building)</th>
<th>Shared Sq Ft (Excluding Bookstore)</th>
<th>Shared Sq Ft (Bookstore Only)</th>
<th>Total Net Usable Space Assignment</th>
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<td>5,617</td>
<td>4,059</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shared - Rooms Other Than Bookstore</td>
<td>18,904</td>
<td>11,643</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>148,433</strong></td>
<td><strong>106,000</strong></td>
<td><strong>11,643</strong></td>
<td><strong>4,059</strong></td>
<td><strong>106,000</strong></td>
</tr>
</tbody>
</table>
## Exhibit B - Summary - All Floors

### 1st Floor

<table>
<thead>
<tr>
<th></th>
<th>Usable SQ. FT.</th>
<th>Gross SQ. FT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Houston System</td>
<td>7,837</td>
<td>10,845</td>
</tr>
<tr>
<td>Wharton County Junior College</td>
<td>20,889</td>
<td>28,907</td>
</tr>
<tr>
<td>Shared</td>
<td>1,852</td>
<td>2,563</td>
</tr>
<tr>
<td>Bookstore</td>
<td>4,059</td>
<td>5,617</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>34,637</strong></td>
<td><strong>47,932</strong></td>
</tr>
</tbody>
</table>

### 2nd Floor

<table>
<thead>
<tr>
<th></th>
<th>Usable SQ. FT.</th>
<th>Gross SQ. FT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Houston System</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Wharton County Junior College</td>
<td>34,067</td>
<td>47,028</td>
</tr>
<tr>
<td>Shared</td>
<td>1,074</td>
<td>1,463</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>35,141</strong></td>
<td><strong>48,511</strong></td>
</tr>
</tbody>
</table>

### 3rd Floor

<table>
<thead>
<tr>
<th></th>
<th>Usable SQ. FT.</th>
<th>Gross SQ. FT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Houston System</td>
<td>17,828</td>
<td>24,068</td>
</tr>
<tr>
<td>Wharton County Junior College</td>
<td>9,677</td>
<td>13,064</td>
</tr>
<tr>
<td>Shared</td>
<td>8,717</td>
<td>11,768</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>36,222</strong></td>
<td><strong>48,900</strong></td>
</tr>
</tbody>
</table>

### Penthouse

<table>
<thead>
<tr>
<th></th>
<th>Usable SQ. FT.</th>
<th>Gross SQ. FT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Usable Space</td>
<td>0</td>
<td>3,090</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>0</strong></td>
<td><strong>3,090</strong></td>
</tr>
</tbody>
</table>

**Total Building Gross Square Footage**: 148,433

**Total Net Usable Square Footage**: 106,000
## Exhibit C - 1st Floor Summary

<table>
<thead>
<tr>
<th>ROOM</th>
<th>UHS</th>
<th>WCJC</th>
<th>SHARED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-purpose</td>
<td>5,268</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Lounge</td>
<td>1,061</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-purpose Storage</td>
<td>609</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-purpose AV Room</td>
<td>96</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Servery</td>
<td>197</td>
<td></td>
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<tr>
<td>Security</td>
<td>325</td>
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</tr>
<tr>
<td>Multi-purpose Storage</td>
<td>281</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tiered Classroom</td>
<td></td>
<td>1,546</td>
<td></td>
</tr>
<tr>
<td>Mailroom</td>
<td></td>
<td>306</td>
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<td>Classroom</td>
<td>703</td>
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<tr>
<td>Classroom</td>
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<tr>
<td>Classroom</td>
<td>696</td>
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<tr>
<td>Classroom</td>
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</tr>
<tr>
<td>Classroom</td>
<td>734</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom</td>
<td>723</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom</td>
<td>685</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom</td>
<td>1,019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerobics Room</td>
<td>1,682</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weight Room</td>
<td>1,918</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage</td>
<td>143</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage</td>
<td>59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Locker Room/Reception</td>
<td>1,610</td>
<td></td>
<td></td>
</tr>
<tr>
<td>One Stop Area</td>
<td></td>
<td>9,514</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>7,837</td>
<td>20,889</td>
<td>1,852</td>
</tr>
<tr>
<td><strong>Floor Gross Area</strong></td>
<td></td>
<td>47,932</td>
<td></td>
</tr>
</tbody>
</table>

| Net Usable                  | 34,637|      |        |
| Ratio Net/Gross             | 0.7226279|      |        |
### Exhibit D - 2nd Floor Area Summary

<table>
<thead>
<tr>
<th>ROOM</th>
<th>UHS</th>
<th>WCJC</th>
<th>SHARED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large Conference Room</td>
<td></td>
<td></td>
<td>495</td>
</tr>
<tr>
<td>Small Conference Room</td>
<td></td>
<td></td>
<td>339</td>
</tr>
<tr>
<td>Tiered Classroom AV Room</td>
<td></td>
<td></td>
<td>240</td>
</tr>
<tr>
<td>Faculty Office Suite</td>
<td>7,757</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Faculty Waiting &amp; Reception Area</td>
<td>931</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom Suite A</td>
<td>6,928</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom Suite B</td>
<td>10,440</td>
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<td></td>
</tr>
<tr>
<td>Lab Suite</td>
<td>8,011</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>0</td>
<td>34,067</td>
<td>1,074</td>
</tr>
</tbody>
</table>

### FLOOR GROSS AREA

| Net Usable | 35,141 |
| Ratio Net/Gross | 0.7243924 |
### UHSSL/WCJC Academic Building
### Area Calculations

#### Exhibit E - 3rd Floor Area Summary

<table>
<thead>
<tr>
<th>ROOM</th>
<th>UHS</th>
<th>WCJC</th>
<th>SHARED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biology Forensics Lab</td>
<td>1,014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prep Room</td>
<td>385</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage Room</td>
<td>436</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Biology Lab</td>
<td>1,468</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom #1</td>
<td>880</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom #2</td>
<td>741</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom #3</td>
<td>735</td>
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<td></td>
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<tr>
<td>Classroom #4</td>
<td>552</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom #5</td>
<td>599</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom #6</td>
<td>599</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom #7</td>
<td>534</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom #8</td>
<td>580</td>
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</tr>
<tr>
<td>Classroom #9</td>
<td>580</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom #10</td>
<td>970</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Faculty Office Suite</td>
<td>7,924</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large Conference Room</td>
<td></td>
<td>513</td>
<td></td>
</tr>
<tr>
<td>Small Conference Room</td>
<td></td>
<td>340</td>
<td></td>
</tr>
<tr>
<td>Tiered Classroom A/V Room</td>
<td></td>
<td>240</td>
<td></td>
</tr>
<tr>
<td>Nursing Suite</td>
<td></td>
<td></td>
<td>7,624</td>
</tr>
<tr>
<td>Open Computer Lab</td>
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<td>865</td>
<td></td>
</tr>
<tr>
<td>Instructional Computer Lab #1</td>
<td></td>
<td>899</td>
<td></td>
</tr>
<tr>
<td>Instructional Computer Lab #2</td>
<td></td>
<td>974</td>
<td></td>
</tr>
<tr>
<td>Instructional Computer Lab #3</td>
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<td>779</td>
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<tr>
<td>Storage</td>
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<td>190</td>
<td></td>
</tr>
<tr>
<td>Server Room</td>
<td></td>
<td>420</td>
<td></td>
</tr>
<tr>
<td>Chemistry Lab</td>
<td></td>
<td>1,372</td>
<td></td>
</tr>
<tr>
<td>Prep Room</td>
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<tr>
<td>General Lab</td>
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<td>1,506</td>
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</tr>
<tr>
<td>Equipment/Storage</td>
<td></td>
<td>216</td>
<td></td>
</tr>
<tr>
<td>Stock Room</td>
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<td>249</td>
<td></td>
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<tr>
<td>Stock Room</td>
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</tr>
<tr>
<td>Chemical Storage</td>
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<td></td>
</tr>
<tr>
<td>Chemistry Lab</td>
<td></td>
<td>1,356</td>
<td></td>
</tr>
</tbody>
</table>

| TOTALS                             | 17,628 | 9,677 | 8,717 |

### FLOOR GROSS AREA

<table>
<thead>
<tr>
<th></th>
<th>48,900</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Usable</td>
<td>36,222</td>
</tr>
<tr>
<td>Ratio Net/Gross</td>
<td>0.7407362</td>
</tr>
</tbody>
</table>
LEASE AGREEMENT BETWEEN
UNIVERSITY OF HOUSTON SYSTEM AND
WHARTON COUNTY JUNIOR COLLEGE

This LEASE AGREEMENT (the “Lease”) is entered into between and among the UNIVERSITY OF HOUSTON SYSTEM, a system of public institutions of higher education and agency of the State of Texas under Chapter 111.20 of the Texas Education Code (“UHS” or “Lessor”), for the use and benefit of UHS at the University of Houston System-Sugar Land campus located at U.S. Highway 59 and University Boulevard, City of Sugar Land, Texas (“UHSSL.”), whose address for purposes hereof is 311 E. Cullen Building, Houston, Texas 77204, and WHARTON COUNTY JUNIOR COLLEGE, a junior college whose service area includes, but is not limited to, the City of Sugar Land, Fort Bend County, Texas under Chapter 130.211 of the Texas Education Code (“WCJC” or “Lessee”).

For and in consideration of the mutual promises, covenants, and conditions contained herein, Lessor and Lessee (collectively, the “Parties”) hereby agree as follows:

1. **Leased Premises.** Under the terms and conditions set forth below, Lessor leases to Lessee, and Lessee leases from Lessor, those certain premises containing 66,000 square feet of net usable space, of a total of 100,000 gross square feet (the “Leased Premises”), in the academic facilities which are being constructed at UHSSL and which are to be owned by UHS (the “Building”), as more particularly shown on the floor plan attached hereto as Exhibit A. The Parties intend the square footage of the Leased Premises to constitute approximately two-thirds of the total square footage of the Building.

2. **Lease Term.** The term of this Lease and Lessee’s obligation to pay rent hereunder shall commence on the later of: (i) January 1, 2009; or (ii) if the Leased Premises are not ready for occupancy by Lessee on January 1, 2009, the term of this Lease shall begin on the date when Lessor tenders to Lessee possession of the Leased Premises (the "Commencement Date"). The Lease Term shall terminate twenty (20) years after the Commencement Date (the “Lease Term”). If the Commencement Date falls on a day other than the first day of a month, the first year of the Lease Term shall commence on the first day of the first month next succeeding the month in which the Commencement Date occurs.

3. **Renewal and Extension of Lease.** Provided Lessee is not in default beyond the expiration of any applicable cure period expressly granted to Lessee in this Lease, the Lease will be renewable for up to two (2) additional ten (10) year periods upon mutual written agreement of the Parties. The Parties’ mutual written agreement shall be executed by the appropriate individuals with authority to so bind Lessor and Lessee respectively at least one hundred eighty (180) days prior to the expiration of the Lease Term. Any renewal of this Lease shall be upon terms and conditions as agreed to and appropriate, including but not limited to, lease rates and other costs and expenses for which Lessee is obligated.
4. **Termination of Lease.** This Lease and the tenancy created under the Lease shall cease and terminate at the end of the Lease Term, or any renewal term, without the necessity of any further notice from either Lessor or Lessee. Any continued occupancy of the Leased Premises by Lessee after the expiration of the Lease Term shall not operate to renew the Lease.

4.1. Lessor may terminate this Lease in accordance with this clause, in whole, or from time to time in part, with one hundred twenty (120) days written notice to the Lessee, whenever (i) a material breach of the terms and conditions of this Lease has occurred; and (ii) Lessee has failed to cure such breach as further set forth in the default provisions of Section 36 of this Lease. In such an event, Lessee will pay the rent through the entire period of actual tenancy, and Lessor also will be entitled to exercise any right or remedy available to Lessor under this Lease and/or now or hereafter provided by law. However, neither Lessee nor Lessor shall be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination.

4.2. This Lease may be terminated under extraordinary circumstances or costs, expenses, or charges beyond the control of either Lessor or Lessee, such as those caused by natural and/or other external sources, upon mutual written agreement by the Parties, executed by the appropriate individuals with authority to bind Lessor and Lessee respectively.

5. **Holding Over.** If Lessee holds possession of the Leased Premises after the termination of this Lease without Lessor's written consent, Lessee shall become a Lessee from month to month at 120% of the monthly rent payable during the last year of the Lease Term and shall continue to be a Lessee with obligations under this Lease from month to month until either Lessor or Lessee terminates such tenancy by 30 day written notice signed by appropriate individuals with authority to so bind Lessor and Lessee. In any event, nothing herein shall confer upon Lessee any right to remain on the Leased Premises beyond six months after termination, except with Lessor's written consent. Nothing contained in this Lease shall be construed as consent by Lessor to the occupancy or possession of the Leased Premises by Lessee after termination of this Lease. Upon the termination of this Lease, Lessor shall be entitled to the benefit of all public general or public local laws relating to the speedy recovery of the possession of lands and tenements held over by Lessees, that may now or hereafter be in force.

6. **Surrender.** At the expiration or termination of the Lease Term, Lessee shall quit and surrender the Leased Premises broom-clean and in good order and condition, ordinary wear and tear and casualty excepted. Lessee shall surrender to the Lessor all keys used in connection with the Leased Premises.

7. **Rent.** During the initial three (3) years of the Lease Term, Lessee shall pay Lessor an agreed initial rate of $13.08 per square foot per month, based upon approximately 66,000 net usable square feet, excluding utilities. The base rate is calculated as $863,418 per year, or $71,951.50 per month.
7.1. This initial rent for the Lease shall remain fixed for three (3) year periods. Every three (3) years, upon written agreement executed by the appropriate individuals authorized to bind the respective Parties, the Parties may modify the rent amounts to be paid by Lessee using the following criteria: the rental market in Fort Bend County, Texas, the cost for maintenance, operations and services for the Leased Premises and Building, increases or reductions in student enrollment at UHSSL, increases in levee assessment fees, and alterations in other costs and expenses not specifically mentioned herein. In the event that the Parties cannot agree on the rent amount for the following three year period, the question of rent shall be submitted to an independent third party who is familiar with the rental market in Fort Bend County, Texas and operations of facilities similar to the Building. This third party shall be selected in accordance with a process mutually agreed upon by the Parties. The third party shall receive information from both parties and shall render a decision on the appropriate rent amount, utilizing the following criteria: the rental market in Fort Bend County, Texas, the cost for maintenance, operations and services for the Leased Premises and Building, increases or reductions in student enrollment at UHSSL, increases in levee assessment fees, and alterations in other costs and expenses not specifically mentioned herein. Under no circumstances shall the rent decrease from the initial rent. The decision of the independent third party shall be a final determination of the rent for the next three year period. The parties shall equally share the costs and expenses of the third party. The new rent shall become effective on the anniversary of the beginning of the Lease Term, meaning that if, for example, the Lease Term commences on January 1, 2009, the new rental periods shall become effective January 1, 2012, January 1, 2015, and so forth.

7.2. The rent shall be payable in advance on the first day of each calendar month during the Lease Term without notice or demand and without setoff. Lessee shall pay to the Lessor on the Commencement Date a proportionate amount of the rent for the period of time from the Commencement Date to the date on which such first monthly payment is due, i.e., for example, should the Lease commence on the 15th day of a month, Lessee shall pay from the 15th to the 1st of the next month as its initial rent payment.

7.3. Lessee shall pay all rents and other charges owed to Lessor under the Lease to the Lessor at the address set forth in Section 47 of this Lease or to such other individual and at such other place as may be designated by a legally authorized representative of Lessor. All amounts and charges in addition to the rent required to be paid by Lessee in accordance with this Lease shall be deemed to be "Additional Rent".

7.4. If any rent or Additional Rent is not paid within ten (10) days after Lessor gives Lessee written notice that such rent or Additional Rent is due and payable, Lessee shall pay to the Lessor a late charge equal to 5% of the amount of the arrearage.

8. **Proportionate Share.** Lessee’s Proportionate Share as used in this Lease shall be calculated by multiplying the expense in question by a fraction, the numerator of which shall be the gross square footage of the Leased Premises, and the denominator of which shall be the gross square footage of the Building. Lessee’s Proportionate Share under this
Lease as of the date of execution is 66%. The Parties may modify Lessee’s Proportionate Share in writing, signed by the legally authorized representatives of each party. Factors that may affect the Lessee’s Proportionate Share include, but are by no means limited to, student enrollment at UHSSL or WCJC.

9. **Deferred Maintenance.** Deferred Maintenance expenses means all reasonable expenses, including real property taxes, if any, incurred by Lessor for major repairs and other unusual or extraordinary items in the Leased Premises, the Building and Common Areas, as defined in Section 17 of this Lease. Deferred maintenance expenses further includes, but is not limited to, major repairs to and/or replacement of the roof, electrical, plumbing, mechanical, heating, air conditioning, and other infrastructure systems, repair and replacement of any fixed equipment or structural feature, or other structural items, alterations or modifications to the common areas required to comply with any governmentally imposed laws and/or regulations and/or as required for the health and safety of the university community.

9.1. Lessee shall pay the following amounts in Deferred Maintenance Charges beginning on the Commencement Date of Year 7 of the Lease Term.

<table>
<thead>
<tr>
<th>Years</th>
<th>Amount Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>7-9</td>
<td>$66,000</td>
</tr>
<tr>
<td>10-12</td>
<td>99,000</td>
</tr>
<tr>
<td>13-15</td>
<td>149,000</td>
</tr>
<tr>
<td>16-18</td>
<td>224,000</td>
</tr>
<tr>
<td>19-20</td>
<td>336,000</td>
</tr>
</tbody>
</table>

9.2. Lessee’s Deferred Maintenance charges shall be divided into 12 monthly charges per year. Lessee shall pay the monthly portion of Deferred Maintenance Charges in advance on the first day of each calendar month without notice or demand and without setoff.

10. **Services and Utilities at No Extra Cost to Lessor.** Unless indicated otherwise, Lessor will provide management and maintenance of the Building and the Common Areas referenced in Section 17 of this Lease at no extra cost or expense to Lessee. Such services shall include the Basic Operating Costs, including, but not limited to, janitorial services, grounds and building maintenance, and security services which Lessor routinely provides in other facilities it owns and operates at UHSSL, and the Levee Improvement Assessment imposed by the Fort Bend County Levee Improvement District No. 17. Basic Operating Costs shall include all operating and normal maintenance expenses of the Building and facilities, which shall consist of all expenditures of every kind and nature and which Lessor shall pay, or become obligated to pay, because of or in connection with Lessor’s ownership of the Building and operation and maintenance of the Building and other facilities at UHSSL. Except as expressly provided elsewhere in this Lease, Lessor shall be responsible for the payment of all Basic Operating Costs. Any failure by Lessor to furnish these services, or any interruption or cessation of such services resulting from necessary repairs, installation, or any causes beyond Lessor’s
control, shall not render Lessor liable in any respect for injury, damage or loss, nor be construed as an eviction of Lessee nor work an abatement of rent, nor relieve Lessee from fulfillment of any covenant or agreement in this Lease.

11. **Parking.** To the extent parking is now or hereafter available, Lessor agrees that Lessee’s faculty, staff, and students shall have the same rights for parking and to utilize the same parking areas as Lessor provides to its faculty, staff and students. Lessor shall have the right from time to time to establish and modify reasonable rules and regulations relating to the use of the parking areas, and Lessee shall abide by such rules and regulations. Lessor shall not be assumed to be or held liable for any injury or damage resulting from violation of any parking agreement, rule, regulation or law by any other individual or entity.

12. **Services and Utilities at Lessee’s Cost.** Unless indicated otherwise elsewhere in this Lease, Lessor agrees to provide, at Lessee’s cost or expense, the following services to Lessee during the Lease Term:

12.1. Lessee shall be responsible for its Proportionate Share of utility costs and expenses, including, but not limited to, electricity, natural gas, water, waste, and trash collection. Lessor shall forward copies of invoices for such costs and expenses to Lessee, indicating Lessee’s Proportionate Share. Lessee shall reimburse Lessor for such costs and expenses within thirty (30) days of Lessor’s invoices to Lessee. The above-described procedure for payment may be modified by written agreement, signed by the appropriate individuals with authority to bind Lessor and Lessee.

12.2. Lessee shall pay its Proportionate Share of the cost for vending services contracted for by Lessor. Lessee shall not enter into contracts with vendors or beverage suppliers other than those utilized by Lessor under an exclusive contract.

12.3. Each party shall maintain its own contract for bookstore services. Lessee shall not utilize a book supplier or other bookstore service supplier other than that utilized by Lessor.

13. **Other Services.** The Parties understand and agree that other non-lease type services, and the costs associated with such services, are not incorporated into or made a part of this Lease and will be addressed at a later date by one or more Inter-local Cooperation Agreements between the Parties. Such services will, if necessary, include, but not be limited to, the following items:

13.1. Joint Media Campaigns
13.2. Copying and Similar Services
13.3. Continuing Education Contract Training
13.4. Use of Shared Facilities and Rental Revenue Sharing
13.5. Work Order Services and Reimbursement Rates
13.6. Shared Library Services
13.7. Parking
13.8. Shared Technology Services

14. **Signage.** Lessee may install such signs as it wishes within the Leased Premises without permission to do so from the Lessor, as long as such signage is consistent with Section 31 below and it does not advertise beverages inconsistent with Lessor's Exclusive Beverage Sponsorship Agreement. Further, Lessee may only install outside signage consistent with other outside signage utilized by Lessor and with Lessor's written approval which shall be executed by Lessor's legally authorized representative. No other signage will be allowed.

15. **Communications Lines and Wiring.** Lessee may install lines or special wiring for telephones and other electronic or communications equipment necessary in the conduct of its business, provided that no damage is caused to the Building by the installation. Any such lines or special wiring shall remain Lessee's property, and may be realigned, maintained or removed at the sole option of Lessee during its tenancy or upon expiration or termination of this Lease unless as otherwise agreed to in writing by authorized representatives of the Parties. Lessee shall be responsible for the costs of its telephone and other similar systems it uses independently of Lessor in the Leased Premises.

16. **Use of Leased Premises.** Lessee shall use the Leased Premises for purposes consistent with a Texas junior college district and associated educational programs that Lessor is required and/or permitted by law to provide. Subject to being consistent with Lessor approved institutional programs, use of the Leased Premises may be changed, expanded, or subleased with the written approval of an authorized representative of Lessor, whose approval will not be unreasonably withheld.

17. **Common Areas.** Lessee shall have the non-exclusive right to use all common areas and facilities in or about the Building furnished by Lessor for the general use of Lessee and occupants of the Building, and their employees and invitees (the "Common Areas"). The Common Areas shall at all times be subject to Lessor's control and management. Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all Common Areas, provided such rules and regulations do not interfere with Lessee's use and occupancy of the Leased Premises and provided further that such rules and regulations are not applied or enforced in a discriminatory manner.

18. **Nuisance.** Lessee shall conduct its business and control its employees, agents, representatives, invitees, visitors, and licensees in such a manner as not to create a nuisance or interfere with, annoy or disturb any other tenant in the Building or Lessor in its management or operation of the Building.

19. **Lessee's Duty to Maintain.** Lessee shall at its own expense keep and maintain in good order, condition and repair the entire Leased Premises, including, without limitation, interior walls, floors, ceilings, heating and air conditioning, electrical and
plumbing, other than those portions or areas for which Lessor shall be responsible as indicated elsewhere in this Lease.

19.1. **Penalties.** If Lessee fails to maintain and repair the Leased Premises, Lessor may, on ten days prior notice (except that no notice shall be required in case of emergency), enter the Leased Premises and perform such repair and maintenance on behalf of Lessee. In such case, Lessee shall reimburse Lessor for all costs so incurred, plus an additional 15% surcharge, immediately upon demand.

20. **Lessor’s Right of Entry.** Lessee shall permit Lessor and its agents or representatives, upon reasonable notice, to enter into and upon any part of the Leased Premises at all hours to inspect the Leased Premises, or clean, make repairs or perform maintenance, as Lessor may deem necessary or desirable, and Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.

21. **Lessee’s Assumption of Risk:** All property of Lessee kept or stored in the Leased Premises shall be kept or stored at the sole risk of Lessee. Lessee hereby expressly agrees that Lessor shall not be liable or responsible in any manner for any damage or injury to the person or property of Lessee (including, but not limited to, the Leased Premises) or the person or property of any other person or entity.

22. **Alteration, Additions, Replacements, or Improvements.** Lessee shall not make any alterations, additions, replacements, or improvements to the Building or Leased Premises without Lessor's express written consent, which consent shall not be unreasonably withheld. All alterations, additions, replacements, or improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, by a contractor approved by Lessor. Lessee agrees that it will make all improvements to the Leased Premises at its sole cost and expense. All such work, and the contractors employed by Lessee to perform same, shall be subject to Lessor's prior approval, which shall not be unreasonably withheld or delayed. Lessee agrees that should it make any alterations, additions, replacements or improvements to the Leased Premises, it will not be acting as agent or servant of Lessor and shall pay when due all claims for labor and material. Lessee shall give Lessor at least ten (10) days, prior written notice of the commencement of any work on the Leased Premises. Lessor may elect to post notices of non-responsibility in the Building.

22.1. Except as provided elsewhere in this Lease, all alterations, additions, replacements or improvements made by either Lessee or Lessor upon the Leased Premises shall be the property of the Lessor and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease, provided, however, that Lessee shall have the privilege of installing furniture, fixtures, or machinery necessary in the conduct of its business. Such furniture, fixtures, or machinery shall remain Lessee’s property and may be removed by Lessee during the Lease Term.
22.2. Maintenance and repairs of all improvements made by Lessee shall be Lessee's sole responsibility.

22.3. In the event Lessee makes or contracts for any alterations, additions, replacements, or improvements, Lessee shall require any third party vendor or contractor performing work on the Leased Premises to carry and maintain at no expense to Lessor the insurance coverages described below in Section 24. Lessor, UHSSL, and University of Houston-Victoria ("UH-V") and Lessee are to be named as additional insureds on all such coverages. Prior to commencement of such alterations, additions, replacements, or improvements, Lessee shall provide Lessor with a Certificate of Insurance and the endorsements to the applicable policies demonstrating that the Parties are named as additional insureds.

22.4. Lessee shall not install any equipment which will necessitate any changes, replacements or additions to, or changes in the use of, the water system, heating system, plumbing system, air conditioning system, or electrical system in the Leased Premises without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessee shall not install, without written consent from Lessor, any devices in the Premises that create an unusually heavy load on floors or require unusual demand for electrical power.

23. Liens. In accordance with all legal requirements, individuals or businesses which provide services, work, labor or materials, performed for or furnished to Lessee shall be required to post performance and payment bonds prior to the commencement of any such services, work, labor, or supply of materials. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished to Lessee upon credit, and that no mechanic's, materialmen's, or other liens for any such labor or materials shall attach to or affect the estate or interest of Lessor in and to the land or Building.

24. Insurance. (a) At all times during the term of this Lease, Lessee, at its sole cost and expense, shall provide and keep in full force and effect a policy of commercial general liability insurance, naming Lessor, UHV, and UHSSL as additional insureds with respect to the Leased Premises and Lessee's business in, on, within, from or connected with the Leased Premises, pursuant to which the limits of liability shall be $1,000,000.00 in respect to any one occurrence, and at least $2,000,000.00 as the combined limit of liability, or in such other amounts as Lessor shall reasonably require. Such insurance policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days prior-written notice. Written proof of insurance in the form of a certificate and copy of the applicable insurance policy(ies) shall be delivered to UHS on the Commencement Date of this Lease and upon renewal of each such insurance policy and renewal of the Lease.

24.1. If at any time Lessee does not comply with the covenants made in this Section, Lessor may, at its option and without prejudice to any other remedy it might have, cause insurance as described above to be issued, and in such event,
Lessee shall pay the premium for such insurance as Additional Rent promptly upon Lessor's demand for such payment.

24.2. All policies covering real or personal property which either Lessor or Lessee obtains affecting the Leased Premises or the Building shall include a clause or endorsement, if obtainable, denying the insurer any rights of subrogation against the other party.

24.3. Lessor agrees to maintain, at its expense an appropriate fire, extended coverage and malicious mischief insurance policy on the Building at full replacement value.

24.4. Lessee shall, at its expense insure Lessee's furniture, furnishings, equipment, improvements and trade fixtures located in the Leased Premises under a standard fire and extended coverage insurance policy providing adequate coverage to replace such property. Lessee acknowledges that neither Lessor, UHV, nor UISSSI. shall be responsible for carrying insurance of any kind on Lessee's furniture and furnishings or its equipment, improvements or trade fixtures and that neither Lessor nor UHV shall be obligated to repair or replace the same in the event of a fire or other casualty affecting the Leased Premises.

25. **Safety.** Lessee shall not do or permit anything to be done in the Leased Premises, or bring or keep anything therein which will, in any way, increase the rate of fire or any other insurance, casualty or otherwise, on the Building, or invalidate or conflict with the fire or other insurance policies, casualty or otherwise, on the Building, fixtures or on property kept therein, or obstruct or interfere with the rights of Lessor or those of any other tenant, or in any other way injure Lessor or any other tenant, or subject Lessor or any other tenant to any liability for injury to persons or damage to property, or interfere with the good order of the Building.

26. **Notice of Loss, Damage and Injury.** Lessee agrees to notify the Lessor immediately of any fire, accident, damage or injury occurring in the Leased Premises or in the Building and of any defects therein or in any of the fixtures or equipment located therein. All other needed repairs to the Leased Premises no matter how caused are to be brought to the attention of Lessor in writing for resolution.

27. **Repairs.** Lessee shall make all repairs to the Leased Premises for damages or injuries caused by Lessee, its agents, employees, invitees, visitors, or licensees. Should Lessee fail to do so, Lessee shall pay to Lessor all of Lessor's actual costs and expenses, plus 15% overhead, to repair or replace any damage or injury done to the Building or any part thereof, caused by Lessee or Lessee's agents, employees, invitees, visitors, or licensees. Those sums shall constitute Additional Rent due with the next rental payment. Lessee will have no liability for damages from reasonable use, ordinary wear and tear, depreciation, destruction by fire or the elements, or other unavoidable act of nature. To the extent the repairs are Lessor's responsibility, Lessor shall have a reasonable period of time to make such repairs.
28. **Total or Substantial Destruction by Fire or Other Casualty.** If the Leased Premises, during the Lease Term, are damaged by fire, other casualty, or any other cause whatsoever (except condemnation), or in the event the damage or destruction shall be so extensive to the Building as to render it uneconomical and/or unusable in Lessor's reasonable opinion, to restore the Leased Premises for Lessee's use as specified herein, Lessor may, at its option, terminate this Lease upon written notice to Lessee. The terms of this Lease shall then expire by lapse of time upon the third day after such notice is mailed, and Lessee shall thereupon vacate and surrender the Leased Premises to Lessor.

28.1. No such termination shall release Lessee from any liability to Lessor arising from such damage or from any of the obligations or duties Lessee has under this Lease prior to such termination. Moreover, if such damage is due to the negligent or willful act of Lessee, or Lessee's agents, representatives, employees, invitees, visitors, or licensees, then Lessee shall be liable for the cost of all repairs and there shall be no apportionment or abatement of rent.

28.2. Within sixty (60) days of the date of material damage or destruction of the Leased Premises, Lessor shall obtain from Lessor's architect or contractor an estimate of the time which will be required to repair the Leased Premises. Lessor shall promptly communicate such estimate to Lessee. In the event that such estimate of time exceeds one hundred fifty (150) days from the date of such damage or destruction, then Lessee shall have the right, within ten (10) days of receipt of such estimate, to terminate this Lease without any further liability or obligation on the part of the parties hereto for obligations thereafter accruing, provided that Lessee shall give written notice to Lessor within such ten (10) days. This subsection further does not relieve Lessee of any liabilities, obligations, or duties specified in Section 28.1 above.

28.3. If the damage or injury is such that the damage to the Leased Premises does not render the Leased Premises uneconomical and/or unusable, and it is determined that the Leased Premises can be repaired within one hundred fifty (150) days thereafter, Lessor shall enter and repair with reasonable promptness, and this Lease shall not be affected except that the rent payable during the period of such damage, repair, and/or restoration shall be reduced according to the degree, if any, to which the Lessee's use of the Leased Premises is impaired. Lessee shall not be entitled to any other compensation, reduction, or reimbursement from Lessor as a result of any damage, destruction, repair, or restoration of or to the Leased Premises. This subsection does not relieve Lessee of any liabilities, obligations, or duties specified in Section 28.1 above. In case of damage or injury which shall not render the Leased Premises unfit for occupancy, this Lease shall not be affected, but Lessor may enter upon and shall repair the said Leased Premises with reasonable promptitude.

29. **Indemnity.** Only to the extent permitted under the Constitution and the laws of the State of Texas, Lessee shall indemnify and hold Lessor, UHV, and UHSSL
harmless from all liability for any injury, loss, or damage to person or property (including the Building, the Leased Premises and all personal property within and around the Building) resulting from: (1) Lessee’s use of the Leased Premises and Building; (2) Lessee’s breach of its obligations under this Lease; or (3) Lessee’s acts or omissions, or the acts or omissions of Lessee’s agents, employees, representatives, contractors, officers, invitees, visitors, and licensees. Only to the extent permitted under the Constitution and the laws of the State of Texas, Lessee also agrees to indemnify and hold Lessor, UHV, and UHSSL harmless from any liability, claims, expense or loss arising from or involving Lessee’s obligations under the Americans with Disabilities Act.

30. Release. Only to the extent permitted under the Constitution and the laws of the State of Texas, Lessee hereby waives and releases Lessor, UHV, and UHSSL, and any of their agents, employees, contractors, officers, invitees or licensees, of and from any and all rights of recovery, claim, action or cause of action for any loss or damage that may occur to the Building or person or property within and around the Leased Premises, by reason of fire, the elements or any other cause which is insured and covered against under the terms of standard fire, extended coverage, and other insurance policies, regardless of cause or origin, including the negligence of Lessor, UHV, and/or UHSSL, and any of their agents, employees, contractors, officers, invitees or licensees.

31. Compliance with Lessor’s Rules and Regulations. Lessee agrees to be bound by reasonable rules and regulations that are promulgated by Lessor, UHV or UHSSL as long as such rules and regulations (i) are applicable to all tenants in the Building, and (ii) do not conflict with the provisions of this Lease.

32. Requirements of Law. Lessee shall, at the sole cost and expense of Lessee, observe and comply with all laws, requirements, rules, regulations, orders, ordinances, codes or other requirements of the city, county, state and federal governments, or of any department, commission, or board thereof, now or hereafter in force and effect and applicable to Lessee’s occupancy of the Leased Premises (including but not limited to any applicable requirements of the Americans with Disabilities Act).

32.1. Neither Lessor nor Lessee shall do, or knowingly permit anything to be done, in the Building, which will, in any way, conflict with the laws, rules or regulations of any Federal governmental entity or the laws, rules or regulations of the State of Texas.

33. Taxes. Lessee shall be responsible for and shall pay when due all municipal, county or state taxes assessed, if any, during the term of this Lease against any leasehold interest or personal property of any kind, owned by, or placed in the Leased Premises by Lessee.

34. Assignment and Subletting. (a) Lessee shall not mortgage or assign this Lease, in whole or in part, nor sublet all or any part of the Leased Premises without the prior
written consent of the Lessor. If this Lease is assigned or if the Leased Premises or any part thereof are sublet or occupied by any party other than Lessee, then Lessor may collect rent from such party and apply the amount collected to the payment of rents and other charges in accordance with the provisions hereof. No such assignment, subletting, occupancy or collection shall be deemed to constitute a waiver of the prohibition against assignment or subletting without the prior written consent of the Lessor.

34.1. Any assignment or subletting by Lessee pursuant to this paragraph shall not release Lessee from its obligations under this Lease unless Lessor, by written agreement: (i) accepts such assignment or sublease; and (ii) expressly releases the Lessee from such obligations.

34.2. In the event that the aggregate amount of rent to be paid to Lessee by any assignees or subtenants is greater than the aggregate amount of rent including any additional rent required to be paid by Lessee to the Lessor pursuant to this Lease, for such assigned or sublet space, then Lessor may, at its sole option and for a period of fifteen (15) business days after receipt by Lessor of Lessee's notice of the proposed assignment or subletting, terminate this Lease and enter into a direct lease with such proposed assignee or subtenant as to the space proposed to be sublet or assigned. Any consent by Lessor to an assignment or subletting of this Lease shall not constitute a waiver of the necessity of such consent as to any subsequent assignment or subletting.

35. Eminent Domain. If all or part of the Leased Premises is legally and properly taken, condemned, or purchased by any authority, this Lease shall terminate as of the date on which Lessee is deprived of possession of the Leased Premises. Any award for the land and buildings of which the Leased Premises are a part, or any negotiated payment by private sale in lieu thereof, shall constitute Lessor's property, and Lessee hereby assigns to Lessor all its right, title and interest in and to any such award or payment. Lessee, however, shall be entitled to claim, prove and receive in any condemnation proceeding, or negotiated private sale in lieu thereof, such awards or amounts as may be allowed or paid, if any, for moving expenses, for fixtures and other equipment installed by it, at its expense, or any other amount allowed by law, provided that any such awards or amounts are made by the condemnation court or paid by the condemning authority in addition to the award made or amount paid for all land and buildings, or parts thereof, legally and properly taken, condemned, or purchased.

36. Default. If Lessee fails to pay undisputed rent or any other charges under this Lease or otherwise fails to perform its material obligations under this Lease, and this failure is not cured within 30 days after service of written notice from Lessor to Lessee of such failure (unless such performance shall reasonably require a longer period, in which case Lessee shall not be deemed in default if Lessee commences the required performance promptly and thereafter pursues and completes such action diligently and expeditiously), then Lessee is in default and Lessor may terminate this Lease in accordance with Section 4.1 of this Lease and may enter and take possession of the Leased Premises. In the event of Lessee's default, Lessor shall have the remedies set
forth below and, without limitation, all rights or remedies now or hereafter available to Lessor under the laws of the State of Texas, including, but not limited to, recovery of rent, repossession of the Leased Premises, and damages occasioned by Lessee’s default.

36.1. No act or thing done by Lessor shall be deemed to be an acceptance of a surrender of the Leased Premises, unless Lessor, through an authorized representative, shall execute a written release of Lessee. Lessee's liability under this Lease shall not be terminated by the execution of a new lease of the Leased Premises by Lessor.

36.2. No re-entry or taking possession of the Leased Premises by the Lessor or any other action taken by the Lessor, as a result of any default of Lessee, shall relieve Lessee of any of its liabilities and obligations under this Lease whether or not the Leased Premises are relet.

36.3. Remedies. In the event that Lessee materially defaults in any obligation on its part to be performed under this Lease, Lessor may terminate this Lease in accordance with the provisions of Section 4.1 of this Lease. Lessor will attempt to mitigate any damage or loss caused by Lessee’s breach by using commercially reasonable means. If Lessee is in default, Lessee will be liable for:

36.3.1. Any lost rent;

36.3.2. Lessor’s reasonable cost of reletting the Leased Premises, including brokerage fees, advertising fees, and other fees necessary to relet the Leased Premises;

36.3.3. Repairs to the Leased Premises for use beyond normal wear and tear;

36.3.4. All Lessor’s reasonable costs associated with eviction of Lessee;

36.3.5. All Lessor’s reasonable costs associated with collection of rent such as collection fees, late charges, and returned check charges;

36.3.6. Cost of removing any of Lessee’s equipment or fixtures left on the Leased Premises or in the Building;

36.3.7. Cost to remove any trash, debris, personal property, hazardous materials, or hazardous materials left by Lessee or Lessee’s agents, employees, representatives, contractors, invitees, or licensees in the Leased Premises or Building;
36.3.8. Cost to replace any unreturned keys or access devices to the Leased Premises, Building, parking areas, or other facilities located at UHSSL; and

36.3.9. Any other recovery to which Lessor may be entitled under this Lease or under law.

37. **Quiet Enjoyment.** Provided Lessee is not in default (beyond the expiration of any applicable cure periods) in the performance of any of its obligations under this Lease, and any renewals thereof, the Lessor covenants that, subject to all matters of record and applicable laws and regulations, Lessee shall have quiet and peaceful possession and enjoyment of the Leased Premises for the term hereof.

38. **Force Majeure.** If Lessor cannot perform any of its obligations due to events beyond Lessor's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Lessor's control include, but are not limited to, acts of God, war, civil commotion, terrorism, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

39. **Hazardous Materials.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials within or in the vicinity of the Leased Premises. Lessee shall not allow the storage or use of such substances or materials in any manner within or in the vicinity of the Leased Premises and/or Building unless such storage or use is sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials in such locations. Nor shall Lessee allow any such materials or substances to be brought into the Building except to use in the ordinary course of Lessee's business, and then only after written notice is given to Lessor of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any other applicable federal, state or local laws in existence during the term of this Lease, and the regulations adopted under any applicable federal, state, or local laws, and/or acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous substances or materials with respect to the Leased Premises, then Lessee shall reimburse the reasonable costs of such testing to Lessor upon demand as additional rent. In addition, Lessee shall execute affidavits, representations and the like from time to time at Lessor's request concerning Lessee's best knowledge and belief regarding the presence of hazardous substances or materials in the Building. In all events, and only to the extent permitted by the laws and Constitution of the State of Texas, Lessee shall indemnify Lessor for all costs and/or other liabilities incurred by Lessor arising from any release of hazardous materials in the Building or elsewhere if caused by Lessee, persons acting under Lessee, or any representative, employee, invitee, or licensee of Lessee.
40. **Attornment.** In the event of the exercise of any power of sale under the provisions of any mortgage or deed of trust now or hereafter encumbering the Leased Premises, the Lessee agrees that it shall attorn to the purchaser at such sale and that it shall recognize such purchaser as the Lessor under the terms of this Lease and shall continue this Lease in full force and effect regardless of whether such mortgage or deed of trust was superior or subordinate to this Lease.

41. **Written Approval or Agreement.** In any provision of this Lease requiring written notice or a statement, modification, agreement, approval or consent in writing, such writing shall be executed by authorized representatives of Lessor or Lessee with authority to bind each respective party.

42. **Severability and Enforceability.** A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect. Separate actions may be maintained each month by Lessor against Lessee to recover the damages and/or other amounts then due, without waiting until the end of the Term of this Lease to determine the aggregate amount of such damages. Failure on the part of Lessor to maintain a separate action each month to recover damages due shall not operate as a waiver of any claim that damages and/or other amounts remain due.

43. **Waiver.** No waiver by Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by an authorized representative of Lessor. Lessor’s failure to insist, in any one or more instances, upon a strict performance of any of the covenants, terms and conditions of this Lease, or to exercise any right or option contained in this Lease, shall not be construed as a waiver and shall not prevent Lessor from enforcing that provision or any other provision of this Lease in the future. Lessor’s receipt of rent, with knowledge of the breach of any covenant, term or condition of this Lease, shall not be deemed a waiver of such breach.

44. **Limitation of Warranties.** There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this Lease, and there are no warranties that extend beyond those expressly stated in this Lease.

45. **Interpretation.** The captions or headings of the sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. In any provision relating to the conduct, acts or omissions of Lessee, the term “Lessee” shall include Lessee’s agents, employees, officers, representatives, contractors, invitees, successors, licensees, or others using the Building or Leased Premises with Lessee’s expressed or implied permission.

46. **Successors.** This Lease and its terms shall be binding upon and inure to the benefit of UHS, UHV, UHSSL, and WCJC, and their respective heirs, distributes,
executors, administrators, and, except as otherwise provided in this Lease, their respective successors and assigns.

47. **Notices.** All notices from or to Lessee or Lessor required or permitted by any provision of this Lease shall be in writing and delivered or sent by registered or certified mail and addressed as follows:

**If to UHS:**
University of Houston System  
c/o University of Houston-Victoria  
Attn: Tim Hudson  
President  
University of Houston-Victoria  
3007 N. Ben Wilson  
Victoria, Texas 77901

**With copy to:**  
Dona H. Cornell, Esq.  
General Counsel  
University of Houston System  
311 E. Cullen Building  
Houston, Texas 77204

**IF to WCJC:**
Betty A. McCrohan  
President  
Wharton County Junior College  
911 Boling Highway  
Wharton, Texas 77488

**With a copy to:**  
Jeffrey J. Horner, Esq.  
Bracwell & Giuliani, LLP  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002-2770

Either party may, at any time, designate in writing a substitute address, and thereafter notices shall be directed to such substitute address.

48. **Authority.** Lessee represents and warrants to Lessor that WCJC is a junior college district, duly organized and validly existing under the laws of the State of Texas; that this Lease has been approved by all necessary parties, and that this Lease is validly executed by an authorized officer of WCJC and is binding upon and enforceable against WCJC in accordance with its terms.
48.1. Lessor represents and warrants to Lessee that UHS is an agency of the State of Texas, duly organized and validly existing under the laws of the State of Texas; that this Lease has been approved by all necessary parties, and that this Lease is validly executed by an authorized representative of UHS and is binding upon and enforceable against UHS in accordance with its terms.

49. **Lessee Representations.** Lessee hereby represents and warrants that by executing this Agreement:

49.1. It is qualified to do business in the State of Texas and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

49.2. It is not in arrears in the payment of any obligation due and owing the State of Texas, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Lease, except with written notice to UHS explaining such arrearage.

49.3. It shall comply with all federal, state, and local laws, regulations, ordinances, and UHS, UHSSL, and UHV policies applicable to its activities and obligations under this Lease; and

49.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Lease.

50. **Non-Discrimination.** Lessee agrees: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract it enters into except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of such provision contained in subsection (a) above.

51. **Brokerage Fees.** Both parties represent that no broker was involved with or is entitled to any commission in connection with the Leased Premises or the negotiation of this Lease.

52. **Applicable Law and Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Texas. To the extent authorized by law, venue for any legal proceedings relating to this Agreement and/or the obligations hereunder shall lie in Harris County or Travis County, Texas.
53. **Time Being of the Essence.** TIME SHALL BE OF THE ESSENCE with respect to the performance by UHS and WCJC of each of their respective obligations under this Lease.

54. **Entire Agreement.** Except as stated elsewhere in this agreement, this Lease contains the entire agreement between UHS and WCJC relating to the Leased Premises and supersedes all negotiations, understandings and agreements, written or oral, between the parties. This Lease shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by authorized representatives of UHS and WCJC.

55. This Lease may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

**IN WITNESS WHEREOF** the Lessor and Lessee have caused this lease to be executed on their behalf by their duly authorized representatives. This lease shall be effective as of the latter of the dates listed below.

**WHARTON COUNTY JUNIOR COLLEGE**

By: [Signature]

Board President, WCJC

Date: 7-28-2008

**UNIVERSITY OF HOUSTON SYSTEM**

By: [Signature]

Renu Khator
Chancellor/President

Date: 6/26/08

APPROVED AS TO FORM BY:

[Signature]

OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEMS
Complete this form and submit it to the Office of the President by noon on Friday, 11 days prior to the Tuesday evening meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version as long as you follow the format specified below.

Date of Board Meeting: November 18, 2008    Date of This Proposal: November 6, 2008

SUBJECT:

Information Item

RECOMMENDATION:

Seek sealed proposals from vendors to provide cafeteria services for the College.

BACKGROUND/RATIONALE:

The college provides for a cafeteria service to our resident students and others at the Wharton Campus. While the agreement is reviewed each year, the actual solicitation of offers or bids from food service companies has not occurred since the current contract was put in place in 1999. We believe that periodically the College should solicit offers from the public in order to ensure that the best service and value is gained for our students. Offers should be presented for Board Approval in February of 2009.

Estimated Cost & Budgetary Support (how will this be paid for?): $250,000.00

RESOURCE PERSON(S) [name(s) and title(s)]:

Bryce D. Kocian, Vice President of Administrative Services
Philip Wuthrich, Director of Purchasing

SIGNATURES:

[Signature]
Originator

[Signature]    11-6-08
Date

[Signature]    11-6-08
Date

Cabinet-Level Supervisor

PRESIDENT’S APPROVAL:

[Signature]    11-6-08
Date
WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AGENDA BRIEF

MATTERS RELATING TO PERSONNEL

A. Board of Trustees
B. Office of President
C. Office of Academic Affairs
   1. Approve department head pay for fall 2008
   2. Approve overload correction due to WECM change to summer 1 2008
   3. Rickie J. Bonner employed as regular, full-time instructor of associate degree nursing, FAC-1-10, effective January 5, 2009
   4. Pong "David" Sheih retired as regular, full-time instructor of chemistry, FAC-7-17, effective May 17, 2009
   5. Steve P. Sieben resigned as regular, full-time director/instructor of nuclear power, FAC-1-10, effective May 31, 2009
D. Office of Administrative Services
E. Office of Student Services
F. Office of Workforce Development, Continuing Education and Distance Learning
G. Office of Technology and Institutional Research
H. Information Items: Contract Personnel Actions
I. Information Items: Non-contract Personnel Action
   1. Linda Schilhab employed as regular, full-time administrative assistant to the VP of Tech & I.R., P-13-22, effective November 10, 2008
   2. Lisa M. Shoppa reclassified from regular, full-time help desk coordinator, P-13-8, to regular, full-time distance learning support specialist, P-15-15, effective November 1, 2008
   3. Alexandria Alcalar employed as regular, part-time work force development aide, O-10-0, effective November 10, 2008
   4. Kristin A. Kirby employed as temporary, part-time volleyball coach assistant, O-1-0, $8.85 hr. x 24 hrs./wk. x 10 wks. = $2,124.00/yr., effective October 16, 2008
   5. Alexander J. Simko employed as temporary, part-time math tutor, $15.00 hr. x 5 hrs./wk. x 26 wks. = $1,950.00/yr., effective October 16, 2008
6. Ryan J. Whitlock employed as temporary, part-time security officer/Wharton, O-9-0, $11.15/hr. x 19 hrs./wk. x 45 wks. = $9,533.25/yr., effective October 20, 2008
<table>
<thead>
<tr>
<th>Banner ID#@</th>
<th>POSN#</th>
<th>DEPARTMENT</th>
<th>DIVISION</th>
<th>AMOUNT</th>
<th>BUDGET#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brinlee, Jacqueline</td>
<td>00048717</td>
<td>COS001</td>
<td>Workforce</td>
<td>$1,975.00</td>
<td>1110-14022-6179-102</td>
</tr>
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</table>
Overload Correction Due to WECM Change Summer I 2008

<table>
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<tr>
<th>SEM</th>
<th>ID</th>
<th>POSN</th>
<th>NAME</th>
<th>CRN#</th>
<th>COURSE</th>
<th>DIV/CAMPUS</th>
<th>AMT</th>
<th>BANNER BUDGET #</th>
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<tr>
<td>200830</td>
<td>@00132981</td>
<td>HITW99</td>
<td>Wade, Melissa</td>
<td>30430</td>
<td>10 week course</td>
<td>AH/WHA</td>
<td>$2,625</td>
<td>1110.1401.6092.400</td>
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</table>

Omission from Summer I Part-Time Overload Pay submitted to Board of Trustees in FY08. Ms. Wade is on a 12 month contract and typically does not receive an overload; but as a result of a WECM change in which a 2 hour course was changed to a 5 hour course, it was necessary for her to work 10.5 hrs/week x 10 weeks x $25/hr. This is to be paid from the SVPI Part-Time Faculty Salary Contingency Fund upon approval of the Board.
### Personnel Action Form

**Wharton County Junior College**

**Human Resources**

<table>
<thead>
<tr>
<th>Social Security No.</th>
<th>Last Name</th>
<th>First</th>
<th>Middle Initial</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bonner</td>
<td>Rickie</td>
<td>Jo</td>
<td></td>
</tr>
</tbody>
</table>

**Address**

City | State | Zip

**Part I: Check all that apply**

**Classification:**
- [ ] New Employee
- [ ] Extension
- [ ] Reclassification
- [ ] Transfer
- [ ] Promotion
- [ ] Salary Adjustment
- [ ] Other (explain)

**Retirement**
- [ ] Resignation
- [ ] Separation (date: __________)
- [ ] Change in Assignment
- [ ] Additional Assignment
- [ ] Leave of Absence

---

**Part II: Assignment/Accounting**

**CURRENT Division/Unit:**

Job Title/Position: Specialized Area:

Budgeted Position? [ ] Yes [ ] No

Budgeted No: [ ] Yes [ ] No

Budget Number: Position No. (NBAPOSN):

Compensation:
- [ ] Annual
- [ ] Hourly
- [ ] Other (explain)

$ Monthly Rate: (Part-time only)
- [ ] At-will employee
- [ ] Per contract

Start Date: __________

End Date: __________

Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a "9-month work schedule"); but the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:

- [ ] 9 months
- [ ] 10 1/2 months
- [ ] 12 months
- [ ] Other

**PROPOSED Division/Unit:**

**Allied Health Division**

Job Title/Position: Specialized Area:

Instructor of Associate Degree Nursing

ADN Nursing

Budgeted Position? [ ] Yes [ ] No

Budgeted No: [ ] Yes [ ] No

Budget Number: Position No. (NBAPOSN):

Compensation:
- [ ] Annual
- [ ] Hourly
- [ ] Other (explain)

$51,392 Monthly Rate: (Part-time only)
- [ ] At-will employee
- [ ] Per contract

Start Date: __________

End Date: __________

Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a "9-month work schedule"); but the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:

- [ ] 9 months
- [ ] 10 1/2 months
- [ ] 12 months
- [ ] Other

**Explanation of Action:**

Fill replacement position; hiring contingent upon successful completion of graduate degree 12-08

---

**Part III: Position/Budget Authorization**

Recommended by Supervisor (Department Head) Date: __________

Approved by Vice President Date: __________

Approved by Division Chair Date: __________

Reviewed by Human Resources Date: __________

Budget Approval Date: __________

Approved by President Date: __________

Approved by Cabinet Level Supervisor Date: __________

Date approved by Board or [ ] not applicable

Reg. 821 Revised July 29, 2004
**Personnel Action Form**

**Wharton County Junior College**

**Social Security No.:**

**Last Name:** Sheih  
**First:** Pong "David"  
**Middle Initial:** Su  
**Telephone:**

**Address:**

**City:**  
**State:**  
**Zip:**

### Part I: Check all that apply

<table>
<thead>
<tr>
<th>Classification:</th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>☐ Administrative/Professional Staff</td>
<td>☐ Extension</td>
<td>☐ Retirement</td>
<td></td>
</tr>
<tr>
<td>☒ Faculty</td>
<td>☐ Reclassification</td>
<td>☐ Resignation</td>
<td></td>
</tr>
<tr>
<td>☐ Support Staff</td>
<td>☐ Transfer</td>
<td>☐ Separation (date: 05-17-09)</td>
<td></td>
</tr>
<tr>
<td>☐ Temporary</td>
<td>☒ Full-Time</td>
<td>☐ Change in Assignment</td>
<td></td>
</tr>
<tr>
<td>☐ Regular</td>
<td>☐ Part-Time</td>
<td>☐ Additional Assignment</td>
<td></td>
</tr>
<tr>
<td>☒ Other (explain)</td>
<td>☐ Salary Adjustment</td>
<td>☐ Leave of Absence</td>
<td></td>
</tr>
</tbody>
</table>

### Part II: Assignment/Accounting

**CURRENT Division/Unit:** Math & Physical Science

**Job Title/Position:** Instructor of Chemistry

**Specialized Area:** Chemistry

**Budgeted Position?** ☒ Yes ☐ No

**Funded in which FY?** FY09

**Budget Number:** 1310-14302-6091-100

**Position No. (NBAPOSN):** CHEM0003

**Compensation:**

<table>
<thead>
<tr>
<th></th>
<th>☒ Annual</th>
<th>Sched FAC</th>
<th>Hourly Rate: (Part-time only)</th>
<th></th>
</tr>
</thead>
</table>
|   | ☐ Hourly | Grade 7 | $ N/A per hr x N/A hrs/wk x N/A wks = | ☐ At-will-employee
|   | ☐ Other (explain) | Step 17 | $ N/A per year | ☒ Per contract |

**Start Date:** 08/20/01  
**End Date:** 05/17/2009

**If temporary, anticipated termination date:**

---

**Proposed Division/Unit:**

**Job Title/Position:**

**Specialized Area:**

**Budgeted Position?** ☐ Yes ☒ No

**Funded in which FY?**

**Budget Number:**

**Position No. (NBAPOSN):**

**Compensation:**

<table>
<thead>
<tr>
<th></th>
<th>☐ Annual</th>
<th>Sched</th>
<th>Hourly Rate: (Part-time only)</th>
<th></th>
</tr>
</thead>
</table>
|   | ☐ Hourly | Grade | $ N/A per hr x N/A hrs/wk x N/A wks = | ☐ At-will-employee
|   | ☐ Other (explain) | Step | $ N/A per year | ☒ Per contract |

**Start Date:**  
**End Date:**

**If temporary, anticipated termination date:**

---

**Explanation of Action:**

---

**Part III: Position/Budget Authorization**

**Recommended by Supervisor (Department Head):**  
**Date:** 10-7-08

**Approved by Vice President:**  
**Date:** 10-7-08

**Approved by Division Chair:**  
**Date:** 10-7-08

**Reviewed by Human Resources:**  
**Date:**

**Budget Approval:**  
**Date:** 10/16/08

**Approve by President:**  
**Date:**

**Date approved by Board or not applicable:**

---

Reg. 821  
Revised July 29, 2004
### Wharton County Junior College Personnel Action Form

**Social Security No.**

**Last Name**

**First**

**Middle Initial**

**Telephone**

**Address**

**City**

**State**

**Zip**

**Part I: Check all that apply**

- [x] New Employee
- [ ] Reclassification
- [ ] Transfer
- [ ] Promotion
- [ ] Salary Adjustment
- [ ] Other (explain)
- [x] Retirement
- [ ] Resignation
- [ ] Separation (date: May 31, 2009)
- [ ] Change in Assignment
- [ ] Additional Assignment
- [ ] Leave of Absence

**Part II: Assignment/Accounting**

**CURRENT**

**Division/Unit:**

**Division of Vocational Science**

**Job Title/Position:**

**Director/Instructor of Nuclear Power**

**Specialized Area:**

**Nuclear Power**

**Budgeted Position?**

- [x] Yes
- [ ] No

**Budget Number:**

1510.14310.6091.102

**Position No. (NBAPOSN):**

PWR001

**Funded in which FY?**

FY 08

**Compensation:**

<table>
<thead>
<tr>
<th>$44,550.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>[x] Annual</td>
</tr>
<tr>
<td>[ ] Hourly</td>
</tr>
<tr>
<td>[ ] Other (explain)</td>
</tr>
</tbody>
</table>

**Sched**

**Grade**

**Step**

**Hourly Rate: (Part-time only)**

$ N/A per hr x N/A hrs/wk x N/A wks =

$ N/A per year

**Start Date:**

2-01-08

**End Date:**

5-31-09

**At-will-employee**

**Per contract**

If temporary, anticipated termination date:

**Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a "9-month work schedule"), but the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:**

- [x] 9 months
- [ ] 10 1/2 months
- [ ] 12 months
- [ ] Other

**PROPOSED**

**Division/Unit:**

**Job Title/Position:**

**Specialized Area:**

**Budgeted Position?**

- [ ] Yes
- [ ] No

**Budget Number:**

Position No. (NBAPOSN):

**Funded in which FY?**

**Compensation:**

<table>
<thead>
<tr>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Annual</td>
</tr>
<tr>
<td>[ ] Hourly</td>
</tr>
<tr>
<td>[ ] Other (explain)</td>
</tr>
</tbody>
</table>

**Sched**

**Grade**

**Step**

**Hourly Rate: (Part-time only)**

$ N/A per hr x N/A hrs/wk x N/A wks =

$ N/A per year

**Start Date:**

**End Date:**

**At-will-employee**

**Per contract**

If temporary, anticipated termination date:

**Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a "9-month work schedule"), but the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:**

- [ ] 9 months
- [ ] 10 1/2 months
- [ ] 12 months
- [ ] Other

**Explanation of Action:**

**Part III: Position/Budget Authorization**

**Recommended by Supervisor (Department Head):**

**Date:**

**Approved by Vice President:**

**Date:**

10-21-08

**Approved by Division Chair:**

**Date:**

10-21-08

**Reviewed by Human Resources:**

**Date:**

10-23-08

**Budget Approval:**

**Date:**

10-27-08

**Approved by Cabinet Level Supervisor:**

**Date:**

**Date approved by Board or not applicable:**

**Reg. 821**

**Revised July 29, 2004**
Wharton County Junior College

Human Resources

Personnel Action Form

Social Security No.:

Last Name: Schillab
First Name: Linda
Middle Initial: K.

Address:

City:

State:

Zip:

Part I: Check all that apply

Classification:

- Administrative/Professional Staff
- Faculty
- Support Staff

- Temporary
- Full-Time
- Part-Time

- Regular
- Other (explain)

- New Employee
- Extension
- Reclassification
- Transfer
- Promotion
- Salary Adjustment
- Other (explain)

- Retirement
- Resignation
- Separation (date:)
- Change in Assignment
- Additional Assignment
- Leave of Absence

Job Title/Position:

Budgeted Position? □ Yes □ No

Budget Number:

Compensation:

- Annual
- Hourly
- Other (explain)

S

Start Date: □

End Date: □

Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a 9-month work schedule), but the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:

□ 9 months □ 10 1/2 months □ 12 months □ Other

Part II: Assignment/Accounting

CURRENT Division/Unit:

Job Title/Position:

Budgeted Position? □ Yes □ No

Budget Number:

Compensation:

- Annual
- Hourly
- Other (explain)

S

Start Date: □

End Date: □

If temporary, anticipated termination date:

Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a 9-month work schedule), but the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:

□ 9 months □ 10 1/2 months □ 12 months □ Other

PROPOSED Division/Unit:

Job Title/Position:

Budgeted Position? □ Yes □ No

Budget Number:

Compensation:

- Annual
- Hourly
- Other (explain)

S

Start Date: □

End Date: □

If temporary, anticipated termination date:

Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a 9-month work schedule), but the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:

□ 9 months □ 10 1/2 months □ 12 months □ Other

Explanation of Action:

Part III: Position/Budget Authorization

Recommended by Supervisor (Department Head)

Approved by Division Chair

Date

Date

Budget Approval

Date

Reviewed by Human Resources

Date

Approved by President

Date

Approved by Cabinet Level Supervisor

Date

Date approved by Board or □ not applicable

Revised July 29, 2004

Reg 821
### Personnel Action Form

**Wharton County Junior College**

**Human Resources**

#### Social Security No.: [Enter Social Security Number]

**Last Name:** Shoppa  
**First Name:** Lisa  
**Middle Initial:** M  
**Telephone:** [Enter Phone Number]

**Address:**  
**City:**  
**State:**  
**Zip:**

### Part I: Check all that apply

- **Classification:**  
  - [ ] Administrative/Professional Staff  
  - [ ] Faculty  
  - [ ] Support Staff  
- [ ] Temporary  
- [ ] Full-Time  
- [ ] Part-Time  
- [ ] New Employee  
- [ ] Extension  
- [ ] Reclassification  
- [ ] Transfer  
- [ ] Promotion  
- [ ] Salary Adjustment  
- [ ] Other (explain)

### Part II: Assignment/Accounting

#### CURRENT  
**Division/Unit:** Distance Learning  
**Job Title/Position:** Help Desk Coordinator  
**Budgeted Position:** [ ] Yes  
[ ] No  
**Budgeted Number:** 1110.1412.6101.400  
**Compensation:** $31,100.00  
**Start Date:** [ ] At-will-employee  
[ ] Per contract  
**Funded in which FY?:** 09  
**Position No. (NBAPOSN):** TE1002  
**Specialized Area:** Technology  
**Hourly Rate:** (Part-time only) $_____ per hr x _____ hrs/wk x _____ wks = $____ per year  
**Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a 9-month work schedule), but the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:**  
[ ] 9 months  
[ ] 10 1/2 months  
[ ] 12 months  
[ ] Other  
**If temporary, anticipated termination date:**

#### PROPOSED  
**Division/Unit:** Distance Learning  
**Job Title/Position:** Distance Learning Support Specialist  
**Budgeted Position:** [ ] Yes  
[ ] No  
**Budgeted Number:** 1110-1412-6000-400  
**Compensation:** $35,175.00  
**Start Date:** [ ] At-will-employee  
[ ] Per contract  
**Funded in which FY?:** 09  
**Position No. (NBAPOSN):**  
**Specialized Area:** Technology  
**Hourly Rate:** (Part-time only) $_____ per hr x _____ hrs/wk x _____ wks = $_____ per year  
**Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a 9-month work schedule), but the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:**  
[ ] 9 months  
[ ] 10 1/2 months  
[ ] 12 months  
[ ] Other  
**If temporary, anticipated termination date:**

---

**Explanation of Action:**  
Position revised to fit new demands in Dept.

---

### Part III: Position/Budget Authorization

**Recommended by Supervisor:** [Enter Name]  
**Date:** 10/31/08  
**Approved by Vice President:** [Enter Name]  
**Date:** 10/26/08  
**Approved by Division Chair:** [Enter Name]  
**Date:** 10/28/06  
**Reviewed by Human Resources:** [Enter Name]  
**Date:** 10/28/08  
**Budget Approval:** [Enter Name]  
**Date:** 10/28/08  
**Approved by Cabinet Level Supervisor:** [Enter Name]  
**Date:** 10/28/08  
**Date approved by Board or [ ] not applicable**

---

**Reg. 821**  
**Revised July 29, 2004**
**Wharton County Junior College**

**Personnel Action Form**

**Human Resources**

<table>
<thead>
<tr>
<th>Social Security No.</th>
<th>Last Name</th>
<th>First</th>
<th>Middle Initial</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Alcalar</td>
<td>Alex</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Part I: Check all that apply

<table>
<thead>
<tr>
<th>Classification</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative/Professional Staff</td>
<td>☐ New Employee</td>
<td>☐ Extension</td>
<td>☐ Separation (date: ___)</td>
<td></td>
</tr>
<tr>
<td>Faculty</td>
<td>☐ Transfer</td>
<td>☐ Salary Adjustment</td>
<td>☐ Leave of Absence</td>
<td></td>
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<tr>
<td>Support Staff</td>
<td>☐ Promotion</td>
<td>☐ Other (explain)</td>
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<table>
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<th>☐ Full-Time</th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular</td>
<td>☒ Part-Time</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### Part II: Assignment/Accounting

**CURRENT** Division/Unit: Specialized Area: Job Vacancy No.: (if applicable)

**Prohibited Division/Unit:** Specialized Area: Job Vacancy No.: (if applicable)

<table>
<thead>
<tr>
<th>Job Title/Position:</th>
<th>Specialized Area:</th>
<th>Job Vacancy No.: (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Specialized Area:</td>
<td>Job Vacancy No.: (if applicable)</td>
</tr>
</tbody>
</table>

**Budgeted Position?** ☐ Yes ☐ No

**Budget Number:** 2128.6012.8147.1012

**Compensation:**

- **Annual:** Sched ☐, Grade ☐,
- **Hourly:** $11.44 per hr x ___ hrs/wk x ___ wks = $___ per year
- **Other (explain):**

**Start Date:** 11-10-08

**End Date:**

- ☐ At-will-employee
- ☐ Per contract

**Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a 9-month work schedule); but the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:**

- ☐ 9 months
- ☒ 10 1/2 months
- ☐ 12 months
- ☐ 22 weeks

### Part III: Position/Budget Authorization

**Recommended by Supervisor (Department Head):** Date: 10-23-08

**Approved by Vice President:** Date: 11-6-08

**Approved by Division Chair:** Date: 11-6-08

**Approved by Director:** Date: 11-6-08

**Budget Approval:** Date: 11-6-08

**Approved by Cabinet Level Supervisor:** Date: 11-6-08

*Date approved by Board or ☐ not applicable*

---

Revised: July 28, 2004
Personnel Action Form
Human Resources

Social Security No. | Last Name | First | Middle Initial | Telephone
---|---|---|---|---

Address

City
State
Zip

Part I: Check all that apply

<table>
<thead>
<tr>
<th>Classification</th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>Administrative/Professional Staff</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Faculty</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support Staff</td>
<td></td>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>New Employee</th>
<th>Extension</th>
<th>Retirement</th>
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<tbody>
<tr>
<td>Reclassification</td>
<td>Transfer</td>
<td>Resignation</td>
</tr>
<tr>
<td>Promotion</td>
<td>Salary Adjustment</td>
<td>Separation (date: ___</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Change in Assignment</td>
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<tr>
<td></td>
<td></td>
<td>Additional Assignment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Leave of Absence</td>
</tr>
</tbody>
</table>

Part II: Assignment/Accounting

**CURRENT** Division/Unit: Specialized Area:

Job Title/Position: Funded in which FY?

Budgeted Position? Yes No

Budget Number: Position No. (NBAPOSN): 

Compensation: $ Hourly Rate: (Part-time only)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual</td>
<td>$ per hr x hrs/wk x wks</td>
<td></td>
</tr>
<tr>
<td>Hourly</td>
<td>$ per year</td>
<td></td>
</tr>
<tr>
<td>Other (explain)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Start Date: End Date: At-will-employee

If temporary, anticipated termination date:

Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a "9-month work schedule"); the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9 months</td>
<td>10 1/2 months</td>
</tr>
<tr>
<td>12 months</td>
<td>Other</td>
</tr>
</tbody>
</table>

**PROPOSED** Division/Unit: Specialized Area:

Life Sciences Athletics

Job Title/Position: Funded in which FY?

Volleyball Coach Assistant FY09

Budgeted Position? Yes No

Budget Number: Position No. (NBAPOSN): AVOCIT

Compensation: $ 8.85 Hourly Rate: (Part-time only)

<p>| | |</p>
<table>
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<tr>
<td>Annual</td>
<td>$ per hr x 24 hrs/wk x 10 wks =</td>
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<tr>
<td>Hourly</td>
<td>$2,124.00 per year</td>
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<tr>
<td>Other (explain)</td>
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Start Date: End Date: At-will-employee

If temporary, anticipated termination date:

10/16/08 12/09/2008

Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a "9-month work schedule"); the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:

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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>9 months</td>
<td>10 1/2 months</td>
</tr>
<tr>
<td>12 months</td>
<td>Other 10 weeks</td>
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</table>

Explanation of Action:

Part III: Position/Budget Authorization

Recommended by Supervisor (Department Head)

Approved by Division Chair

Budget Approval

Approved by Cabinet Level Supervisor

Approved by Vice President

Reviewed by Human Resources

Date approved by Board or not applicable

Reg. 821

Revised July 29, 2004
### Personnel Action Form

**Wharton County Junior College**

**Personnel Action Form**

**Human Resources**

<table>
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<th>Last Name</th>
<th>First Name</th>
<th>Middle Initial</th>
<th>Telephone</th>
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<tbody>
<tr>
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<td>Simko</td>
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<table>
<thead>
<tr>
<th>Address</th>
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<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
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</table>

### Part I: Check all that apply

- New Employee
- Extension
- Reclassification
- Transfer
- Promotion
- Salary Adjustment
- Other (explain)
- Retirement
- Resignation
- Separation (date: )
- Change in Assignment
- Additional Assignment
- Leave of Absence

### Part II: Assignment/Accounting

**CURRENT**

<table>
<thead>
<tr>
<th>Division/Unit:</th>
<th>Specialized Area:</th>
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<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Job Title/Position:</th>
<th>Specialized Area:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budgeted Position?</th>
<th>Yes</th>
<th>No</th>
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<table>
<thead>
<tr>
<th>Budgeted Position:</th>
<th>Specialized Area:</th>
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<tr>
<td>Yes</td>
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<table>
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<tr>
<th>Budget Number:</th>
<th>1110.1493.6094.100</th>
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<table>
<thead>
<tr>
<th>Compensation:</th>
<th>Sched</th>
<th>Grade</th>
<th>Step</th>
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</table>

<table>
<thead>
<tr>
<th>$</th>
<th>Annual</th>
<th>Hourly</th>
<th>Other (explain)</th>
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<table>
<thead>
<tr>
<th>Hourly Rate: (Part-time only)</th>
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<table>
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<th>$</th>
<th>15</th>
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<tr>
<th>Start Date:</th>
<th>End Date:</th>
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<tr>
<th>Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a 9-month work schedule); but the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:</th>
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</thead>
<tbody>
<tr>
<td>9 months</td>
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### PROPOSED

<table>
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<td>Learning Assistance Center</td>
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<td>Math tutor</td>
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<table>
<thead>
<tr>
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<table>
<thead>
<tr>
<th>Budgeted Position:</th>
<th>Specialized Area:</th>
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<tbody>
<tr>
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<table>
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<th>Grade</th>
<th>Step</th>
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<table>
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<tr>
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<th>Annual</th>
<th>Hourly</th>
<th>Other (explain)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>9 months</td>
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### Explanation of Action:

- [ ] Other 26 weeks

### Part III: Position/Budget Authorization

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<th>Recommended by Supervisor (Department Head)</th>
<th>Date</th>
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<tr>
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<td>10/6/08</td>
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<table>
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<tr>
<th>Approved by Division Chair</th>
<th>Date</th>
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<table>
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<th>Date</th>
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<table>
<thead>
<tr>
<th>Approved by Cabinet Level Supervisor</th>
<th>Date</th>
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<td>10/10/08</td>
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<table>
<thead>
<tr>
<th>Approved by Vice President</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
<td>10-9-09</td>
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<table>
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<tr>
<th>Reviewed by Human Resources (Date)</th>
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<table>
<thead>
<tr>
<th>Approved by President (Date)</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date approved by Board or not applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
### Personnel Action Form

#### Wharton County Junior College

**Human Resources**

<table>
<thead>
<tr>
<th>Social Security No.</th>
<th>Last Name</th>
<th>First</th>
<th>Middle Initial</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Whitlock</td>
<td>Ryan</td>
<td>J</td>
<td></td>
</tr>
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</table>

**Address**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

### Part I: Check all that apply

- [☐] New Employee
- [☐] Extension
- [☐] Reclassification
- [☐] Promotion
- [☐] Salary Adjustment
- [☐] Other (explain)
- [☐] Retirement
- [☐] Resignation
- [□] Separation (date: ______)
- [☐] Change in Assignment
- [☐] Additional Assignment
- [☐] Leave of Absence

#### Part II: Assignment/Accounting

**CURRENT** Division/Unit: [Job Vacancy No.: (if applicable)]

**Job Title/Position:** Specialized Area:

- Budgeted Position? [☐] Yes  [☐] No
- Funded in which FY?

**Budget Number:** Position No. (NBAPOSN):

- [☐] Annual
- [☐] Hourly
- [☐] Other (explain)

**Compensation:**

- Sched: ______
- Grade: ______
- Step: ______
- Hourly Rate: (Part-time only) $______ per hr x ______ hrs/wk x ______ wks = $______ per year

**Start Date:** [☐] At-will-employee
[☐] Per contract

**End Date:** If temporary, anticipated termination date:

- [☐] 9 months
- [☐] 10 1/2 months
- [☐] 12 months
- [☐] Other

**PROPOSED** Division/Unit: [Job Vacancy No.: (if applicable)]

**Physical Plant**

**Job Title/Position:** Specialized Area:

- Security Officer/Part time/Wharton
- Funded in which FY: 2008-2009

**Budget Number:** Position No. (NBAPOSN): PTSW99

- [☐] Annual
- [☐] Hourly
- [☐] Other (explain)

**Compensation:**

- Sched: Q
- Grade: O
- Step: O
- Hourly Rate: (Part-time only) $1115 per hr x 19 hrs/wk x 45 wks = $9,533.25 per year

**Start Date:** 10-20-08
- [☐] At-will-employee
- [☐] Per contract

**End Date:** If temporary, anticipated termination date:

- 8-31-09

**Explanation of Action:**

Most regular full-time teaching faculty, though employed by the college on a year-round basis, are expected to discharge their contractual duties during the fall and spring semesters (a "9-month work schedule"), but the work schedule for other full-time faculty may be extended over a longer period. Other full-time personnel may be employed for fewer than 12 months a year. Indicate this employee's work schedule:

- [☐] 9 months
- [☐] 10 1/2 months
- [☐] 12 months
- [☐] Other 45 weeks

**Part III: Position/Budget Authorization**

**Recommended by: Supervisor (Department Head)**

[Signature]

10/8/08

**Date**

Approved by Vice President

Official Office Date

[Signature]

10/8/08

**Date**

Reviewed by Human Resources

[Signature]

10-16-08

**Date**

Approved by President

[Signature]

10-16-08

**Date**

Approved by Cabinet Level Supervisor

[Signature]

10/8/08

**Date**

Date approved by Board or [☐] not applicable

Reg. 821

Revised July 29, 2004