



Notice/Agenda of October Meeting

The Board of Trustees College of the Mainland

The October Meeting of the Board of Trustees of College of the Mainland will be held Monday, October 27, 2025, beginning at 1:30 PM in the

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

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

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

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

1. **Call to Order**
2. **Pledge of Allegiance, Texas Pledge & Moment of Silence**
3. **Roll Call & Determination of Quorum**
4. **Minutes**
 - A. Consideration of and Possible Action to Approve the Full Board Minutes of Monday, September 22, 2025
5. **Comments from the Community**
 - A. Other Citizens
6. **Constituent Leader Activity Reports**
 - A. Faculty Senate - Candice Edmonston, President
 - B. Professional Council - Brad Denison, President
 - C. Classified Council - Sonia Kukuch, Past President
 - D. Student Government Association (SGA) - Connor Roberts, Vice President
7. **Bond Update - Presented by LAN (Lockwood, Andrews & Newnam, Inc.)**
8. **Consideration of and Possible Action to Approve Award of Contract 23-51 to Datavox for the Purchase of Network Switches in the Amount of \$122,531.17**
9. **Consideration of and Possible Action to Approve the Design Development Phase, as Presented, and Authorize Cannon Design to Proceed with the Construction Documents Phase of the COMmons Project**
10. **Consideration of and Possible Action to Approve the Design Development Phase for the Campus Services Building Project, as Presented, and Authorize RDLR Architects to Proceed to the Construction Documents Phase**

11. **Human Resources Items**
 - A. Appointment Nominations
 1. Consideration of and Possible Action to Approve the Appointment Nomination of Diane Burkett to the Position of Vice President for Strategic Initiatives
 2. Consideration of and Possible Action to Approve the Appointment Nomination of Freda Davis to the Position of Controller, Business Office
12. **Policy**
 - A. Consideration of and Possible Action to Adopt the Revisions to Local Policies DIAA, DIAB, FFDA, and FFDB
13. **Consideration of and Possible Action to Accept the College's Investment Policy (CAK) Legal and CAK (Local) Investment Strategy and Appoint Dr. David Wesse, Vice President for Fiscal Affairs, and Trudy Trochesset, Controller, as the College's Investment Officers, Effective September 1, 2025**
14. **Consideration and Possible Action to Approve the Order Establishing a College of the Mainland Limited Tax Revolving Note Program, Series 2025 as Presented**
15. **Financial Report(s)**
 - A. Consideration of and Possible Action to Accept the September 2025 Investment Report and Financial Reports
16. **Board Report**
17. **President's Report**
 - A. Updates
 1. Program Spotlight - Dental Hygiene
 - a. Emily Falls, Dental Hygiene Program Director
 2. Student Spotlight
 - a. Ryan Magbual, Dental Hygiene Program
 3. 8-Week Advantage Data Summary - Dr. Rocky Barney, Dean of Instruction
 - B. Reminders/Announcements
 1. Board Meetings
December 2025 - Monday, December 8, 2025
January 2026 - Monday, January 26, 2026
February 2026 - Monday, February 23, 2026
 2. Veterans Day Ceremony - Tuesday, November 11, 2025, 12:30-1:30 p.m., Conference Center
 3. Grand Opening of Nineteen Sixty-Six, COM's Culinary Arts Restaurant, Thursday, November 13, 2025, 11:30 a.m.-1:00 p.m., Mainland City Centre
 4. Native American History Month Celebration - Friday, November 21, 2025, 12:30-1:30 p.m., Student Center
 5. COM Graduation, Saturday, December 6, 2025, 10 a.m. & 2 p.m., Abundant Life Christian Center
 6. Holiday Reception - Monday, December 8, 2025, 3:00-5:00 p.m., Student Center
 - C. Resignations and Retirement Report
 - D. Miscellaneous Updates
18. **Adjournment to a Closed or Executive Session Pursuant to the Texas Government Code of the Open Meetings Act**
Section 551.071 - consultation with attorney
Section 551.072 - deliberation regarding real property
19. **Consideration of and Possible Action on any Items Discussed in Closed Session**

20. Consideration of and Possible Action to Approve Plan to Move Forward on PSC Renovations

21. Adjourn

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on, Tuesday, October 21, 2025, 5:00 PM.



Leanne Downton
Board Liaison

Administration

President, Helen Brewer, Ph.D.

Vice President for Fiscal Affairs, David Wesse, Ph.D.

Vice President for Academic Affairs, Heather Rhodes, Ed.D.

Vice President for Student Affairs, Michelle Brezina

Vice President for Administrative Services, Michael McGee



PRESIDENT'S OFFICE

Call to Order

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



PRESIDENT'S OFFICE

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

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



College of the Mainland
Board of Trustees
2025-2026

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

Ms. Wilma Green,
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7310 Plover Circle
Texas City, TX 77591
409- 939-0008
Greenwc8618@att.net

Mr. Kyle L. Dickson,
Board Vice Chair
2514 Pilgrim Estate Dr.
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kdickson@murray-lobb.com

Dr. Bill McGarvey,
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808 Buttonwood Dr.
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409-770-3537
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832-284-2448
Dodsonkdj@gmail.com

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2538 Quaker Dr.
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409-739-2618
d.gartman@com.edu

Ms. Patti Hanssard,
Trustee
6202 Woodacres Drive
Hitchcock, TX 77563
409-739-4494
patti.hanssard@com.edu



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: October 27, 2025
Subject: Full Board Minutes

AGENDA ITEM DESCRIPTION

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

PURPOSE

To ensure accuracy of the monthly minutes.

BACKGROUND

Minutes are brought forward every month for approval.

FUNDING SOURCE

N/A

PROPOSED MOTION

“I move the Board of Trustees approve the Full Board Minutes of September 22, 2025.”

ATTACHMENT(S)

1. Minutes of 9/22/25

College of the Mainland Board of Trustees
Minutes of Monday, September 22, 2025
1:30 p.m., Doyle Family Administration Building

Call to Order

Melissa Skipworth called the meeting to order at 1:30 p.m.

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

Roll Call & Determination of Quorum

Roll call indicated that all Trustees were present.

Minutes

Consideration of and Possible Action to Approve the Full Board Minutes of August 25, 2025

Bill McGarvey moved the Board of Trustees approve the Full Board Minutes of Monday, August 25, 2025. Patti Hanssard seconded the motion; all voted in approval.

Comments from the Community

No comments

Constituent Leader Activity Reports

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

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

Classified Council – Alycia Hardin, Vice President, updated the Board on classified employee activities.

Student Government Association (SGA) – Connor Roberts, Vice President, updated the board on student activities.

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

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

Consideration of and Possible Action to Approve Entering the Interlocal Agreement for Construction of the Burn Building and Delegate to the President the Authority to Negotiate, Finalize, and Sign the Final Agreement

Don Gartman moved the Board of Trustees approve entering the interlocal agreement for construction of the Burn Building and delegate to the President the authority to negotiate, finalize, and sign the final agreement. Kyle Dickson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve Change Order 001 to Contract 23-31 to Pogue Construction, Inc. for Door Security Upgrades and Access Control in the Amount of \$731,030.44

Don Gartman moved the Board of Trustees approve Change Order 001 to contract 23-31 to Pogue Construction, Inc. for door security upgrades and access control in the amount of \$731,030.44. Bill McGarvey seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve Change Order 002 to Contract 23-37 to Terracon Consultants, Inc. for Construction Materials Testing in the Amount of \$8,000

Bill McGarvey moved the Board of Trustees approve change order 002 to contract 23-37 to Terracon Consultants, Inc. for construction materials testing in the amount of \$8,000. Kimberly Dodson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve an Increase to Contract 25-09 to Hunton Services for AC Equipment Rentals in the Amount of \$350,000 for a Revised Contract Total Not-to-Exceed \$570,000

Don Gartman moved the Board of Trustees approve an increase to contract 25-09 to Hunton Services for AC equipment rentals in the amount of \$350,000 for a revised contract total not-to-exceed \$570,000. Kimberly Dodson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve Contract 26-02 for Firewall Hardware, Licenses, Maintenance, and Services in the Amount of \$156,382

Bill McGarvey moved the Board of Trustees approve contract 26-02 for firewall hardware, licenses, maintenance, and services in the amount of \$156,382. Patti Hanssard seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Renewal of Contract 23-02 to Slate & L.P. Print Solutions for a Not-to-Exceed Amount of \$170,778

Patti Hanssard moved the Board of Trustees approve the renewal of contract 23-02 to Slate & L.P. Print Solutions for a not-to-exceed amount of \$170,778. Don Gartman seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve an Increase to Contract 25-01 to Weaver & Tidwell for Internal Audit Services for an Additional \$105,000 and a Revised Contract Total Not-to-Exceed \$265,000

Don Gartman moved the Board of Trustees approve an increase to contract 25-01 to Weaver & Tidwell for internal audit services for an additional \$105,000 and a revised contract total not-to-exceed \$265,000. Kimberly Dodson seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Closure of the TexPool Moody Loan Fund Account and Reallocate the Funds to the TexPool COM Operating Account

Don Gartman moved the Board of Trustees approve the closure of the TexPool Moody Loan Fund account and reallocate the funds to the TexPool COM operating account. Patti Hanssard seconded the motion; all voted in approval.

Human Resources Items

Appointment Nominations

Consideration of and Possible Action to Approve the Appointment Nomination of Clevonna Agboyibor to the Position of Surgical Technology Clinical Coordinator/Faculty, Surgical Technology Department

Bill McGarvey moved the Board of Trustees approve the appointment of Clevonna Agboyibor to the position of Surgical Technology Clinical Coordinator/Faculty, Surgical Technology Department. Don Gartman seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Angela Bernard to the Position of Events and Fundraising Planner, COM Foundation & Resource Development Department

Patti Hanssard moved the Board of Trustees approve the appointment of Angela Bernard to the position of Events and Fundraising Planner, COM Foundation & Resource Development Department. Don Gartman seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the Appointment Nomination of Miles Shellshear to the Position of Communications Specialist, Marketing & Public Affairs Department

Wilma Clark Green moved the Board of Trustees approve the appointment of Miles Shellshear to the position of Communications Specialist, Marketing & Public Affairs Department. Kimberly Dodson seconded the motion; all voted in approval.

Policy

Consideration of and Possible Action to Approve the Adoption of COM Local Policy DEB

Wilma Clark Green moved the Board of Trustees approve the adoption of COM Local Policy DEB. Bill McGarvey seconded the motion; all voted in approval.

Consideration of and Possible Action to Approve the New Bachelor of Applied Science Degree in Operations Management

Wilma Clark Green moved the Board of Trustees approve the new Bachelor of Applied Science Degree in Operations Management. Kimberly Dodson seconded the motion; all voted in approval.

Tax Rate Item(s)

Consideration of and Possible Action to Adopt a 2025 Tax Rate of .1394/100 (0.001394) of Property Value for Maintenance and Operations and .1244/100 (0.002344) for Interest and Sinking for a Total Tax Rate of .2638/100 (0.002638)

NOTE: Roll Call Vote Required

Don Gartman moved the Board of Trustees adopt a 2025 tax rate of .1394/100 (0.001394) of property value for maintenance and operations and .1244/100 (0.002344) for interest and sinking for a total tax rate of .2638/100 (0.002638). A roll call vote indicated that all members voted in favor; motion passed.

Financial Report(s)

Consideration of and Possible Action to Accept the August 2025 Investment Report and Financial Reports

Bill McGarvey moved the Board of Trustees accept the August 2025 Investment Report and Financial Reports. Don Gartman seconded the motion; all voted in approval.

Consideration of and Possible Action to Accept the August 2025 Quarterly Investment Report

Kimberly Dodson moved the Board of Trustees accept the August 2025 Quarterly Investment Report. Don Gartman seconded the motion; all voted in approval.

Board Report

Melissa Skipworth attended Fiesta Comunidad on Saturday and extended her appreciation to everyone who helped coordinate the event.

President's Report

Updates

Dr. Brewer commended Sonia Kukuch, Administrative Assistant, along with the President's leadership team, for their key role in advancing the tuition remission policy.

Dr. Brewer thanked the Board members who attended the Community College Association of Texas Trustees (CCATT) Conference in Austin.

Dr. Brewer expressed gratitude to Dr. Rhodes, Vice President for Academic Affairs, for her outstanding leadership, and also thanked Dr. Victor Vega, Dean of Instruction, and Andrew Gregory, Business Department Chair, for their dedicated efforts in advancing the new bachelor's degree program.

Program Spotlight – Fire Technology

Gary Staudt, Director of Fire Technology, presented information about the Fire Technology program.

Student Spotlight

Gavin Brandon, Fire Academy Cadet, shared his experience in the COM Fire Academy.

Website Redesign and Implementation Update – Diane Burkett, Executive Director of Marketing & Public Affairs

Diane Burkett presented an update on the COM website redesign.

Reminders/Announcements

Board Meetings

October 2025 – Monday, October 27, 2025

December 2025 – Monday, December 8, 2025

January 2026 - Monday, January 26, 2026

February 2026 - Monday, February 23, 2026

Meet COM's New President - From Strong Beginnings to a Future of Excellence, Thursday, October 16, 2025, 4-6 p.m., Conference Center

COM Dental Hygiene Community Clinic Grand Opening & Ribbon Cutting, Friday, October 24, 2025, 3-5 p.m., STEM Terrace

Grand Opening of Nineteen Sixty-Six, COM's Culinary Arts Restaurant, Thursday, November 13, 2025, 11:30 a.m.-1:00 p.m., Mainland City Centre

COM Graduation, Saturday, December 6, 2025, 10 a.m. & 2 p.m., Abundant Life Christian Center

Resignations and Retirement Report – included in board packet.

Miscellaneous

Adjournment at 3:03 p.m.



Kimberly Dodson, Secretary
Board of Trustees



Melissa Skipworth, Chair
Board of Trustees

Comments from the Community

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

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



PRESIDENT'S OFFICE

Constituents Leader Activity Reports

- A. Faculty Senate – Candice Edmonston, President
- B. Professional Council – Brad Denison, President
- C. Classified Council – Sonia Kukuch, Past President
- D. Student Government Association – Connor Roberts, Vice President



Bond Update

College of the Mainland, 2023 Bond Program

October 27, 2025

Welding and Workforce Education Buildings

Completed Activities:

- Welding Building Addition:
 - Sheetrock installation completed
 - RTU (Rooftop Unit) factory startup performed
 - Storefront system installed
- Welding Building Renovation:
 - Light fixtures installed
- Workforce Education Building:
 - Fire alarm system installed
 - Fire Marshal Inspection (partial building)

Project Milestones:

- Design Phase: July 2023 – Mar 2024
- Bidding: Mar 2024 – May 2024
- Construction Phase: June 2024 – Dec 2025
 - Construction was phased, instruction is ongoing

Project is behind schedule by 2 month due to longer than expected delivery time for metal panels. No impact to ongoing classes/instruction

Ongoing/Upcoming Activities:

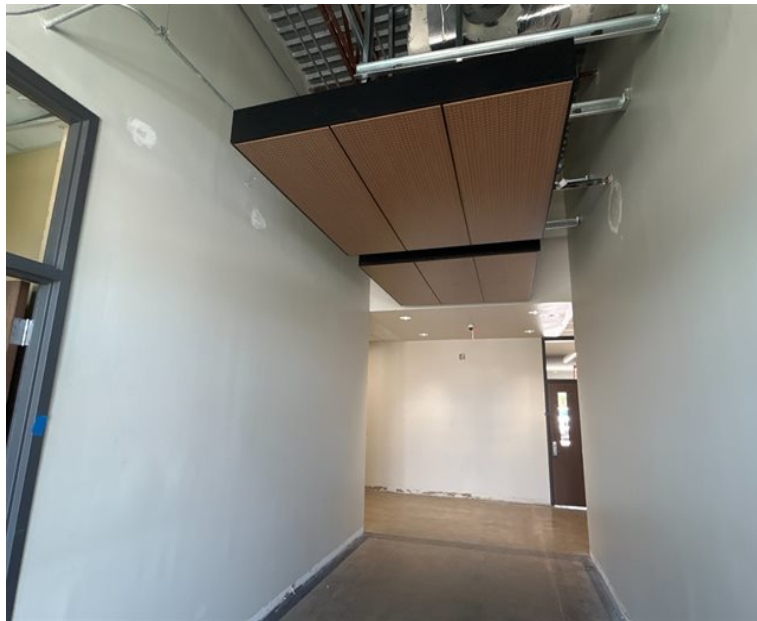
- Welding Building Addition:
 - Prime & paint
 - Ceiling grid installation
- Welding Renovation:
 - Ceiling grid installation
 - Partial Substantial Completion & occupancy
- Workforce Education Building:
 - Relocate Welding Lab to renovated Welding Building

Project Costs:

- Project Cost to Date: \$12,603,621
- Total Project Budget: \$15,107,765
- Total Construction Budget: \$12,372,216
- Construction Cost to Date: \$ 10,944,817

Project is in Budget

Welding and Workforce Education Buildings



Wood panel clouds at the Workforce Education Building



Welding Addition – drywall

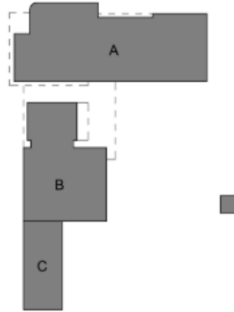


Welding Addition – Exterior brick and windows.

Public Safety Careers

Completed Activities:

- Training tower CMU installation
- Sheetrock completed in Area B
- Stonework completed in Area A
- Interlocal Agreement executed with GCESD
- Burn Building Design Meeting with COM Leadership



Project Milestones:

- Design Phase: July 2023 – June 2024
- Bidding: Aug 2024 – Oct 2024
- Construction Phase: Nov 2024 – Mar 2026
- Move In: Mar 2026 – May 2026

Project is on Schedule

Ongoing/Upcoming Activities:

- Painting
- Millwork installation
- Wall tile installation
- Low-voltage cabling
- Site grading and sidewalk work
- Ceiling grid installation
- Toilet fixtures installation

Project Costs:

- Total Project Budget: \$30,907,763
- Project Cost to Date: \$19,256,276
- Total Construction Budget: \$26,785,339
- Construction Cost to Date: \$17,312,790

Project is in Budget

Public Safety Careers



Aerial View - Front



Work Room

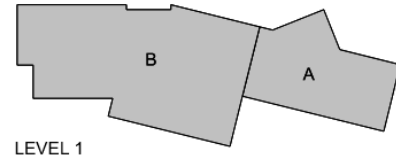


Wall tile – Area A

Corporate Training Center

Completed Activities:

- HVAC Equipment / mechanical room
- Exterior doors
- Sidewalk concrete pour



LEVEL 1

Project Milestones:

- Design Phase: Oct 2023 – July 2024
- Bidding: Aug 2024 – Oct 2024
- Construction Phase: Nov 2024 – Dec 2025
- Move In: Dec 2025 - Feb 2026

Project is on Schedule

Ongoing/Upcoming Activities:

- Soffit installation
- Electrical rough-in
- Drywall – Area B
- Interior painting
- Ceiling grid
- Fire alarm

Project Costs:

- Total Project Budget: \$14,791,197
- Project Cost to Date: \$ 8,781,202
- Total Construction Budget: \$13,007,057
- Construction Cost to Date: \$ 7,760,874

Project is in Budget

Corporate Training Center



High ceiling Area A lobby



Restroom wall tile and fixtures



Millwork – Area B

Campus Services Building

Completed Activities:

- Design Development and cost estimate

Project Milestones:

- Design Phase: Jan 2025 – Jan 2026
- Bidding: Jan 2026 – Feb 2026
- Construction Phase: Mar 2026 – Feb 2027
- Move In: Mar 2027 – May 2027

Project is on Schedule

Ongoing/Upcoming Activities:

- Construction Document (CD) Design Phase

Project Costs:

- Total Project Budget: \$12,547,373
- Project Cost to Date: \$ 205,260
- Total Construction Budget: \$10,500,000
- Construction Cost to Date: \$ 0

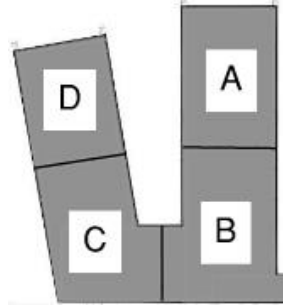
Project is in Budget



Library & Learning Center

Completed Activities:

- Building:
 - Slab on grade completed for Areas A, B, and C
 - Second-floor elevated slab completed for Areas A and B
 - Under-slab utilities complete
 - Hydronic piping complete
- Demolition: No update



Project Milestones:

- Design Phase: Jul 2023 – Feb 2025
- Bidding: Feb 2025 – Mar 2025
- Construction Phase: Apr 2025 – June 2027
- Move In: July 2027 – Aug 2027

Project is on Schedule

Project Scope:

- LLC Building, Parking Lot D and Central Plant Upgrades; Monticello landscaping
- COMmons, site lighting, wayfinding/signage
- Demolition of LRC, Firing range, Building 11 (College Services) and racquetball court

Ongoing/Upcoming Activities:

- Building:
 - Shoring for third-floor deck pour in Areas A and B
 - Shoring for second-floor deck pour Area C
 - Slab-on-grade pour in Area D
 - Formwork and concrete placement for Area D columns
 - Hydronic line tie-in to Central Plant

Project Costs:

- Total Project Budget: \$ 129,811,536
- Project Cost to Date: \$ 19,082,652
- Guaranteed Maximum Price: \$ 101,854,219
- Construction Cost to Date: \$ 13,356,135

Project is under budget

* TPC and GMP reflect increased scope of Parking Lot D, Cooling Tower Replacement and Monticello improvements (north side). Cost of remaining scope to be finalized Spring 2026.

Library & Learning Center (COMmons)

Completed Activities:

- Initial estimate for 100% Design Development received
- Cost review meetings held on September 30 and October 8 with COM to identify cost saving options

Project Milestones:

- Design Phase: Jul 2023 – Feb 2025
- Bidding: Feb 2025 – Mar 2025
- Construction Phase: Apr 2025 – June 2027
- Move In: July 2027 – Aug 2027

Project is on Schedule

Ongoing/Upcoming Activities:

- Design Development approval
- Construction Document Phase

- COMmons package scope:
 - COMmons Reflection Garden
 - Site Lighting Signage and Wayfinding
 - Demolition of 4 buildings

Project Costs:

- Total COMmons Project Budget: \$ 12,535,401
- Total COMmons Construction Budget: \$ 9,952,471
- Future GMP amendment for this scope to be presented fall 2025 with bid award spring 2026.

Library & Learning Center



Elevated deck – Area A



Shoring removed from Area A Second Floor Deck



Slab-on-grade – Area C

Infrastructure – Parking Lots and Underground Utilities

Completed Activities:

- Pond expansion (excavation) complete.
- Lot A – Phase 1 complete
- Lot A – Phase 2 complete (opened 10/27/2025)

Project Milestones:

- Phase 1 – Lot C and Underground Utilities:
 - Jul 2024 – Dec 2024
- Phase 2 – Lot B and Underground Utilities:
 - Dec 2024 – Apr 2025
- Phase 3 – Lot A and Lake Eckert Expansion:
 - Apr 2025 – Oct 2025

Ongoing/Upcoming Activities:

- Fred Taylor Rd:
 - Landscaping in-progress
- Lake Expansion and open area near Amburn:
 - Perimeter work on pond expansion and track continues
 - Grading and landscaping of open area near Amburn - to be complete end of November 2025

Project Costs:

- Total Project Budget: \$12,839,580
- Project Cost to Date: \$ 9,118,716
- Total Construction Budget: \$ 9,762,700
- Construction Cost to Date: \$ 8,532,816

Project is in Budget



Parking Lots A, B, C



Landscaping at Lot A in Progress



Sidewalks and ramps in progress at Lot A



Northern section of Lot A

Infrastructure – Fine Arts Electrical Upgrades

Completed Activities:

- Contract executed with Vaughn Construction
- Project kickoff meeting held October 8
- Abatement vendor contract executed

Project Milestones:

- Design Phase: Nov 2024 – July 2025
- Bidding: Aug 2025-Sept 2025
- Construction Phase: Oct 2025 – Feb 2026

Ongoing/Upcoming Activities:

- Work schedule coordinated with COM staff
 - Classroom and electrical work to begin December 6; completion targeted for January 2, 2026
 - Theatre and makeup area work to start mid-November; completion expected by February 12
- Construction OAC meetings to commence in late October

Project Costs:

- Total Project Budget: \$1,944,440
- Project Cost to Date: \$ 98,492
- Total Construction Budget: \$1,500,000
- Construction Cost to Date: \$ 0

Project is under Budget



Bond Campus Furniture

Completed Activities:

- Corporate Training Center (CTC) furniture order placed. Delivery scheduled – January 26, 2025
- Campus-wide trash/recycle receptacles have been purchased

Project Milestones:

- Design Phase: Apr 2024 – Sep 2024
- Bidding: Jan 2025 – Feb 2025
- Procurement: Jan 2025 – Mar 2025
- Installation Phase: Per Project

Ongoing/Upcoming Activities:

- PSC Furniture Order will be placed within next two weeks – Expected furniture delivery scheduled for April 2026
- Campus-wide trash/recycle receptacle delivery/install – November 2025

Project Costs:

- Total FF&E Budget: \$11,531,102
- Total Furniture Budget: \$ 8,000,000
- Purchase Order Total: \$ 5,905,039
- Project Cost to Date: \$ 340,880

Project is under Budget



Questions?



MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: October 27, 2025

Subject: Purchase of network switches for the Public Safety Careers and Corporate Training Center Project

AGENDA ITEM DESCRIPTION

Approval to award contract 23-51 for the purchase of the network switches for the Public Safety Careers (PSC) and Corporate Training Center (CTC) projects in the amount of \$122,531.17.

PURPOSE

To provide network switches for the PSC and CTC buildings as part of the infrastructure required for project completion.

BACKGROUND

COM IT infrastructure standard for multi-device connectivity campus wide is Cisco. Cisco provides the network switches to support networking of PC's, servers, and printers for efficient and secure transfer of data by building. Therefore, it is recommended the standards be used in the PSC and CTC projects. Datavox is the preferred Cisco partner for resale of this equipment offering volume discounts to educational institutions to assist in the alignment of the campus standardization. The subject contract is a competitive purchase in accordance with Texas Education Code 44.031 and Government Code 791 under the Department of Information Resources (DIR) contract.

FUNDING SOURCE

2023 Bond Funds

PROPOSED MOTION

"I move the Board of Trustees approve award of contract 23-51 to Datavox for the purchase of network switches in the amount of \$122,531.17."

ATTACHMENT(S)

1. Datavox Proposal
2. LAN Cover Letter



6650 W. Sam Houston Pkwy S, Houston, TX 77072

t. (713)881-5300 www.datavox.net

Quote # DVXQ33757-02

Date Sep 22, 2025

Expiration Oct 23, 2025

Prepared for:

College of the Mainland

1200 Amburn Road
Texas City, TX 77591
US

Aaron Hensley

Email ahensley@com.edu

Phone 409-933-8509

Customer ID #

Project #

Ship to Information:

College of the Mainland

1200 Amburn Road
Texas City, TX 77591
US

attn: Aaron Hensley

Here is the quote you requested.

DataVox Contact:

Account Manager: Thang Pham

Phone 281-881-7068

Email thangp@datavox.net

Prepared by: Tabatha Morales

Phone 713-580-6928

Email TabathaM@datavox.net



Contract Vehicle:

Texas DIR

DIR Vendor Number:

DataVox Texas DIR Vendor Number **176-025-1479-000**

DIR Contract Number:

DIR-CPO-5347

This contract information must appear on the purchase order

Switches for PSC and CTC

Part #	Description	Contract#	Service	Qty	Unit Price	Ext. Price
CTC						
C9500-24Y4C-A	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	DIR-CPO-5347	-	1	\$15,239.86	\$15,239.86
CON-SNTP-C95024YA	SNTP-24X7X4 Catalyst 9500 24-port 25/100G only, Adva	DIR-CPO-5347	3YR	1	\$5,704.02	\$5,704.02
C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License	DIR-CPO-5347	-	1	\$0.00	\$0.00

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Part #	Description	Contract#	Service	Qty	Unit Price	Ext. Price
C9500-DNA-L-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	DIR-CPO-5347	3YR	1	\$4,703.15	\$4,703.15
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	DIR-CPO-5347	-	2	\$0.00	\$0.00
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	DIR-CPO-5347	-	2	\$0.00	\$0.00
C9500-NW-A	C9500 Network Stack, Advantage	DIR-CPO-5347	-	1	\$0.00	\$0.00
S9500UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9500-SSD-NONE	No SSD Card Selected	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9500-RFID-NONE	No RFID Selected	DIR-CPO-5347	-	1	\$0.00	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	DIR-CPO-5347	-	1	\$1,542.13	\$1,542.13
					SubTotal	\$27,189.16
C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	DIR-CPO-5347	-	4	\$2,901.09	\$11,604.36
C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	DIR-CPO-5347	-	4	\$0.00	\$0.00
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	DIR-CPO-5347	3YR	4	\$715.28	\$2,861.12
C9200L-NW-E-48	C9200L Network Essentials, 48-port license	DIR-CPO-5347	-	4	\$0.00	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	DIR-CPO-5347	-	4	\$0.00	\$0.00
PWR-C5-BLANK	Config 5 Power Supply Blank	DIR-CPO-5347	-	4	\$0.00	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	DIR-CPO-5347	-	4	\$0.00	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	DIR-CPO-5347	-	4	\$0.00	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	DIR-CPO-5347	-	4	\$0.00	\$0.00
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	DIR-CPO-5347	-	4	\$813.01	\$3,252.04
C9200-STACK	Catalyst 9200 Stack Module	DIR-CPO-5347	-	8	\$0.00	\$0.00
STACK-T4-50CM	50CM Type 4 Stacking Cable	DIR-CPO-5347	-	4	\$0.00	\$0.00
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	DIR-CPO-5347	-	4	\$0.00	\$0.00
					SubTotal	\$17,717.52
C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	DIR-CPO-5347	-	1	\$2,901.09	\$2,901.09
C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	DIR-CPO-5347	-	1	\$0.00	\$0.00

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Part #	Description	Contract#	Service	Qty	Unit Price	Ext. Price
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	DIR-CPO-5347	3YR	1	\$715.28	\$715.28
C9200L-NW-E-48	C9200L Network Essentials, 48-port license	DIR-CPO-5347	-	1	\$0.00	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	DIR-CPO-5347	-	1	\$0.00	\$0.00
PWR-C5-BLANK	Config 5 Power Supply Blank	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	DIR-CPO-5347	-	1	\$0.00	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	DIR-CPO-5347	-	1	\$813.01	\$813.01
C9200-STACK	Catalyst 9200 Stack Module	DIR-CPO-5347	-	2	\$0.00	\$0.00
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	DIR-CPO-5347	-	1	\$0.00	\$0.00
STACK-T4-1M	1M Type 4 Stacking Cable	DIR-CPO-5347	-	1	\$155.67	\$155.67
					SubTotal	\$4,585.05
QSFP-40G-LR4-S-DVX	DATAVOX OPTICS CISCO COMP QSFP+ QSFP-40G-LR4-S LR4 10KM LC DVX ONLY			4	\$537.60	\$2,150.40
					SubTotal	\$2,150.40

PSC

C9500-24Y4C-A	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	DIR-CPO-5347	-	1	\$15,239.86	\$15,239.86
CON-SNTP-C95024YA	SNTP-24X7X4 Catalyst 9500 24-port 25/100G only, Adva	DIR-CPO-5347	3YR	1	\$5,704.02	\$5,704.02
C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9500-DNA-L-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	DIR-CPO-5347	3YR	1	\$4,703.15	\$4,703.15
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	DIR-CPO-5347	-	2	\$0.00	\$0.00
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	DIR-CPO-5347	-	2	\$0.00	\$0.00
C9500-NW-A	C9500 Network Stack, Advantage	DIR-CPO-5347	-	1	\$0.00	\$0.00
S9500UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9500-SSD-NONE	No SSD Card Selected	DIR-CPO-5347	-	1	\$0.00	\$0.00
C9500-RFID-NONE	No RFID Selected	DIR-CPO-5347	-	1	\$0.00	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	DIR-CPO-5347	-	1	\$0.00	\$0.00

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Part #	Description	Contract#	Service	Qty	Unit Price	Ext. Price
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	DIR-CPO-5347	-	1	\$1,542.13	\$1,542.13
					SubTotal	\$27,189.16
C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	DIR-CPO-5347	-	7	\$2,901.09	\$20,307.63
C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	DIR-CPO-5347	-	7	\$0.00	\$0.00
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	DIR-CPO-5347	3YR	7	\$715.28	\$5,006.96
C9200L-NW-E-48	C9200L Network Essentials, 48-port license	DIR-CPO-5347	-	7	\$0.00	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	DIR-CPO-5347	-	7	\$0.00	\$0.00
PWR-C5-BLANK	Config 5 Power Supply Blank	DIR-CPO-5347	-	7	\$0.00	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	DIR-CPO-5347	-	7	\$0.00	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	DIR-CPO-5347	-	7	\$0.00	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	DIR-CPO-5347	-	7	\$0.00	\$0.00
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	DIR-CPO-5347	-	7	\$813.01	\$5,691.07
C9200-STACK	Catalyst 9200 Stack Module	DIR-CPO-5347	-	14	\$0.00	\$0.00
STACK-T4-50CM	50CM Type 4 Stacking Cable	DIR-CPO-5347	-	7	\$0.00	\$0.00
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	DIR-CPO-5347	-	7	\$0.00	\$0.00
					SubTotal	\$31,005.66
C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	DIR-CPO-5347	-	2	\$2,901.09	\$5,802.18
C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	DIR-CPO-5347	-	2	\$0.00	\$0.00
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	DIR-CPO-5347	3YR	2	\$715.28	\$1,430.56
C9200L-NW-E-48	C9200L Network Essentials, 48-port license	DIR-CPO-5347	-	2	\$0.00	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	DIR-CPO-5347	-	2	\$0.00	\$0.00
PWR-C5-BLANK	Config 5 Power Supply Blank	DIR-CPO-5347	-	2	\$0.00	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	DIR-CPO-5347	-	2	\$0.00	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	DIR-CPO-5347	-	2	\$0.00	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	DIR-CPO-5347	-	2	\$0.00	\$0.00
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	DIR-CPO-5347	-	2	\$813.01	\$1,626.02
C9200-STACK	Catalyst 9200 Stack Module	DIR-CPO-5347	-	4	\$0.00	\$0.00
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	DIR-CPO-5347	-	2	\$0.00	\$0.00

Part #	Description	Contract#	Service	Qty	Unit Price	Ext. Price
STACK-T4-1M	1M Type 4 Stacking Cable	DIR-CPO-5347	-	2	\$155.67	\$311.34
					SubTotal	\$9,170.10
QSFP-40G-LR4-S-DVX	DATAVOX OPTICS CISCO COMP QSFP+ QSFP-40G-LR4-S LR4 10KM LC DVX ONLY			4	\$560.00	\$2,240.00
					SubTotal	\$2,240.00
SFP-10G-SR-S-DVX	DATAVOX OPTICS CISCO COMP SFP+ SFP-10G-SR-S SR SFP+ LC DVX ONLY			12	\$107.01	\$1,284.12
					SubTotal	\$1,284.12
					SubTotal	\$122,531.17
					Tax	\$0.00
					Total	\$122,531.17

Purchase Notes

● **Restocking:**

A 15% restocking fee will be applied to all returned equipment. Custom built designs and configurations may not be returnable.

● **U.S. Tariff Price Adjustments:**

The pricing offered as of the date of this Proposal or SOW is based on the current pricing and availability of products. In the event tariffs, duties, surcharges, or similar charges ("Tariffs") are imposed by any manufacturers or suppliers after the date and/or execution of this Proposal or SOW, DataVox agrees to promptly notify Customer and make reasonable efforts to mitigate the impact of any Tariffs and avoid any price increases. If no viable alternatives are found, Customer shall be responsible for the Tariff, provided that DataVox has exhausted all reasonable alternatives, including the sourcing of alternative products. If Customer elects to cancel the Proposal or SOW as a result of the Tariff, Customer may be responsible for a termination fee for any non-refundable prepaid services and non-returnable products ordered, in transit, or held in storage for the benefit of Customer.



To: Dr. Helen Brewer, President, College of the Mainland (COM)

From: Lockwood, Andrews & Newnam (LAN)

Date: October 15, 2025

Re: Purchase network switches for the Public Safety Careers and Corporate Training Center Project (Contract 23-51).

Background: To secure lower unit pricing, the College of the Mainland (COM) combined the purchase of network switches for both the PSC and CTC projects. Datavox was selected as the vendor due to its status as a preferred partner offering Cisco products, which align with COM's IT standards. The subject contract is a competitive purchase in accordance with Texas Education Code 44.031 and Government Code 791 under the Department of Information Resources (DIR) contract.

Recommendation: LAN recommends approval of the purchase of network switches for the PSC and CTC projects from Datavox in the amount of \$122,531.17.

A handwritten signature in blue ink that reads "C.W. Scheibe".

C.W. Scheibe, CCM, PMP
Program Manager, LAN
cwscheibe@lan-inc.com
mobile: (972) 890-3002



MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: October 27, 2025

Subject: COMmons Design Development Approval (Contract 23-34)

AGENDA ITEM DESCRIPTION

Approval of the Design Development phase of the COMmons project as presented and authorize Cannon Design to proceed with the Construction Documents phase.

PURPOSE

Approval of the Design Development phase of the COMmons project as presented.

BACKGROUND

Cannon Design was approved at the January 27, 2025 Board meeting to provide design services for the COMmons project. The team has met with COM to develop the design and is seeking approval for the Design Development phase as presented. This will authorize them to proceed with the Construction Documents phase.

FUNDING SOURCE

2023 Bond Funds

PROPOSED MOTION

"I move the Board of Trustees approve the Design Development phase, as presented, and authorize Cannon Design to proceed with the Construction Documents phase of the COMmons project."

ATTACHMENT(S)

1. LAN Cover Letter



To: Dr. Helen Brewer, President, College of the Mainland (COM)

From: Lockwood, Andrews & Newnam (LAN)

Date: October 27, 2025

Re: COMmons Design Development Approval (Contract 23-34)

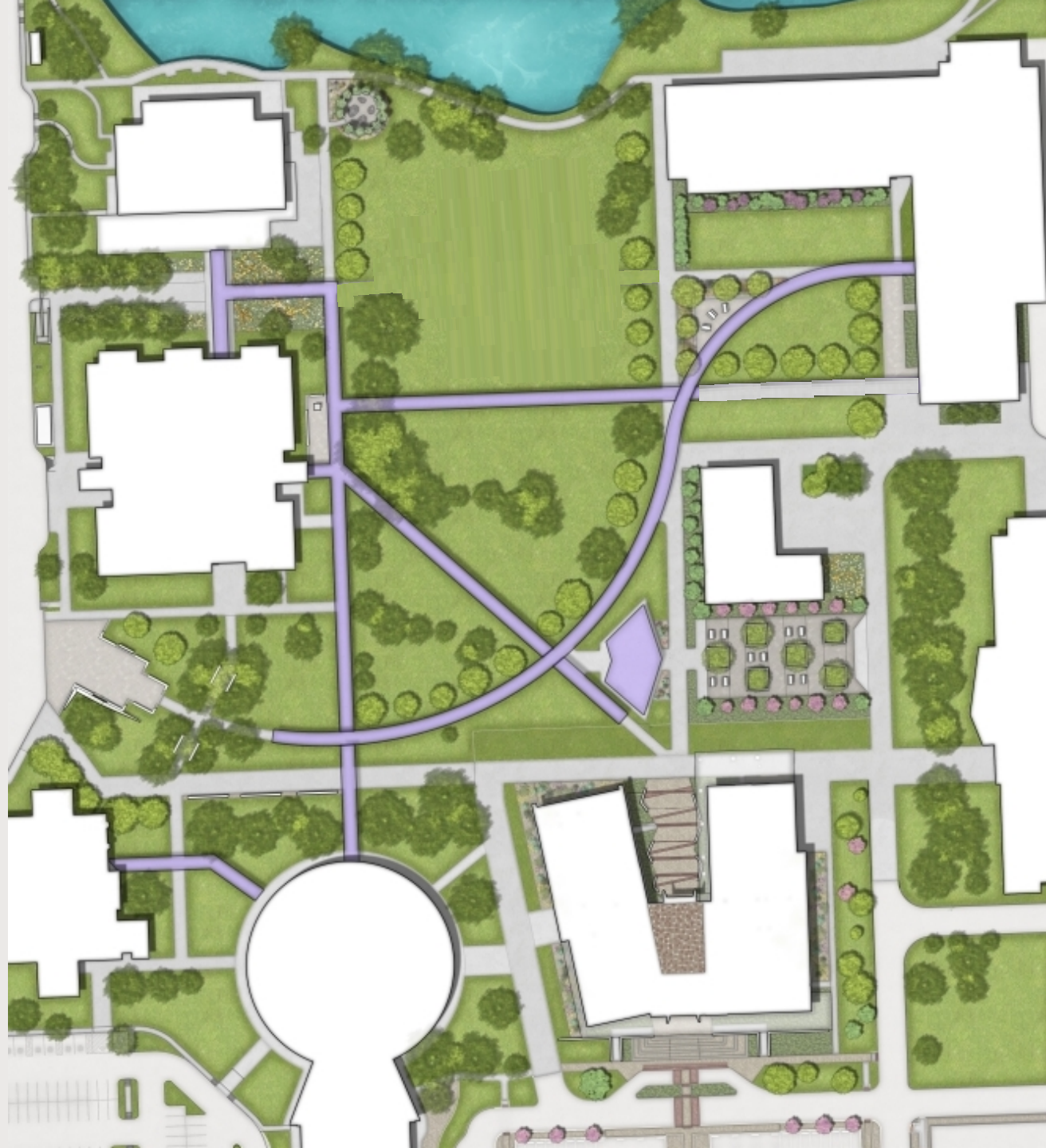
Background: Cannon Design was approved at the January 27, 2025 Board meeting to provide design services for the COMmons project.

Recommendation: LAN recommends approval of the Design Development phase of the COMmons project, as presented, and authorization of Cannon Design to proceed with the Construction Documents phase of the project.

Paula J. Drnevich, AIA, LEED AP, REFP
Program Manager, LAN
pjdrnevich@lan-inc.com
mobile: (281) 384-8233

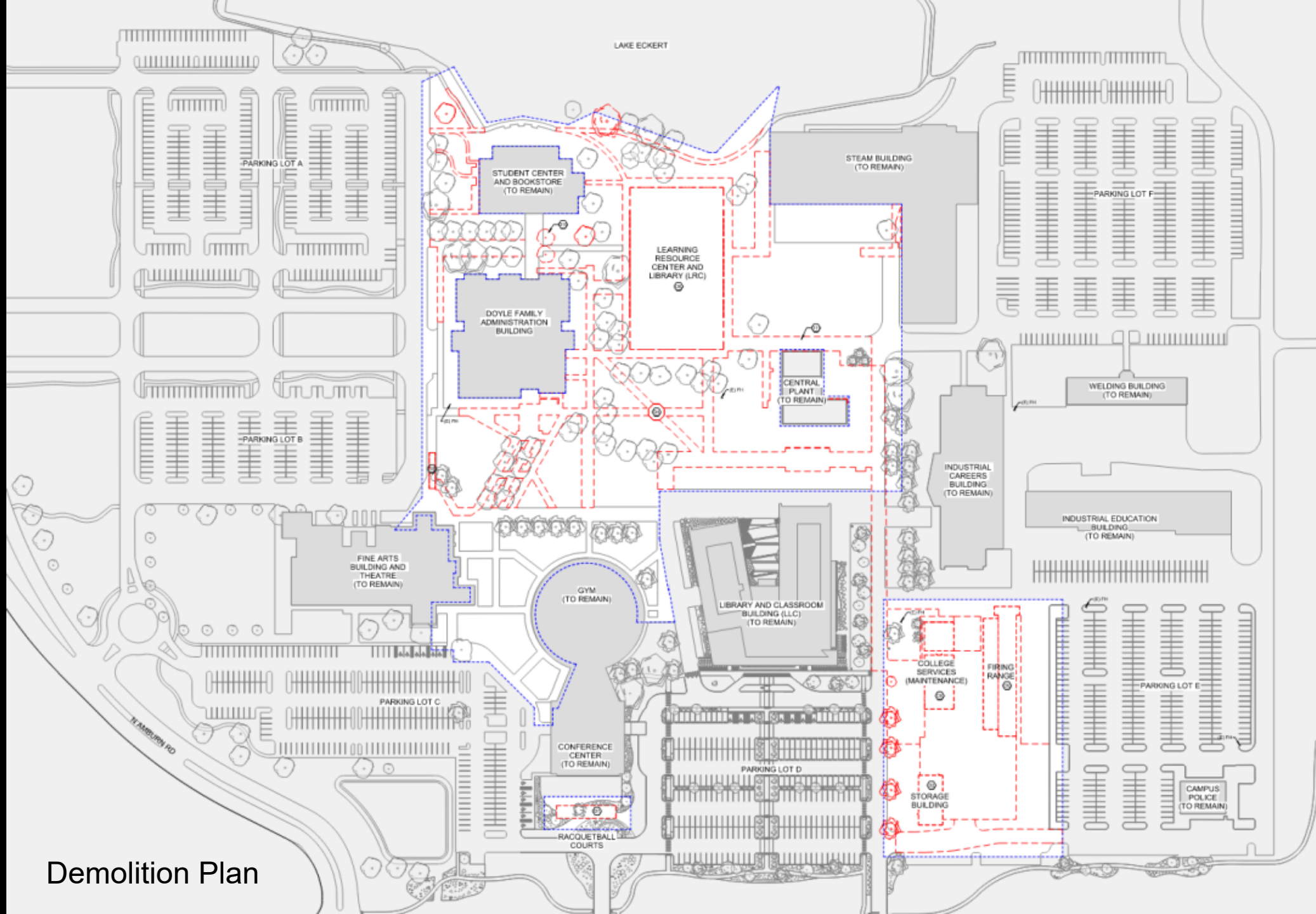
COMmons

Design Development
October 27, 2025

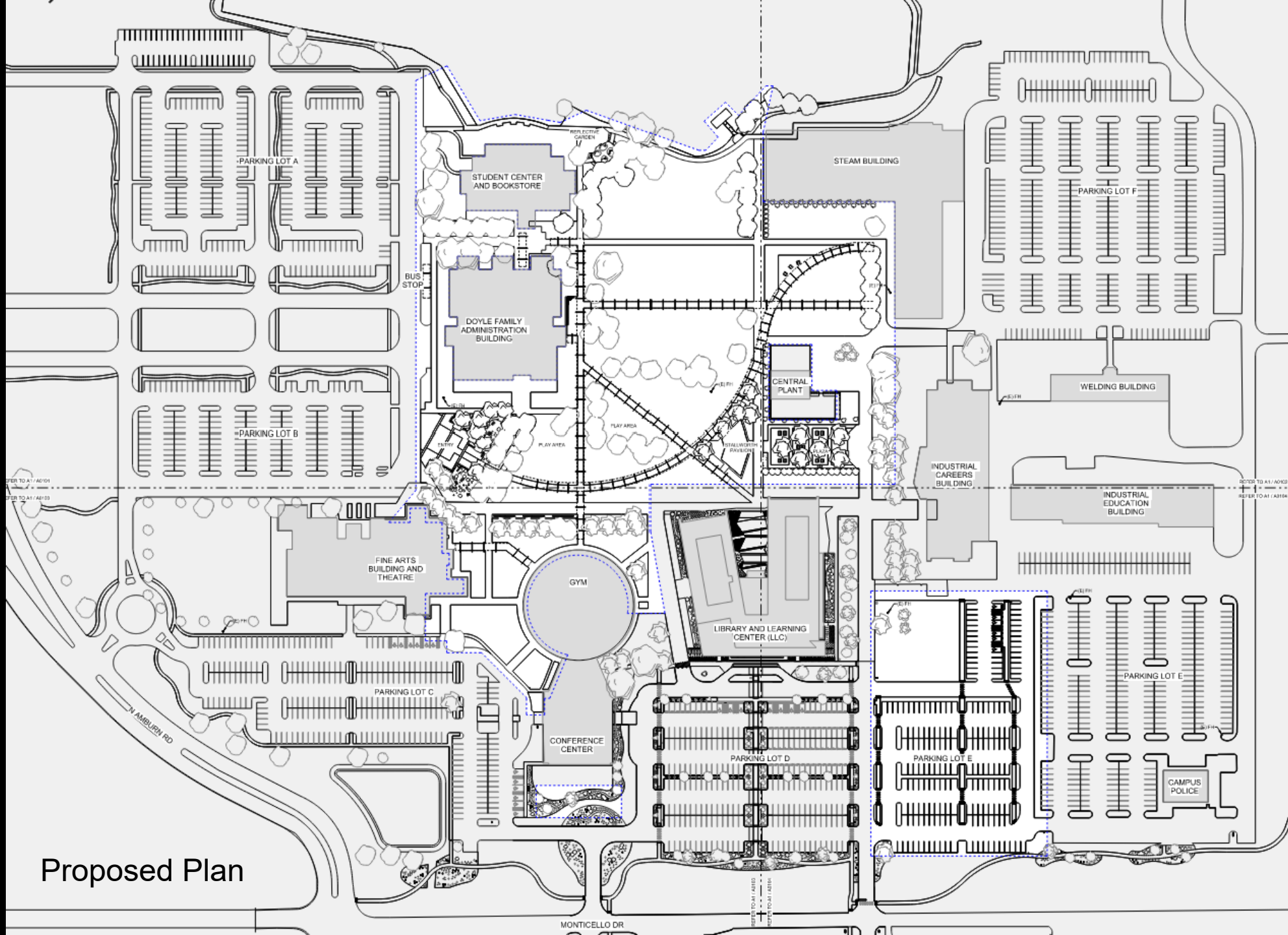


Project Scope

Campus Plan



Demolition Plan



Proposed Plan

REFER TO A1/A2/01
REFER TO A1/A2/03

REFER TO A1/A2/02
REFER TO A1/A2/04

MONTICELLO DR

N AMBURN RD

PANT COLORS

White	Black	Blue	Red	Orange	Yellow	Light Green
Light Blue	Dark Blue	Grey	Dark Grey	Black	Dark Purple	Light Blue
Green						

Branding

College of the Marshall

COM
College of the Marshall

Fonts

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890!@#\$%^&*()+=~:;<?.,

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890!@#\$%^&*()+=~:;<?.,

EXT.1
Wayfinding Signage

1. Signage Panel
2. Support Structure
3. Mounting Hardware

EXT.5
Wayfinding Signage

1. Signage Panel
2. Support Structure
3. Mounting Hardware

EXT.7
Wayfinding Signage

1. Signage Panel
2. Support Structure
3. Mounting Hardware

EXT.8
Wayfinding Signage

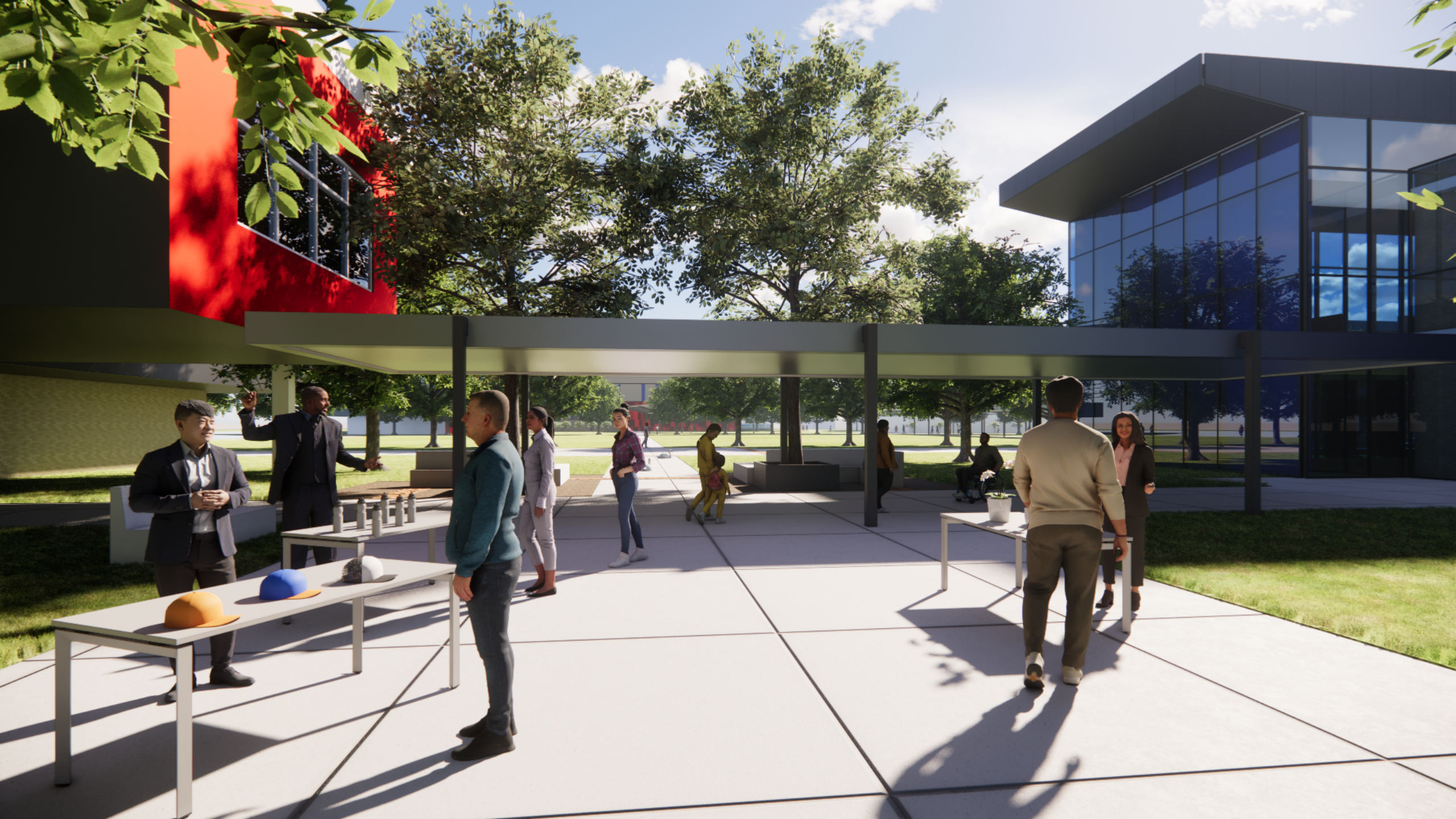
1. Signage Panel
2. Support Structure
3. Mounting Hardware

EXT.9
Wayfinding Signage

1. Signage Panel
2. Support Structure
3. Mounting Hardware

Signage and Wayfinding

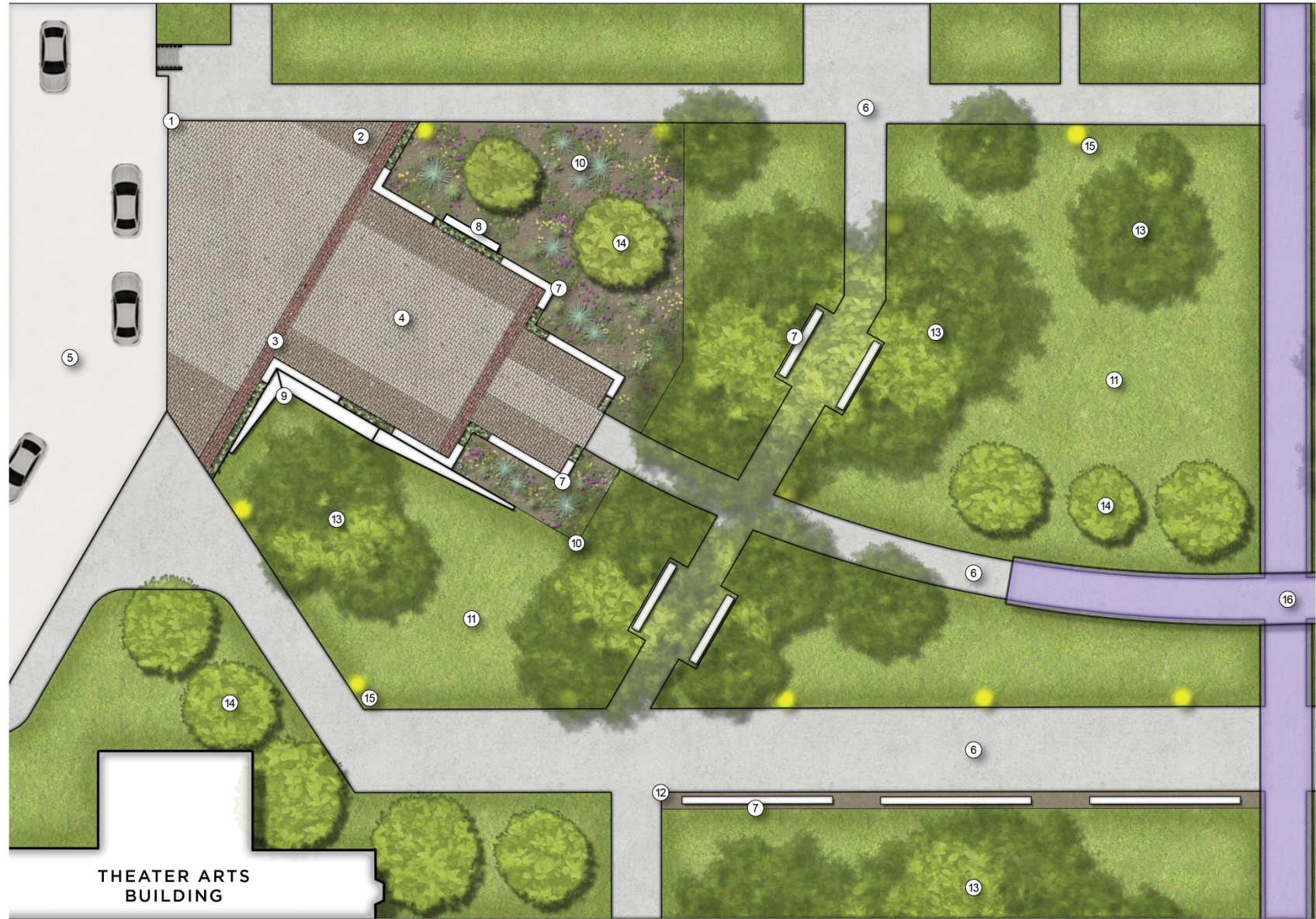
North Entrance



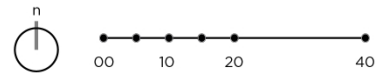
South Entrance Plaza

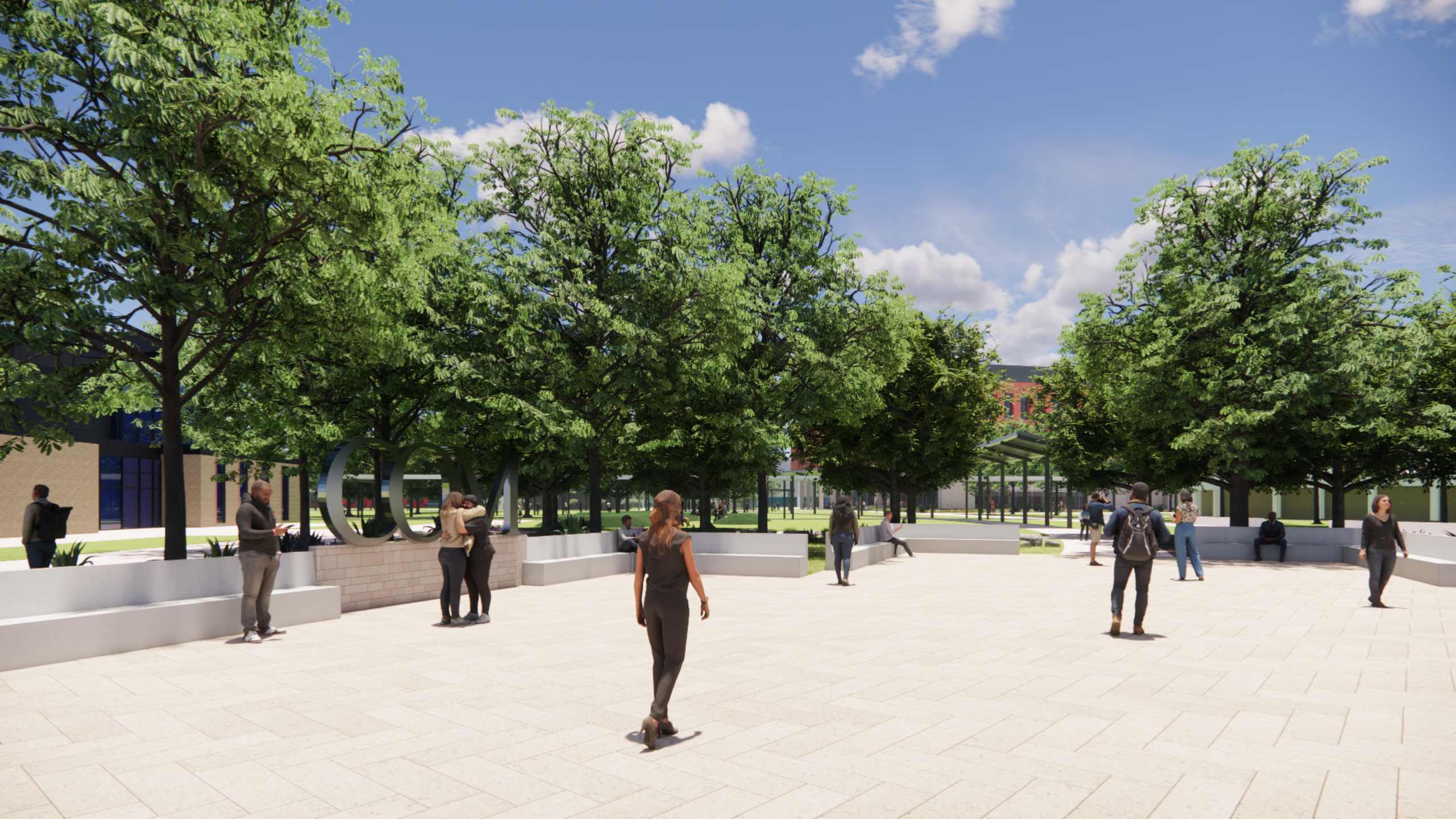
LEGEND

- ① SOUTH ENTRY
- ② PAVER TYPE 1
- ③ PAVER TYPE 2
- ④ PAVER TYPE 3
- ⑤ PARKING LOT
- ⑥ SIDEWALK
- ⑦ BENCHES
- ⑧ COM LETTERS
- ⑨ RETAINING WALL
- ⑩ XERISCAPE PLANTING
- ⑪ LAWN
- ⑫ DECOMPOSED GRANITE
- ⑬ EXISTING TREE
- ⑭ PROPOSED SHADE TREE
- ⑮ PEDESTRIAN LIGHT
- ⑯ OVERHEAD STRUCTURE




**THEATER ARTS
BUILDING**







Stallworth Square

A detailed site plan of a campus. The plan features several buildings: 'Administration' (top left), 'Central Utility Plant' (top right), 'Library & Learning Center' (bottom right), and 'Fine Arts' (bottom left). A large circular 'Gym' is located at the bottom center. A prominent purple road system, including a large loop and a central vertical spine, connects these areas. 'Stallworth Square' is a paved area between the Central Utility Plant and the Library & Learning Center. The plan is filled with green spaces, trees, and walkways.

Administration

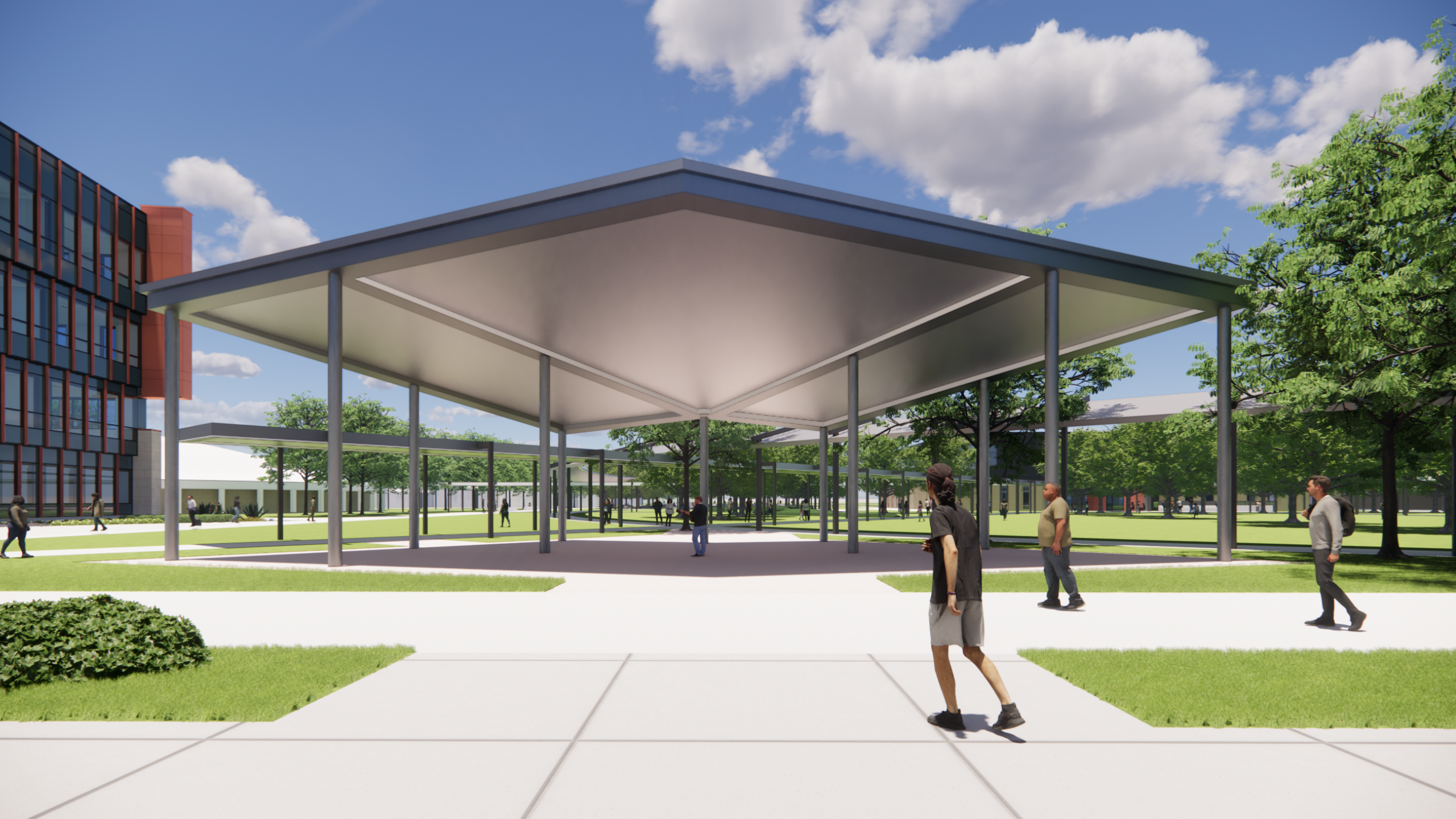
Central
Utility
Plant

Stallworth Square

Fine Arts

Gym

Library &
Learning
Center

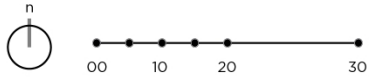




Reflection Garden

LEGEND

- ① CONCRETE WALK
- ② PAVERS
- ③ CAST STONE WALL
- ④ BENCH
- ⑤ DECOMPOSED GRANITE
- ⑥ BOULDERS
- ⑦ XERISCAPE PLANTING
- ⑧ PLANTING BED
- ⑨ ORNAMENTAL GRASS PLANTING
- ⑩ EXISTING SHADE TREE
- ⑪ PROPOSED SHADE TREE
- ⑫ PROPOSED ORNAMENTAL TREE
- ⑬ PEDESTRIAN LIGHTING



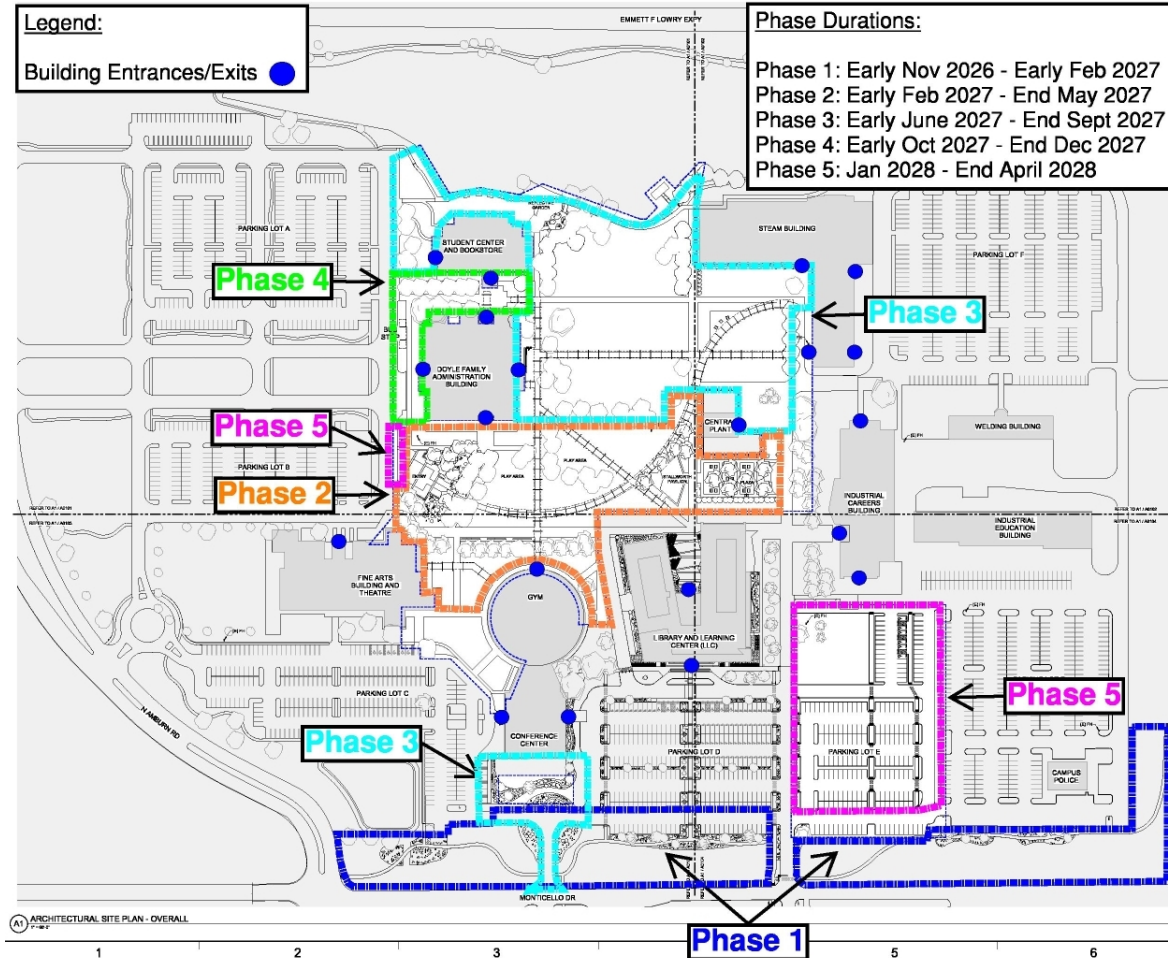


Project Schedule

Library & Learning Center and COMmons

Phasing & Schedule:

College of the Mainland - COMmons Phasing Plan - Phase 1-5

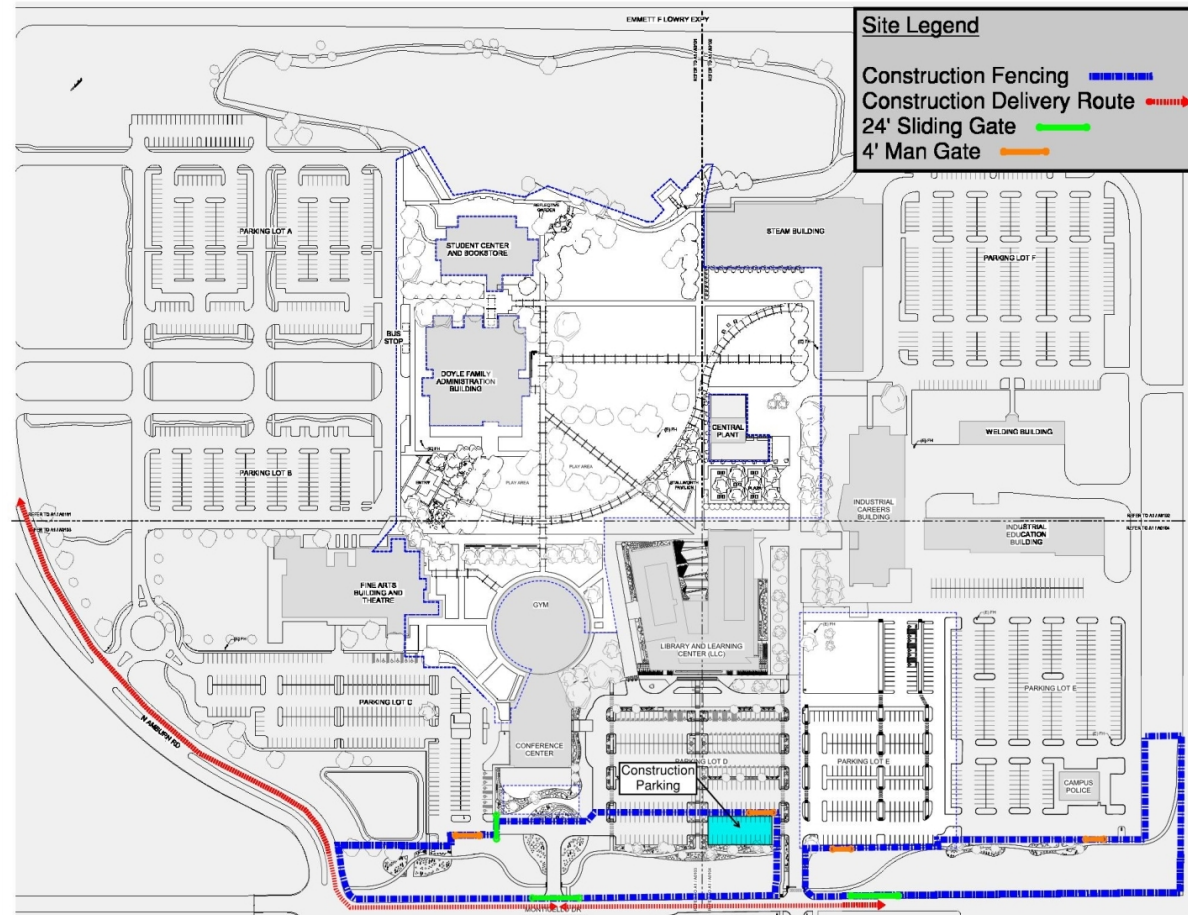


Library & Learning Center and COMmons

Phase 1:

- November 2026 – February 2027
- Monticello Improvements

College of the Mainland - COMmons Phasing Plan - **Phase 1**

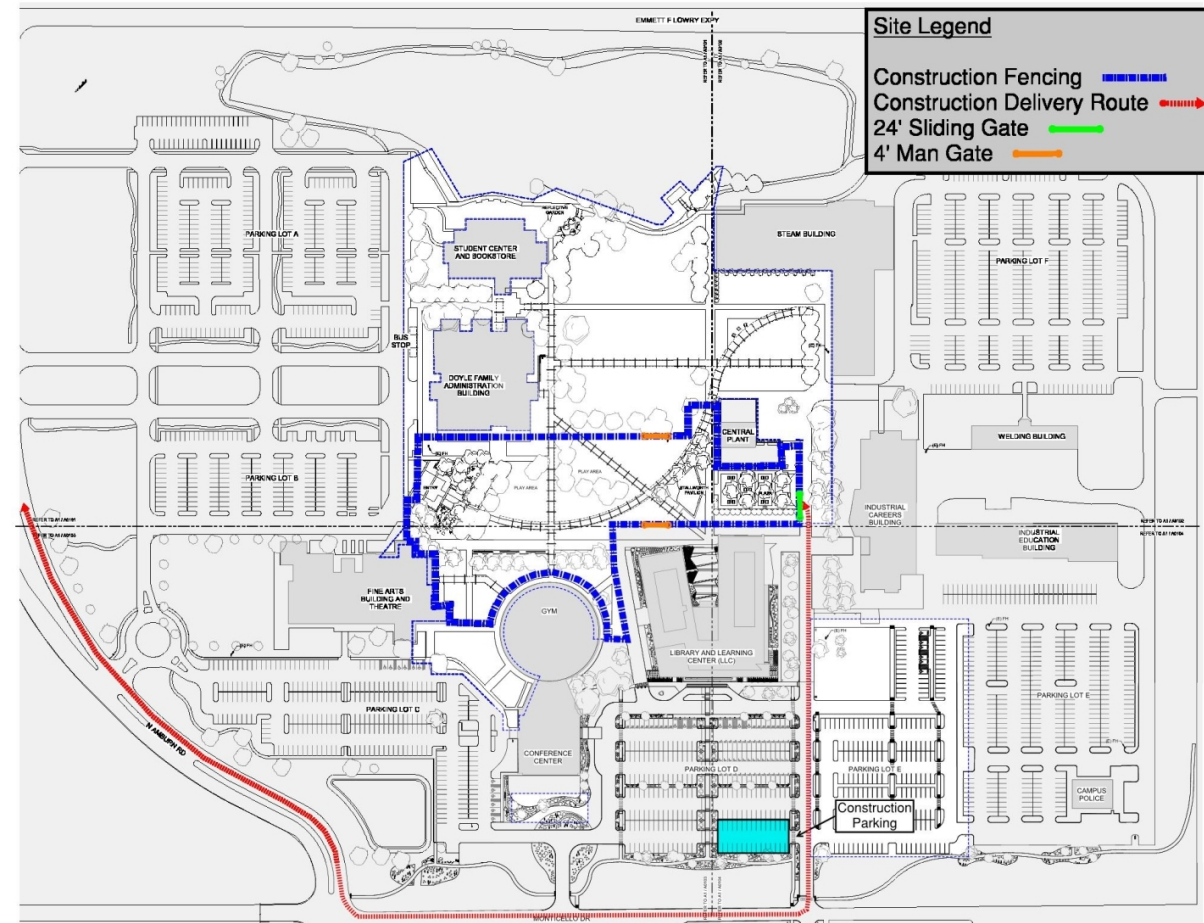


Library & Learning Center and COMmons

Phase 2:

- February 2027 – May 2027
- Campus Core - South

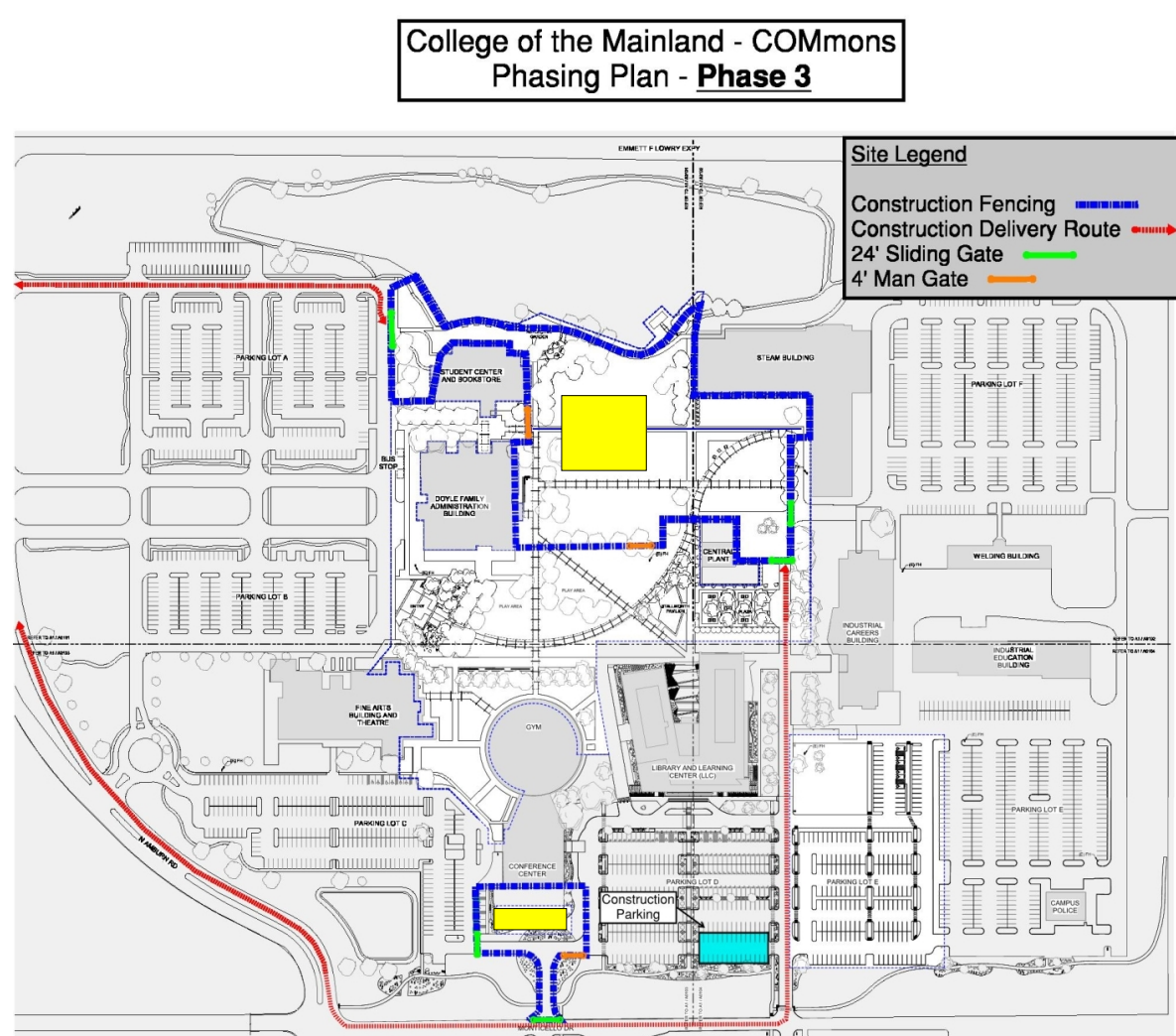
College of the Mainland - COMmons Phasing Plan - **Phase 2**



Library & Learning Center and COMmons

Phase 3:

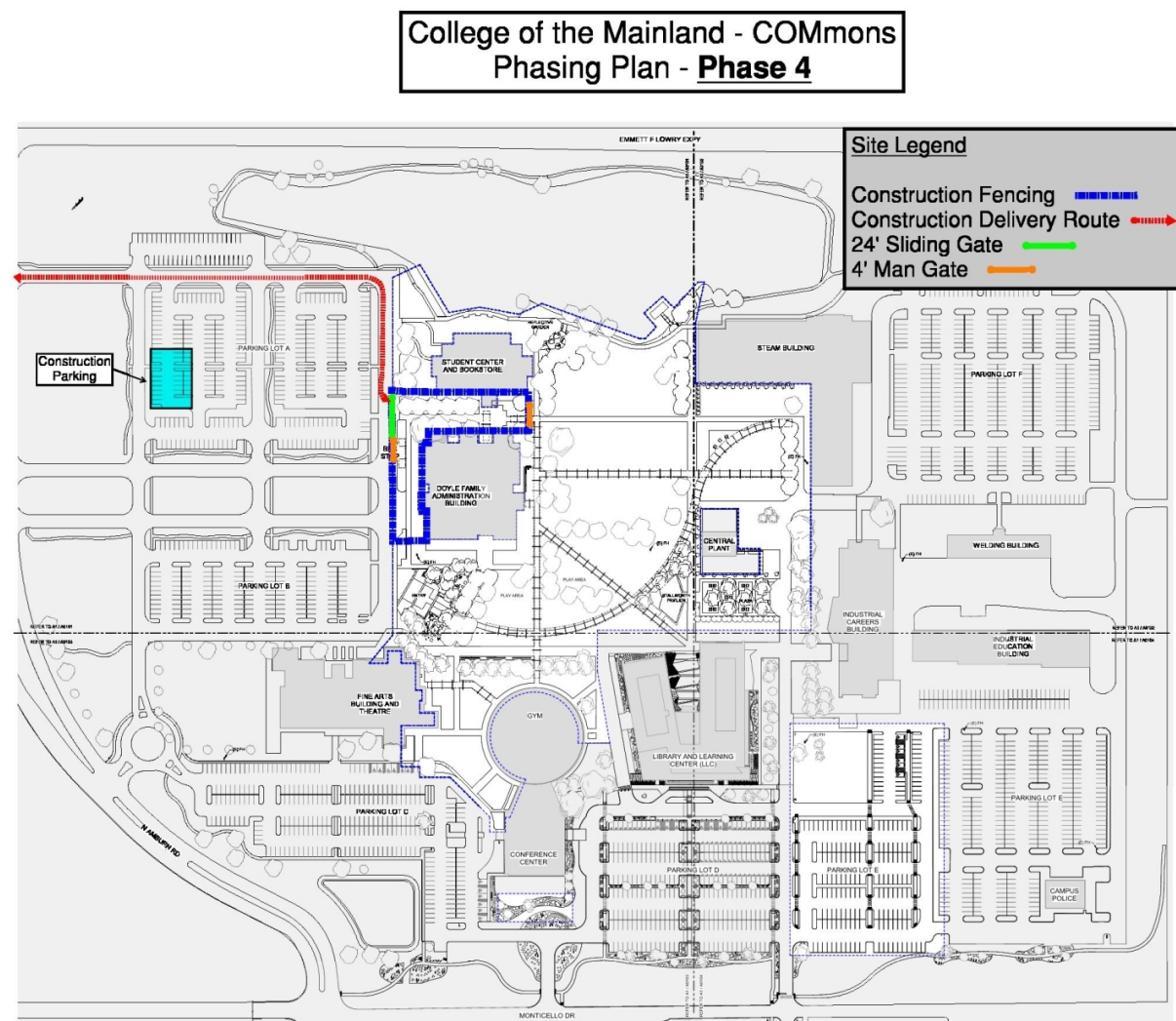
- June 2027 – September 2027
- Campus Core – North
- LRC demolition
- Racquetball court demolition



Library & Learning Center and COMmons

Phase 4:

- October 2027 – December 2027
- Student Center & Admin Entry

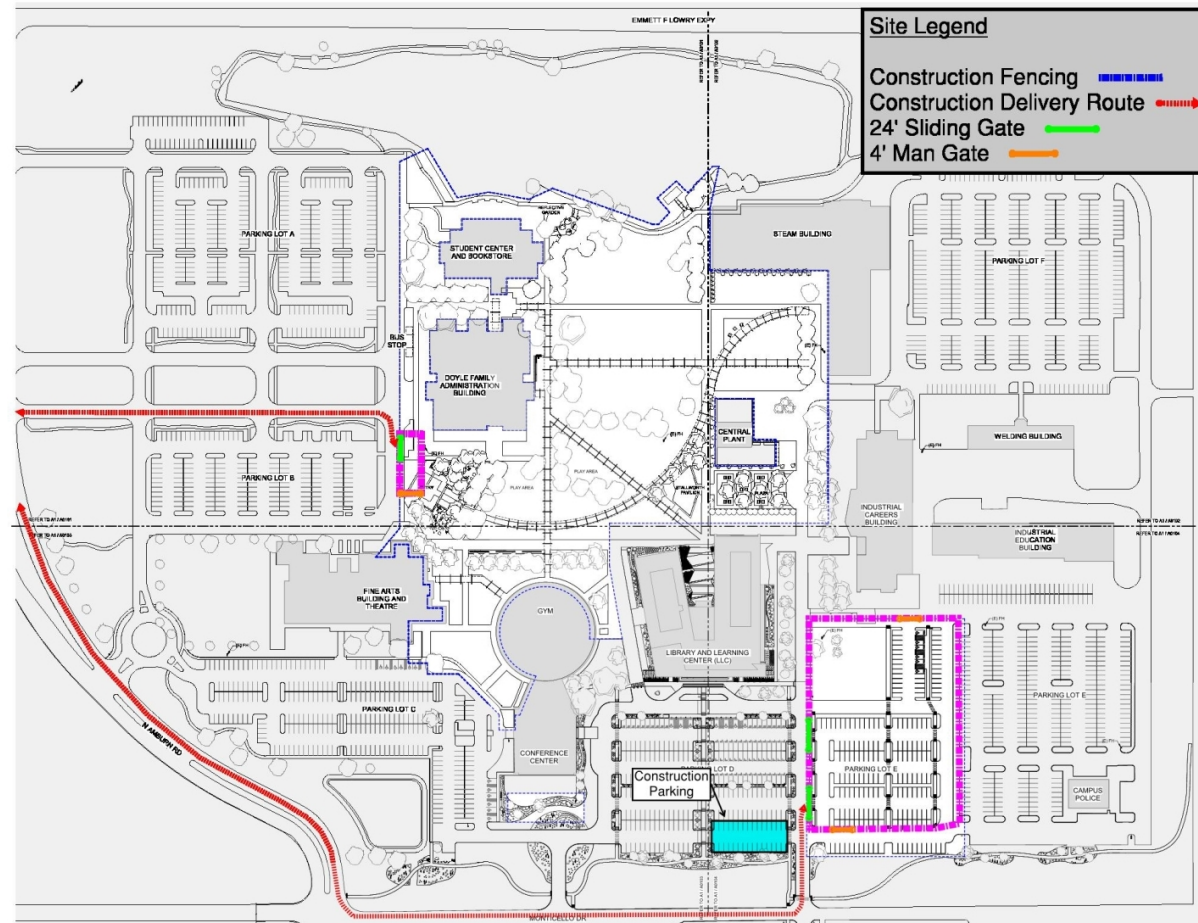


Library & Learning Center and COMmons

Phase 5:

- January 2028 – April 2028
- B11 College Services demolition
- Firing Range demolition
- Warehouse foundation demolition
- Lot D-East (Optional)

College of the Mainland - COMmons Phasing Plan - **Phase 5**



Project Budget

Library & Learning Center and COMmons

Project Scope:

- Library & Learning Center
 - LLC Building, Parking Lot D, Central Plant Upgrades and Monticello landscaping
- COMmons
 - COMmons area, Reflection Garden, Site Lighting, Signage and Wayfinding, Lake Eckert fountains, and Demolition of 4 buildings (LRC, B11 College Services, Firing Range, Racquetball and Warehouse foundation)

Project Budget:

▪ Total LLC Project Budget:		\$ 129,811,536
▪ Total COMmons Project Budget:		\$ 12,535,401
▪ LLC Guaranteed Maximum Price:	\$ 101,854,219	
▪ Total COMmons Construction Budget:	\$ 9,952,471	
▪ Total project soft costs:	\$ 30,540,247	
▪ Total Project Budget:	\$ 142,346,937	\$ 142,346,937

Library & Learning Center and COMmons

Project Funds:

▪ Total Project Budget:		\$ 142,346,937
▪ Committed Funds: LLC GMP, Architect, Specialty Testing, etc.	\$ 112,685,159	
▪ Funds returned to Owner from LLC project budget to be used for other projects	\$ 4,163,177	
▪ Uncommitted Funds:	\$ 25,498,601	
▪ Construction	\$ 11,180,711	
▪ Owner Allowance	\$ 5,000,000	
▪ Testing and Specialty Consulting	\$ 1,686,300	
▪ Technology	\$ 3,500,000	
▪ Fixtures and Equipment	\$ 3,500,000	
▪ Move	\$ 631,590	
	<hr/>	
	\$ 25,498,601	

COMmons

Phase: 100% Design Development (inclusive of VE)

Date: October 8, 2025



Note:

Team held a work session with COM and approximately \$2,137,496 was accepted in value engineering cost reductions:

- Simplify walkway cover design
- Delete CUP screen wall
- Delete redundant sidewalk & reduce paver scope
- Reduce outlet density at covered walkways
- Simplify planters at Stallworth Square plaza

Additionally, we identified two additional cost savings items, making them optional:

- Parking Lot D East – Add \$ 1,098,646
- Add walkway cover to second STEM entrance – Add \$ 141,651

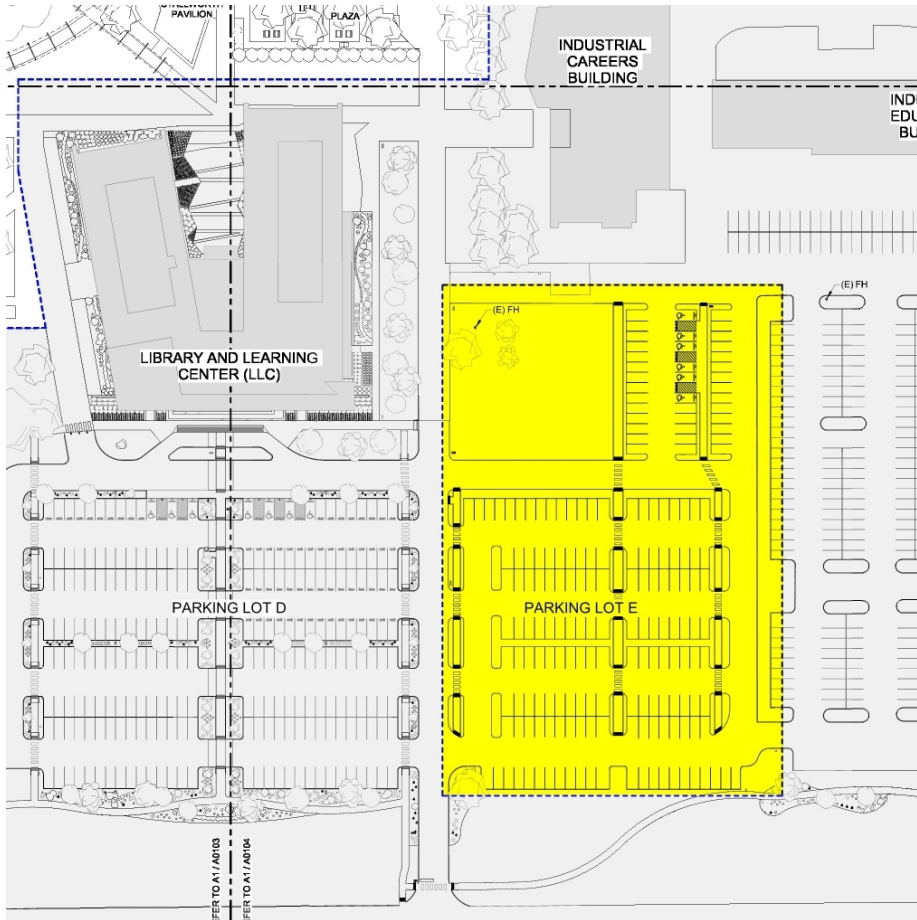
Estimate Summary			Total
Cost of Work (Refer to Estimate Detail)			\$11,709,997
Base Cost of Work Subtotal (COW)			\$11,709,997
Allowances			
Hydroexcavation			\$100,000
Permit			\$27,936
P&P Bonds	% of TCC	1.00%	\$136,382
Insurances (In compliance with GMP Exhibit B.)	% of TCC	2.825%	\$385,279
Builders Risk (In compliance with GMP Exhibit B.)	Current policy expansion		\$300,000
Total Cost of Work (TCOW)			\$12,659,594
CM Contingency	% of COW	0.00%	\$0
General Conditions	% of TCOW (less COW Self-Perform)	4.48%	\$567,150
Construction Phase Fee	% of TCOW (less COW Self-Perform)	3.25%	\$411,437
Total Construction Cost (TCC)			\$13,638,181
Owner's Contingency			\$0
Grand Total			\$13,638,181



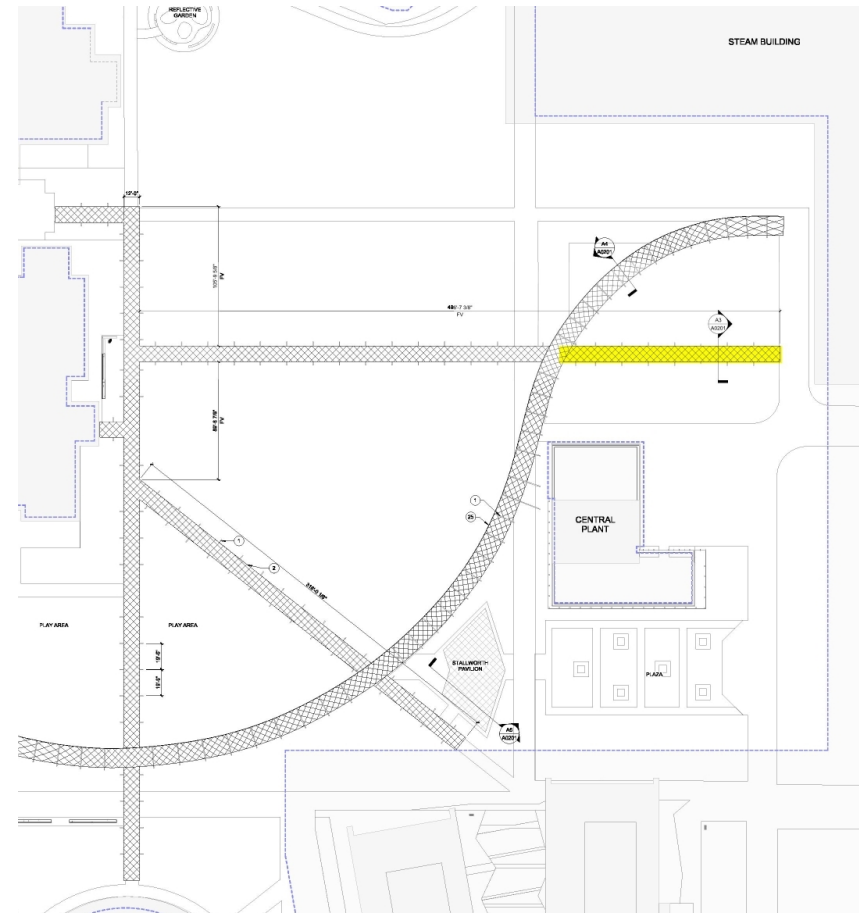
COMmons

Possible Options to Add:

- Parking Lot D East \$1,098,646



- Section of canopy to second entrance of STEM \$141,651



Recommendation

Project Funding:

▪ COMmons Design Development Budget Estimate	\$ 13,638,181
▪ Owner's Construction Contingency	\$ 300,000
	<hr/>
▪ Total COMmons Construction Cost (estimate)	\$ 13,938,181
	<hr/>
▪ Construction Funds - Uncommitted costs	\$ 11,180,711
	<hr/>
▪ Estimated over construction budget:	\$ 2,757,470

Recommendation:

▪ Use portion of \$5 mm Owner Allowance to allocate funds to Construction Line Item	\$ 3,000,000
	<hr/>
▪ Uncommitted Funds:	
▪ Construction	\$ 11,180,711
▪ Owner Allowance	\$ 5,000,000
▪ Testing and Specialty Consulting	\$ 1,686,300
▪ Technology	\$ 3,500,000
▪ Fixtures and Equipment	\$ 3,500,000
▪ Move	\$ 631,590
	<hr/>
	\$ 25,498,601

Add Alternates:

- If any of the additional options are desired, use \$ 4,000,000 of the \$5 mm Owner Allowance
- Decision needs to be made by summer of 2026, when funding for all projects is further clarified and several projects have been closed-out

Questions?

Library & Learning Center and COMmons

Value Evaluation Summary

Original Estimate	\$17,329,010
Accepted Changes	(\$3,377,793)
Current Estimate	\$13,938,181
Target GMP Budget	\$11,180,711
Delta	\$2,757,470

Accepted	(\$3,377,793)
Rejected	(\$1,226,321)
Pending	\$0

Total Add Alternates	\$0
Total Deductive Alternates	\$0

Site							
Item #	Discipline	Cost Impact Item	Cost of Work	TCC	Yes/No	Action By	Comments
1.01	Site	Revise flat covered walkway from hanging profile to standard column & expand sidewalk width	(\$269,785)	(\$279,195)	Yes		
1.02	Site	Increase sidewalk width at curved walkway, to encapsulate columns	\$ 24,531	\$ 28,364	Yes		
1.03	Site	Delete soffit at canopies	(\$617,900)	(\$639,453)	Yes		
1.04	Site	Revise fascia at curved canopy from mechanically curved to segmented	(\$235,500)	(\$243,715)	No		
1.05	Site	Delete CUP screenwall scope	(\$767,400)	(\$794,168)	Yes		
1.06	Site	Delete East-West open sidewalk between Student Center and STEAM	(\$20,966)	(\$21,697)	Yes		
1.07	Site	Revise all pavers outside of Reflective Garden and Entry to concrete paving	(\$132,150)	(\$136,760)	Yes		
1.08	Site	Delete CIP concrete benches north of Gym	(\$34,164)	(\$35,356)	Yes		
1.09	Site	Reduce density of outlets along covered walkways (change from 40' oc to 100' oc)	(\$16,416)	(\$16,988)	Yes		
1.10	Site	Delete stone cladding at Plaza retaining walls	(\$234,078)	(\$242,243)	Yes		
1.11	Site	Revise angled cover to flat at curved walkway					Value is TBD.
1.12	Site	Simplify design (materials and/or geometry) of Stallworth Pavilion					Value is TBD.

Alternates							
Item #	Discipline	Cost Impact Item	Cost of Work	TCC	Yes/No	Action By	Comments
2.01	Alternate	Alternate: Parking Lot D-East	(\$1,061,615)	(\$1,098,646)	Yes		
2.02	Alternate	Alternate: Portion of East-West covered walkway, from curved walkway to STEAM	(\$136,877)	(\$141,651)	Yes		
2.03	Alternate	Alternate: Curved Walkway Cover (full length)	(\$949,487)	(\$982,607)	No		





MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: October 27, 2025

Subject: Design Development Approval for the Campus Services Building project

AGENDA ITEM DESCRIPTION

Approval of the Design Development phase of the Campus Services Building project, as presented, and authorization for RDLR Architects to proceed to the Construction Documents phase.

PURPOSE

To obtain Board approval of the Design Development phase for the Campus Services Building project.

BACKGROUND

At the July 28, 2025 Board Meeting, the Board of Trustees approved the Schematic Design for the new Campus Services Building. Following this approval, RDLR Architects commenced the Design Development phase. The completed Design Development package was presented to the Bond Steering Committee on October 16, 2025, and received a recommendation for Board approval.

FUNDING SOURCE

2023 Bond Funds

PROPOSED MOTION

"I move the Board of Trustees approve the Design Development phase for the Campus Services Building project, as presented, and authorize RDLR Architects to proceed to the Construction Documents phase."

ATTACHMENT(S)

1. LAN Cover Letter
2. Design Development Presentation



To: Dr. Helen Brewer, President, College of the Mainland (COM)

From: Lockwood, Andrews & Newnam (LAN)

Date: October 16, 2025

Re: Design Development Approval for the Campus Service Building (CSB) project

Background: At the July 28, 2025 Board Meeting, the Board of Trustees approved the Schematic Design for the new Campus Services Building. Following this approval, RDLR Architects commenced the Design Development phase. The completed Design Development package was presented to the Bond Steering Committee on October 16, 2025, and received a recommendation for Board approval.

Recommendation: LAN recommends Board approval of the Design Development phase for the Campus Services Building project, as presented. We further recommend authorizing RDLR Architects to proceed with the Construction Documents phase.

A handwritten signature in blue ink that reads "C.W. Scheibe".

C.W. Scheibe, CCM, PMP
Program Manager, LAN
cwscheibe@lan-inc.com
mobile: (972) 890-3002



COLLEGE OF THE MAINLAND - CAMPUS SERVICES BUILDING-NEW CONSTRUCTION

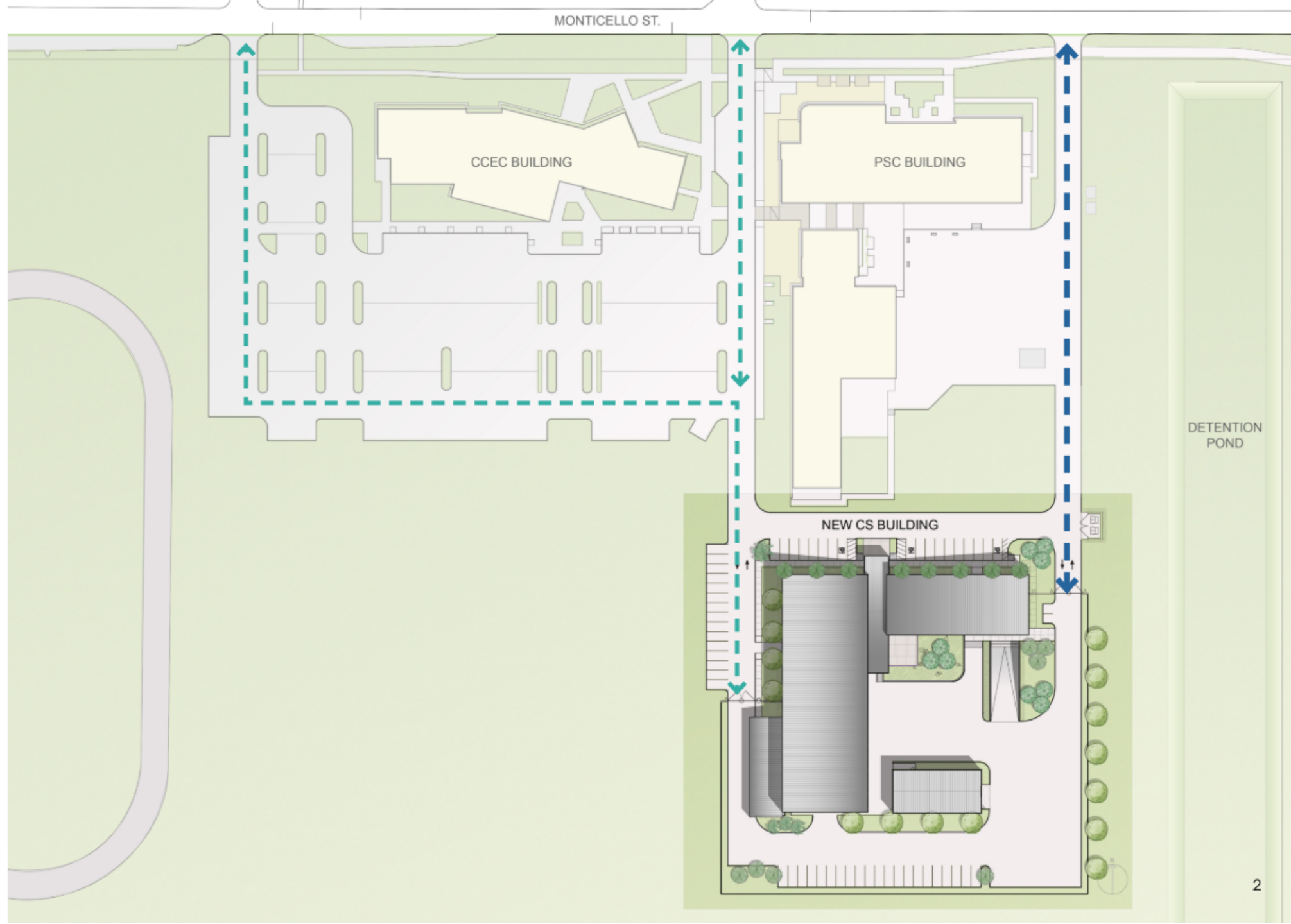
PREPARED FOR THE COLLEGE OF THE MAINLAND - DD REVIEW

10/16/2025

OVERALL SITE PLAN BEFORE

LEGEND:

- ←-→ SERVICE DRIVE / 18 WHEELER ACCESS
- ←-→ CCEC & PSC ACCESS



OVERALL SITE PLAN AFTER

LEGEND:

←-→ SERVICE DRIVE / 18 WHEELER ACCESS

←-→ CCEC & PSC ACCESS

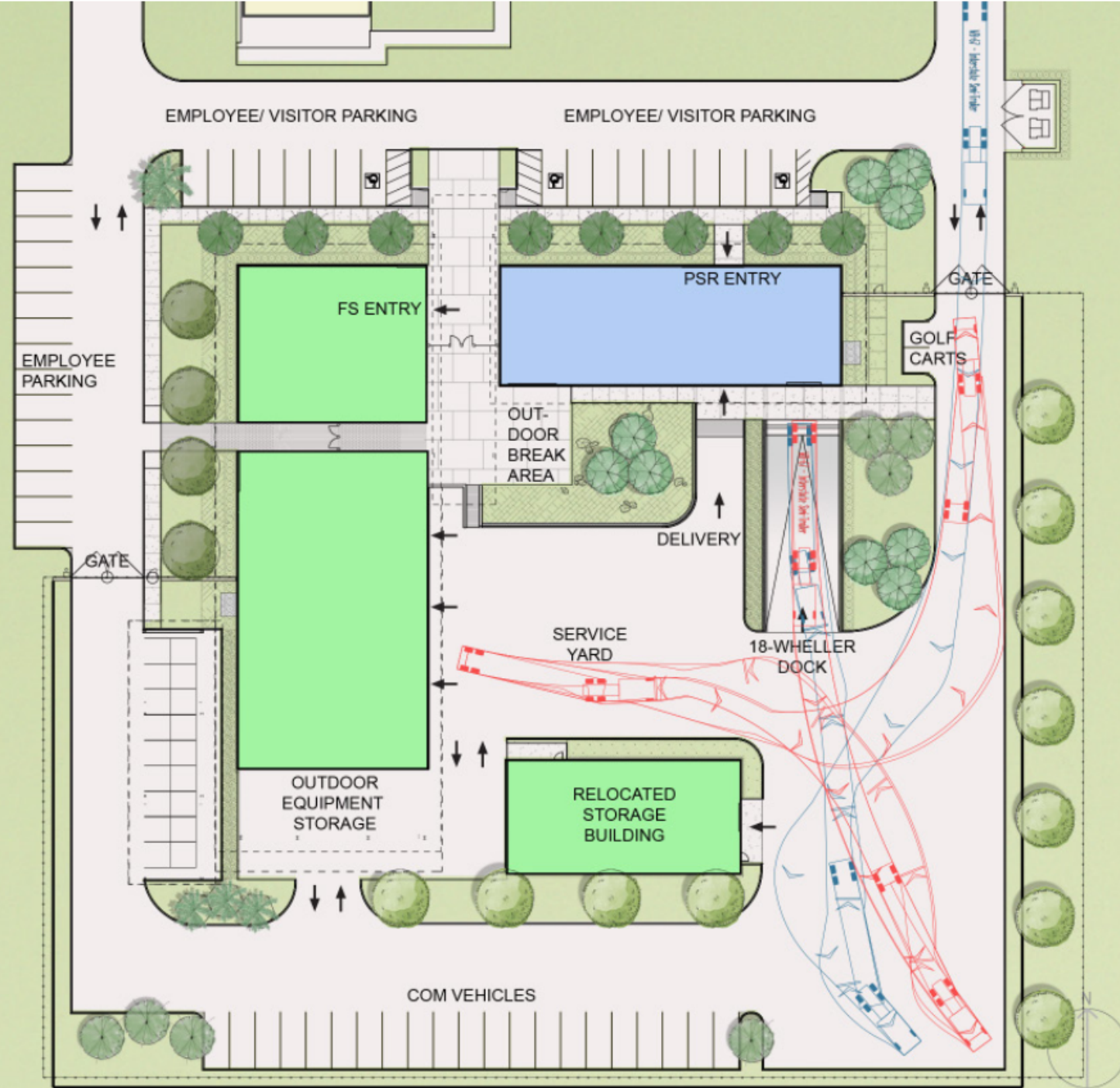
- OVERALL PROJECT FOOTPRINT
REDUCED BY ~6,075 SF



ENLARGED SITE PLAN BEFORE

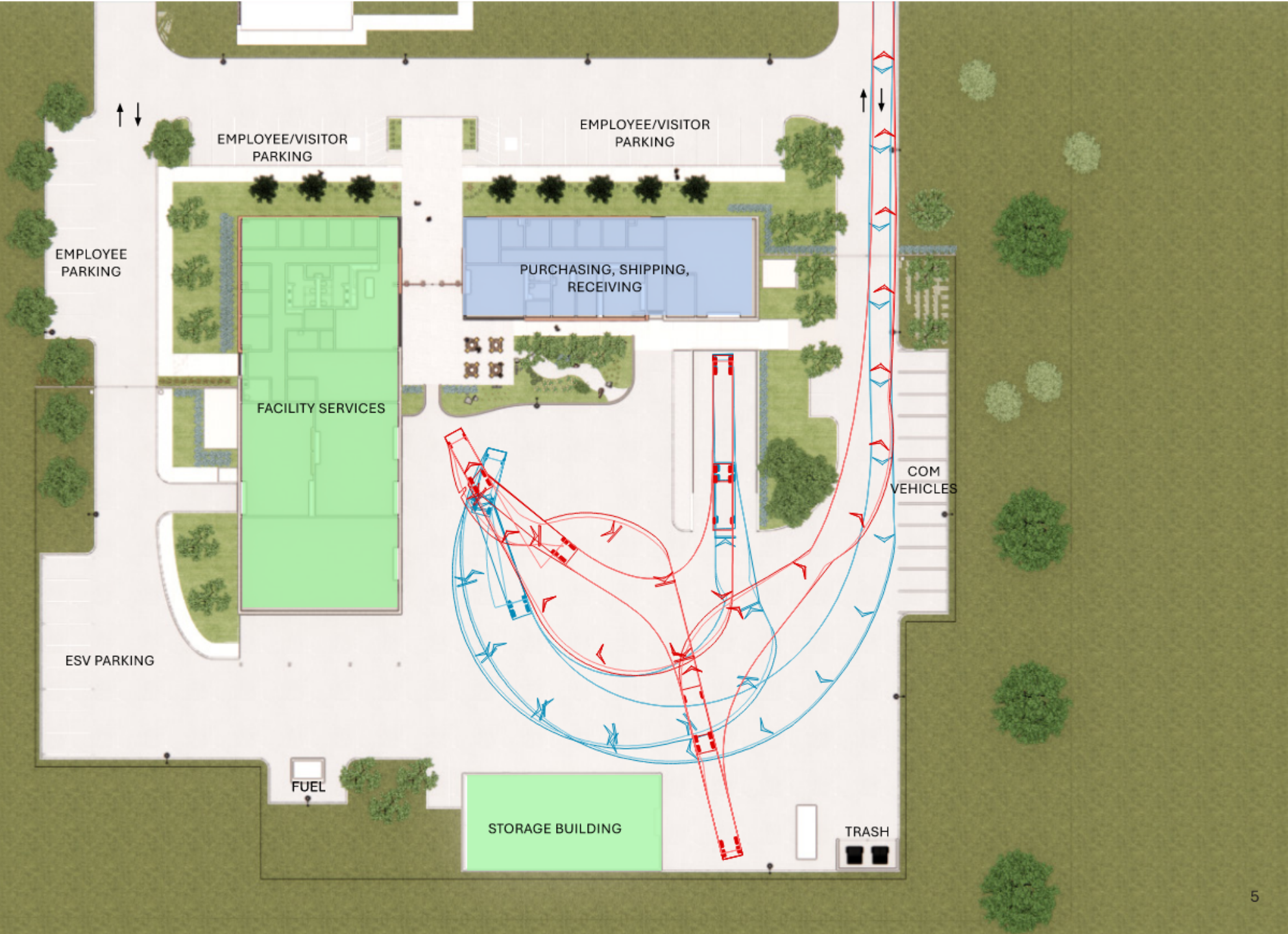
LEGEND:

- FACILITY SERVICES
- PURCHASING, SHIPPING, & RECEIVING
- 18-WHEELER INGRESS
- 18-WHEELER EGRESS



ENLARGED SITE PLAN AFTER

- LEGEND:**
- FACILITY SERVICES
 - PURCHASING, SHIPPING, & RECEIVING
 - 18-WHEELER INGRESS
 - 18-WHEELER EGRESS



FLOOR PLAN BEFORE

LEGEND:

- FACILITY SERVICES
- PURCHASING, SHIPPING, & RECEIVING
- SHARED SPACES
- SUPPORT SPACES



FLOOR PLAN AFTER

LEGEND:

- FACILITY SERVICES
- PURCHASING, SHIPPING, & RECEIVING
- SHARED SPACES
- SUPPORT SPACES



AERIAL PERSPECTIVE - BEFORE



AERIAL PERSPECTIVE - AFTER



PUBLIC SAFETY CAREERS BUILDING



CORPORATE TRAINING CENTER BUILDING



NEW CAMPUS SERVICES BUILDING - BEFORE



NEW CAMPUS SERVICES BUILDING - AFTER



NORTH EAST PERSPECTIVE - BEFORE



NORTH EAST PERSPECTIVE - AFTER



NORTH BREEZEWAY PERSPECTIVE - BEFORE



NORTH BREEZEWAY PERSPECTIVE - AFTER



OUTDOOR BREAK AREA PERSPECTIVE - BEFORE



OUTDOOR BREAK AREA PERSPECTIVE - AFTER



CONSTRUCTION ESTIMATE DESIGN DEVELOPMENT

TELLEPSEN		225092 - COM - New College Services Building	
October 15, 2025	Total Building Area (SF):	19,410	
DESCRIPTION	UNIT	TOTAL	
03 00 00 Concrete	\$23.39	\$453,920	
04 00 00 Masonry	\$23.92	\$464,280	
05 00 00 Metals	\$2.58	\$50,000	
06 00 00 Wood, Plastics, and Composites	\$6.52	\$126,501	
07 00 00 Thermal and Moisture Protection	\$40.76	\$791,232	
08 00 00 Openings	\$26.76	\$519,505	
09 00 00 Finishes	\$45.76	\$888,218	
10 00 00 Specialties	\$6.84	\$132,728	
11 00 00 Equipment	\$7.19	\$139,587	
12 00 00 Furnishings	\$1.63	\$31,544	
13 00 00 Special Construction	\$42.40	\$822,907	
21 00 00 Fire Suppression	\$5.06	\$98,300	
22 00 00 Plumbing	\$15.73	\$305,333	
23 00 00 Heating, Ventilating, and Air Conditioning (HVAC)	\$41.52	\$806,000	
26 00 00 Electrical	\$59.76	\$1,160,000	
27 00 00 Communications	\$27.39	\$531,600	
28 00 00 Electronic Safety and Security	\$1.53	\$29,661	
31 00 00 Earthwork	\$30.65	\$595,000	
32 00 00 Exterior Improvements	\$54.40	\$1,055,856	
33 00 00 Utilities	\$33.28	\$645,954	
Base Estimate Direct Cost	\$497.07	\$9,648,086	
COH Permit and Plan Fee	0.37%	\$1.83	\$35,485
Performance Bond	0.82%	\$4.06	\$78,713
General Liability Insurance	0.80%	\$3.98	\$77,185
Subcontractor Default Insurance	1.50%	\$7.45	\$144,553
Warranty Allowance	0.10%	\$0.58	\$11,299
AGC Services	0.13%	\$0.66	\$12,898
Contractor's Contingency	2.00%	\$10.31	\$200,164
Plan Development Contingency	2.00%	\$10.31	\$200,164
General Conditions	6.61%	\$34.22	\$664,200
Fee	2.25%	\$11.85	\$228,089
Base Estimate Indirect Cost	\$85.05	\$1,650,751	
Base Estimate Total Cost	\$582.11	\$11,298,837	

CONSTRUCTION ESTIMATE OVERVIEW

CONSTRUCTION BUDGET:	\$10,800,000
DESIGN DEVELOPMENT (DD) ESTIMATE:	\$11,298,837
ESTIMATED AMOUNT OVER BUDGET:	\$498,837

VALUE ENGINEERING OPPORTUNITIES:

EXTERIOR SOFFITS: Evaluate alternative materials to reduce cost

SECURITY CAMERAS: Reassess quantity - current design includes excess coverage

HVAC SYSTEMS: Pricing is above expectations; Tellepsen will engage additional trade partners for competitive bids

EARTHWORK: Costs expected to decrease upon completion of full geotechnical report

END





PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer
Date: October 27, 2025
Subject: Vice President for Strategic Initiatives (New)

AGENDA ITEM DESCRIPTION

Presented for recommended approval to the Board of Trustees on October 27, 2025 and forwarded for recommended approval to Board of Trustees on the same date.

BACKGROUND

The Vice President for Strategic Initiatives serves as a key member of the president's cabinet, responsible for advancing the college's long-term vision and priorities through the development, coordination, and execution of cross-institutional strategies. This role provides leadership in aligning institutional goals with emerging opportunities, fostering innovation, and strengthening partnerships that enhance student success and community impact.

FUNDING SOURCE

Vice President for Strategic Initiatives - \$146,050 from budget 11-0-0000-5146-5120

PROPOSED MOTION

"I move the Board of Trustees approve the appointment of Diane Burkett to the position of Vice President for Strategic Initiatives."

ATTACHMENTS

1. Appointment Nomination



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer
Date: October 27, 2025
Subject: Controller (Replacement)

AGENDA ITEM DESCRIPTION

Presented for recommended approval to the Board of Trustees on October 27, 2025 and forwarded for recommended approval to Board of Trustees on the same date.

BACKGROUND

The Controller serves as the chief accounting officer of the College, providing leadership, direction, and oversight for all financial operations. This position is responsible for general accounting, financial reporting, tax compliance, and the implementation of fiscal policies and procedures. The Controller ensures that financial practices meet the highest standards of accuracy, accountability, and compliance with GASB, GAAP, and other relevant standards. The role requires strategic collaboration with institutional leadership to support long-term financial sustainability, regulatory compliance, and efficient business processes.

FUNDING SOURCE

Contoller - \$137,424 from budget 11-0-0000-5112-5120

PROPOSED MOTION

"I move the Board of Trustees approve the appointment of Freda Davis to the position of Controller, Business Office."

ATTACHMENTS

1. Appointment Nomination



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: October 27, 2025
Subject: Recommendation to adopt revisions to COM Local Policies

AGENDA ITEM DESCRIPTION

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

Presented and recommended for approval to the Board of Trustees on October 27, 2025.

PURPOSE

COM policies DIAA, DIAB, FFDA, and FFDB have been updated to align with the current regulatory guidelines changing the standard from “severe, pervasive, **or** objectively offensive” to “severe, pervasive, **and** objectively offensive.” Additionally, contact information has been revised, and the definition of consent has been added to policy FFDA.

BACKGROUND

DIAA addresses complaints of sex discrimination targeting employees. DIAB addresses complaints of discrimination, harassment, and retaliation targeting employees based on protected characteristics other than sex. FFDA addresses complaints of sex discrimination targeting students. FFDB addresses complaints of discrimination based on protected characteristics other than sex.

FUNDING SOURCE

Not applicable

PROPOSED MOTION

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

ATTACHMENT(S)

1. DIAA (Local) Draft/Final *Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*
2. DIAB (Local) Draft/Final *Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics*
3. FFDA (Local) Draft/Final *Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*
4. FFDB (Local) Draft/Final *Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics*

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

**Statement of
Nondiscrimination**

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

Definitions

Employee

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

Discrimination

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

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

Sexual Harassment

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

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

Sexual Violence

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

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

DIAA
(LOCAL)

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

Domestic Violence “Domestic violence” means violence committed by:

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

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

For the purposes of this definition:

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

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

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

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

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

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

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

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

Reporting Procedures

Reporting by
Alleged Victim

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

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

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

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

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

DIAA
(LOCAL)

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

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

Reporting by Other
Employees

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

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

Exceptions

Disclosure at
Event

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

Employee
Subject to
Confidentiality
Rules

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

Peace Officer

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

Prior Report

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

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

DIAA
(LOCAL)

Title IX Coordinator	<p>Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The College District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, and related state and federal laws:</p> <p>Title IX Coordinator: Teclesha Blanchard</p> <p>Address: 1200 Amburn Road, Texas City, TX 77591</p> <p>Telephone: (409) 933-8529</p> <p>Email: Title IX Coordinator email¹</p> <p>Webpage: Title IX/Sexual Misconduct webpage²</p>
Responsible Employees	<p>All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance with Title IX.</p>
Timely Reporting	<p>A failure to immediately report prohibited conduct may impair the College District's ability to investigate and address the conduct.</p>
Consolidate Reports	<p>When the allegations underlying two or more complaints arise out of the same facts or circumstances, the College District may consolidate the complaints.</p>
Advisor	<p>Each party to a complaint may be assisted by an advisor of the party's choice who may participate in the proceedings in a manner consistent with College District procedures.</p>
Conflict of Interest Prohibited	<p>No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall have a conflict of interest or bias.</p>
Training	<p>A person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law and College District procedures.</p>
Days	<p>"Days" shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>
Extension of Timelines	<p>Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an extension and the reason for the extension. A limited delay</p>

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

Investigation of the Report

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

Initial Assessment

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

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

Request Not to Investigate

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

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

Formal Complaint

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

Notice to Parties

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

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

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false information during the investigation and any ensuing proceedings.

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

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

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meeting shall be provided written notice in enough time to prepare to participate.

At least ten days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.

Concluding the Investigation

The investigation shall be completed within a reasonable time, not to exceed 30 days from the date of the report.

The investigator shall prepare a written report of the investigation. The investigation report shall be filed with the Title IX coordinator within five days following the completion of the investigation.

Notification of the Report

The Title IX coordinator shall provide the investigation report, within the extent permitted by law, to the complainant and the respondent promptly following receipt. The parties shall be given ten days to respond to the report.

College District Action

The Title IX coordinator shall submit the investigation report to the executive director, human resources promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.

The executive director, human resources or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed ten days. The hearing shall be conducted in accordance with law and College District procedures.

After the hearing, the executive director, human resources or designee shall determine whether each individual allegation of prohibited conduct occurred using a preponderance of evidence standard and determine the appropriate disciplinary or corrective action. In making the determination, the executive director, human resources or designee shall evaluate all relevant evidence objectively and shall not make credibility assessments based on a person's status as the complainant, the respondent, or a witness. The executive director, human resources or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.

Disciplinary or Corrective Action

If the executive director, human resources or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

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

Examples of disciplinary or corrective action may include:

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

Exception

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

Improper Conduct

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

Dismissal of Complaint

Mandatory Dismissal

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

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

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Appeal

Discipline or
Corrective Action

Employees

Suspension
Without Pay or
Termination of
Contract
Employees
Other Action

If the executive director, human resources or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the executive director, human resources or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.

If the executive director, human resources or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the executive director, human resources or designee shall inform the employee that the employee may appeal the determination within ten days in accordance with DGBA beginning at Level Three.

Students

Suspension

If the executive director, human resources or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A conference shall be scheduled within ten days of the notice of determination in accordance with FMA, beginning at Appeal to College District Administration.

Expulsion

If the executive director, human resources or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President to schedule an expulsion hearing before the Board in accordance with FMA.

Other Action

If the executive director, human resources or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the executive director, human resources or designee shall inform the student that the student may appeal the determination within ten days in accordance with FMA, beginning at Appeal to College District Administration.

Other Appeals

All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]

Complaints Filed
with State or
Federal Agencies

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

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Records Retention

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

Access to Policy, Procedures, and Related Materials

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

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

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

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

**Statement of
Nondiscrimination**

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

Definitions

Employee

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

Discrimination

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

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

Sexual Harassment

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

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

Sexual Violence

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

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

Domestic Violence “Domestic violence” means violence committed by:

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

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

For the purposes of this definition:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reporting by Other
Employees

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

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

Exceptions

Disclosure at
Event

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

Employee
Subject to
Confidentiality
Rules

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

Peace Officer

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

Prior Report

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

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Title IX Coordinator Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The College District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended, and related state and federal laws:

Title IX Coordinator: Teclesha Blanchard

Address: 1200 Amburn Road, Texas City, TX 77591

Telephone: (409) 933-8529

Email: [Title IX Coordinator email](#)¹

Webpage: [Title IX/Sexual Misconduct webpage](#)²

Responsible Employees All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance with Title IX.

Timely Reporting A failure to immediately report prohibited conduct may impair the College District's ability to investigate and address the conduct.

Consolidate Reports When the allegations underlying two or more complaints arise out of the same facts or circumstances, the College District may consolidate the complaints.

Advisor Each party to a complaint may be assisted by an advisor of the party's choice who may participate in the proceedings in a manner consistent with College District procedures.

Conflict of Interest Prohibited No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall have a conflict of interest or bias.

Training A person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law and College District procedures.

Days "Days" shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Extension of Timelines Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an extension and the reason for the extension. A limited delay determined to be necessary so as not to impede a criminal or regulatory investigation

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shall constitute good cause for an extension of timelines established by this policy and associated procedures.

Investigation of the Report

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

Initial Assessment

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

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

Request Not to Investigate

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

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

Formal Complaint

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

Notice to Parties

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

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

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

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Concluding the Investigation

The investigation shall be completed within a reasonable time, not to exceed 30 days from the date of the report.

The investigator shall prepare a written report of the investigation. The investigation report shall be filed with the Title IX coordinator within five days following the completion of the investigation.

Notification of the Report

The Title IX coordinator shall provide the investigation report, within the extent permitted by law, to the complainant and the respondent promptly following receipt. The parties shall be given ten days to respond to the report.

College District Action

The Title IX coordinator shall submit the investigation report to the executive director, human resources promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.

The executive director, human resources or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed ten days. The hearing shall be conducted in accordance with law and College District procedures.

After the hearing, the executive director, human resources or designee shall determine whether each individual allegation of prohibited conduct occurred using a preponderance of evidence standard and determine the appropriate disciplinary or corrective action. In making the determination, the executive director, human resources or designee shall evaluate all relevant evidence objectively and shall not make credibility assessments based on a person's status as the complainant, the respondent, or a witness. The executive director, human resources or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.

Disciplinary or Corrective Action

If the executive director, human resources or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

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

Examples of disciplinary or corrective action may include:

- Implementing the disciplinary measures described in DH and the DM series for employees or FM for students;

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

Exception

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

Improper Conduct

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

Dismissal of Complaint

Mandatory Dismissal

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

Permissive Dismissal

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

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

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Notice of Dismissal	Upon dismissal of a complaint, the Title IX coordinator or the executive director, human resources or designee shall provide the parties written notice of the dismissal.
Confidentiality	To the greatest extent possible, consistent with law, the College District shall respect the privacy of the complainant or the respondent or a person who makes a report or serves as a witness. Limited disclosures may be necessary to carry out the purposes of this policy and associated regulations and to comply with applicable law.
Retaliation	<p>The College District prohibits retaliation against any person for the purpose of interfering with a right or privilege under this policy; the complainant; or a person who, in good faith, makes a report or complaint, serves as a witness, or otherwise participates or refuses to participate in an investigation, proceeding, or hearing under this policy. This prohibition does not apply to discipline of a person who perpetrated or assists in the perpetration of the prohibited conduct.</p> <p>A person who is alleged to have experienced retaliation may pursue a claim under this policy or policy FFDA, as appropriate.</p>
Examples	Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.
Failure to Report and False Claims	An employee who fails to make a required report or an employee or student who intentionally makes a false claim, offers a false statement, or refuses to cooperate with a College District investigation regarding prohibited conduct shall be subject to appropriate disciplinary action.
Appeal	If the executive director, human resources or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the executive director, human resources or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.
Discipline or Corrective Action	
<i>Employees</i>	
Suspension Without Pay or Termination of Contract Employees	
Other Action	If the executive director, human resources or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the executive director, human resources or designee shall inform the employee that the employee may appeal the determination within ten days in accordance with DGBA beginning at Level Three.

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<i>Students</i>	
Suspension	If the executive director, human resources or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A conference shall be scheduled within ten days of the notice of determination in accordance with FMA, beginning at Appeal to College District Administration.
Expulsion	If the executive director, human resources or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President to schedule an expulsion hearing before the Board in accordance with FMA.
Other Action	If the executive director, human resources or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the executive director, human resources or designee shall inform the student that the student may appeal the determination within ten days in accordance with FMA, beginning at Appeal to College District Administration.
Other Appeals	All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]
Complaints Filed with State or Federal Agencies	A party shall be informed of any right to file a complaint with appropriate state or federal agencies.
Records Retention	Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]
Access to Policy, Procedures, and Related Materials	Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to applicants for admission and employment and annually to College District employees, students, and parents or guardians of dual credit students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials and any materials used to train a person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator shall also be prominently published on the College District's website on a dedicated page accessible through a clear link on the homepage, taking into account applicable

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legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to an employee who makes a report.

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

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

Note: This policy addresses complaints of discrimination, harassment, and retaliation targeting employees based on protected characteristics other than sex or gender. For discrimination, harassment, and retaliation of employees based on sex or gender, see DIAA. For legally referenced material relating to subject matter addressed in this policy, see DAA(LEGAL) and DIAB(LEGAL). For discrimination, harassment, and retaliation of students based on protected characteristics other than sex or gender, see FFDB. For discrimination, harassment, and retaliation of students based on sex or gender, see FFDA.

**Statement of
Nondiscrimination**

The College District prohibits discrimination, including harassment, against any individual(s) on the basis of race, color, religion, national origin, age, veteran status, disability, sex, sexual orientation, gender, to include gender identity and gender expression, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, national origin, age, veteran status, disability, sex, sexual orientation, gender, to include gender identity and gender expression, or any other basis prohibited by law, that adversely affects the employee's employment.

Harassment

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's race, color, religion, national origin, age, veteran status, disability, sex, sexual orientation, gender, to include gender identity and gender expression, or any other basis prohibited by law, when the conduct is so severe, ~~persistent, or pervasive~~pervasive, and objectively offensive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee's performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for workplace

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accommodation; threatening or intimidating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other stereotypes; or other types of aggressive conduct such as theft or damage to property.

Retaliation

The College District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College District investigation regarding harassment or discrimination is subject to appropriate discipline.

Examples

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

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Reporting Procedures

An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her immediate supervisor.

Alternatively, the employee may report the alleged acts to one of the College District officials below.

For the purposes of this policy, College District officials are the ADA/Section 504 coordinators and the College President.

Timely Reporting

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the College District’s ability to investigate and address the prohibited conduct.

Notice of Report

Any College District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate College District official listed above and take any other steps required by this policy.

Investigation of the Report

The College District may request, but shall not insist upon, a written report. If a report is made orally, the College District official shall reduce the report to written form.

Upon receipt or notice of a report, the College District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

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

If appropriate, the College District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

The investigation may be conducted by the College District official or a designee or by a third party designated by the College District, such as an attorney. When appropriate, the supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten College District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the College District official overseeing the investigation.

College District Action

If the results of an investigation indicate that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

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

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Confidentiality

To the greatest extent possible, the College District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A party who is dissatisfied with the outcome of the investigation may appeal through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]

The party may have a right to file a complaint with appropriate state or federal agencies.

Records Retention

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1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
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3. Otherwise adversely affects the employee's performance, environment, or employment opportunities.

Examples

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other types of aggressive conduct such as theft or damage to property.

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Appeal

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

**Statement of
Nondiscrimination**

The College District prohibits discrimination, including harassment, against any individual on the basis of race, color, religion, national origin, age, veteran status, disability, sex, sexual orientation, gender, including gender identity and gender expression, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy.

Definitions

Sex or Gender
Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of sex that adversely affects the student.

Consent

Consent is a clear, informed, knowing, and voluntary agreement to engage in specific sexual or intimate activity. Consent must be established through mutually understandable words or actions that indicate a willingness to participate in the agreed upon activity. Consent must meet all the following criteria:

1. Informed, Knowing, & Voluntary

Consent must be given freely, without coercion, force, threats, intimidation, deception, pressure, or manipulation. An individual must possess the capacity to make an informed decision and understand the nature of the act.

2. Active, Not Passive

Consent requires active communication and engagement. Silence, lack of protest, or absence of resistance does not constitute consent. No means no, but nothing also means no.

3. Mutually Understandable

Consent must reflect mutual agreement regarding the conditions, scope, and nature of the activity. Each party must reasonably understand what is being consented to.

4. Time Specific & Contemporaneous

Consent must be given immediately prior to or at the time of the sexual or intimate activity.

- Prior consent does not imply current or future consent.
- A current or past dating or sexual relationship does not establish consent for future activity.

5. Revocability

Consent may be withdrawn at any point during the interactions. Once consent is withdrawn, whether verbally or through clear non-verbal communication, the activity must stop immediately.

6. Limited in Scope

Consent to one form of sexual activity does not imply consent to any other form. Each sexual act requires distinct and affirmative consent.

7. Incapacity

A person cannot consent if they are:

- Asleep, unconscious, unaware that the act is occurring or otherwise physically or mentally unable to communicate;
- Incapacitated due to alcohol or other drugs, whether such use was voluntary or involuntary;
- Experiencing a condition (including trauma, cognitive disability, or a dissociative state) that renders them incapable of understanding the nature of the act.

Consent is not valid when the responding party knew or reasonably should have known that the other party was incapacitated.

Sexual Harassment

Sex discrimination includes all forms of sexual and gender-based misconduct. Sex discrimination violates an individual's fundamental rights and personal dignity. The College District is committed to the principle that the working environment of its employees and the educational environment for students should be free from inappropriate conduct of a sexual or gender-based nature by employees, students, or third parties. Sexual and gender-based misconduct is unprofessional and shall not be tolerated and is expressly prohibited. Individuals who engage in such conduct shall

be subject to disciplinary action up to and including separation from the College District.

By an Employee

Sexual harassment of a student by a College District employee includes unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A College District employee causes the student to believe that the student must submit to the conduct to participate in a college program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct (i.e., quid pro quo sexual harassment); or
2. The conduct is so severe, ~~persistent, or~~ pervasive, ~~and objectively offensive~~ that it ~~limits or denies the student's ability to participate in or benefit from the College District's educational program or activities~~ effectively denies a person equal access to the recipient's education program or activity (i.e., hostile environment).

By Another Student or Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, ~~persistent, or~~ pervasive, ~~and objectively offensive~~ that it ~~limits or denies a student's ability to participate in or benefit from the College District's educational program or activities~~ effectively denies a person equal access to the recipient's education program or activity.

Sexual Violence

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

Dating Violence

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

Domestic Violence

"Domestic violence" means violence committed by:

- A current or former spouse or intimate partner of the victim;
- A person with whom the victim shares a child in common;

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

Stalking

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

For the purposes of this definition:

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

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; rape; sexual assault as defined by law; sexual battery; sexual coercion; and other sexually motivated conduct, communications, or contact.

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

Gender-Based Harassment	<p>Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive, <u>and objectively offensive</u> that the conduct limits or effectively denies <u>a student's ability to participate in or benefit from the College District's educational program. a person equal access to the recipient's education program or activity.</u></p> <p>Acts of gender-based harassment may also be considered sex discrimination or sexual harassment.</p>
<i>Examples</i>	<p>Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.</p>
Prohibited Conduct	<p>In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, domestic violence, stalking, and retaliation as described by this policy, even if the behavior does not rise to the level of unlawful conduct.</p>
Complainant	<p>In this policy, the term "complainant" refers to an applicant for admission or a student who is alleged to have experienced prohibited conduct. The term also includes a former student who is alleged to have experienced prohibited conduct while participating, or attempting to participate, in the College District's educational program or activity.</p>
Respondent	<p>In this policy, the term "respondent" refers to a person who is alleged to have committed prohibited conduct.</p>
Confidential Employee	<p>A "confidential employee" is a person who holds a professional license requiring confidentiality, such as a counselor or medical provider, who is supervised by such a person, or a person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source.</p>
Reporting Procedures	<p>A victim of prohibited conduct has the right to report the incident to the College District and to receive a prompt and equitable resolution of the report.</p>
Student Report	

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
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Any student who believes that the student has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to the Title IX coordinator, the College President, or another employee, or submit the report electronically through the College District's website. A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation. A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct.

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

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

Exception

Absent consent or unless required by law, a student designated in administrative regulations as a student advocate to whom another student may speak confidentially concerning prohibited conduct may not disclose any communication made by the other student.

Employee Report

Any College District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct, regardless of when or where the incident occurred, shall immediately notify the Title IX coordinator and shall take any other steps required by this policy. Additionally, the employee may report to the College President or designee.

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

Exceptions

Disclosure at
Event

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

Employee
Subject to
Confidentiality
Rules

Absent the student's consent, or unless required by law, a confidential employee shall only be required to disclose the type of incident reported and may not disclose information that would violate the student's expectation of privacy. If multiple confidential

employees receive information about the same alleged incident, then only one report disclosing the type of incident must be submitted.

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

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

Anonymous Report A report may be made anonymously online. Many who choose this option are third-party reporters or just want to document the incident. Depending on the information provided, the College District's ability to respond may be limited.

Amnesty The College District encourages the reporting of incidents that violate this policy and/or regulation. The use of alcohol or drugs shall not be a deterrent to reporting an incident. When conducting the investigation, the College District's primary focus shall be addressing the alleged misconduct and not on alcohol and drug violations that may be discovered or disclosed. The College District does not condone underage drinking; however, the College District shall extend limited amnesty from punitive sanctioning in the case of drug or alcohol use to the parties, witnesses, and others who report incidents, provided that they are acting in good faith in such capacity. The College District may provide referrals to counseling and may require educational options, rather than disciplinary sanctions, in such cases.

Title IX Coordinator Reports of discrimination based on sex, including sexual harassment and gender-based harassment, may be directed to the Title IX coordinator or the deputy Title IX coordinators. The College District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended and related state and federal laws:

Title IX Coordinator: Teclesha Blanchard

Address: 1200 Amburn Road, Texas City, TX 77591

Telephone: (409) 933-8529

Email: [Title IX Coordinator email](#)¹

Webpage: [Title IX/Sexual Misconduct webpage](#)²

Responsible Employees	All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance with Title IX.
Consolidate Reports	When the allegations underlying two or more reports arise out of the same facts or circumstances, the College District may consolidate the reports.
Advisor	Each party to the complaint may be assisted by an advisor of the party's choice who may participate in the proceedings in a manner consistent with College District procedures.
Conflict of Interest Prohibited	No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall have a conflict of interest or bias.
Training	A person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law and College District procedures.
Days	"Days" shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."
Extension of Timelines	Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an extension and the reason for the extension.
Investigation of the Report	The College District may request, but shall not require, a written report. If a report is made orally, the Title IX coordinator or designee shall reduce the report to written form.
Initial Assessment	Upon receipt or notice of a report, the Title IX coordinator shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the Title IX coordinator shall promptly offer supportive measures to the complainant. The Title IX coordinator shall assess any request not to investigate and immediately authorize or undertake an investigation and notify the parties to the complaint of the allegations and the formal and informal options for resolution of the complaint. If the complaint does not rise to the level of a policy violation, the appropriate parties shall be notified.

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

Request Not to Investigate

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

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

Formal Complaint

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

Notice to Parties

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

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

Informal Resolution

The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution of the complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within 10 days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process. This process is not available in situations where an employee is alleged to have sexually harassed a student.

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
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Formal Resolution	If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation.
Supportive Measures	If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to address prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive measures include academic accommodations, such as extensions of deadlines or other course-related adjustments and modifications of class schedules; housing and dining modifications; temporary removal from an education program or activity in accordance with law; counseling; health services; campus escort services; mutual restrictions on contact between the parties; and increased security and monitoring of certain areas of the campus.
College District Investigation	<p>The investigation may be conducted by the Title IX coordinator or designee or by a third party designated by the College District, such as an attorney.</p> <p>The investigation may consist of personal interviews with the complainant, the respondent, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p> <p>The parties shall be provided an equal opportunity to present witnesses and evidence and to inspect and review any directly related evidence obtained by the College District so that the parties may meaningfully respond during the investigation process. The parties expected to participate in an investigative interview or other meeting shall be provided written notice in enough time to prepare to participate.</p> <p>At least 10 days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.</p>
Criminal or Regulatory Investigation	If a law enforcement agency notifies the College District that a criminal investigation has been initiated, the College District may confer with the agency, as appropriate. The existence of a criminal investigation does not eliminate the College District's responsibility to conduct a prompt, thorough, and impartial investigation and shall not cause a material delay in the College District's duty to promptly investigate a complaint. Any delay under this provision shall

constitute good cause for an extension of timelines established by this policy and associated procedures.

Concluding the Investigation

Absent extenuating circumstances, a request by a law enforcement agency to delay its investigation may be granted to the extent it does not adversely impact the College District's duty to promptly and fairly conduct its own investigation and/or institute necessary interim measures to mitigate or prevent further harm.

The investigation shall be completed within a reasonable time, not to exceed 30 days from the date of the report.

The investigator shall prepare a written report of the investigation. The investigation report shall be filed with the Title IX coordinator within five days following the completion of the investigation.

Notification of the Report

The Title IX coordinator shall provide the investigation report, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the parties promptly following receipt. Either party may appeal the outcome as described below.

College District Action

The Title IX coordinator shall submit the investigation report and any response from the parties to the dean of students promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.

The dean of students or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed 10 days, following the receipt of the investigation report. The hearing shall be conducted in accordance with law and College District procedures.

After the hearing, the dean of students or designee shall determine, based on the results of the investigation, whether each individual allegation of misconduct occurred using a preponderance of the evidence standard and determine the appropriate disciplinary or corrective action. In making the determination, the dean of students or designee shall evaluate all relevant evidence objectively and shall not make credibility assessments based on a person's status as the complainant, the respondent, or a witness. The dean of students or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.

Disciplinary or Corrective Action

If the dean of students or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action including, but

not limited to, reprimand, probation, suspension, and expulsion, reasonably calculated to address the conduct.

Examples of disciplinary or corrective action may include:

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

Exception

The College District shall minimize attempts to require a complainant to resolve the problem directly with the person who engaged in the harassment; however, if both parties consent, and if the complaint does not allege sexual assault, informal resolution may be pursued. In no event may a student be required to resolve a complaint of sexual harassment by an employee directly with the employee.

Improper Conduct

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

Dismissal of Complaint

Mandatory Dismissal

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

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Permissive Dismissal	<p>Any complaint may be dismissed at any time on request of a complainant. The Title IX coordinator must first assess the request in accordance with this policy at Request Not to Investigate, above.</p> <p>A complaint may also be dismissed if specific circumstances prevent the College District from gathering evidence sufficient to reach a determination as to the complaint or allegations.</p>
Notice of Dismissal	<p>Upon dismissal of a complaint, the Title IX coordinator or the dean of students or designee shall provide the parties written notice of the dismissal.</p>
Confidentiality	<p>To the greatest extent possible, consistent with law, the College District shall respect the privacy of the parties, a person who makes a report, and witnesses. Limited disclosures may be necessary to carry out the purposes of this policy and associated regulations and to comply with applicable law.</p>
Retaliation	<p>The College District prohibits retaliation against any person for the purpose of interfering with a right or privilege under this policy; the complainant; or a person who, in good faith, makes a report or complaint, serves as a witness, or otherwise participates or refuses to participate in an investigation, proceeding, or hearing under this policy. This prohibition does not apply to discipline of a person who perpetrated or assists in the perpetration of the prohibited conduct.</p> <p>A person who is alleged to have experienced retaliation may pursue a claim under this policy or policy DIAA, as appropriate.</p>
Examples	<p>Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.</p>
Failure to Report and False Claims	<p>An employee who fails to make a required report or a student or employee who intentionally makes a false claim, offers a false statement, or refuses to cooperate with a College District investigation regarding prohibited conduct shall be subject to appropriate disciplinary action.</p>
Appeal	<p>If the dean of students or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A conference with the College President shall be scheduled within 10 days of the notice of determination.</p>
Discipline or Corrective Action	
<i>Students</i>	
Suspension	
Expulsion	<p>If the dean of students or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence collected during</p>

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	the investigation and hearing to the College President to schedule an expulsion hearing before the Board.
Other Action	If the dean of students or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the dean of students or designee shall inform the student that the student may appeal the determination to the College President within 10 days.
<i>Employee</i>	
Suspension Without Pay or Termination of Contract Employees	If the dean of students or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the dean of students or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.
Other Action	If the dean of students or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the dean of students or designee shall inform the employee that the employee may appeal the determination within 10 days in accordance with DGBA.
Other Appeals	All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]
Complaints Filed with OCR	A party shall be informed of the party's right to file a complaint with the U.S. Department of Education Office for Civil Rights (OCR).
Records Retention	Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]
Access to Policy, Procedures, and Related Materials	Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to applicants for admission and employment, College District employees, students, and parents or guardians of dual credit students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials and any materials used to train a person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator shall also be prominently published on the College District's website on a dedicated page accessible through a clear link on the homepage, taking into account applicable legal requirements. Copies of the policy and procedures

shall be readily available at the College District's administrative offices and shall be distributed to a student who makes a report.

¹ Title IX Coordinator email: [mailto: TitleIX@com.edu](mailto:TitleIX@com.edu)

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

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

**Statement of
Nondiscrimination**

The College District prohibits discrimination, including harassment, against any individual on the basis of race, color, religion, national origin, age, veteran status, disability, sex, sexual orientation, gender, including gender identity and gender expression, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy.

Definitions

Sex or Gender
Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of sex that adversely affects the student.

Consent

Consent is a clear, informed, knowing, and voluntary agreement to engage in specific sexual or intimate activity. Consent must be established through mutually understandable words or actions that indicate a willingness to participate in the agreed upon activity. Consent must meet all the following criteria:

1. Informed, Knowing, & Voluntary

Consent must be given freely, without coercion, force, threats, intimidation, deception, pressure, or manipulation. An individual must possess the capacity to make an informed decision and understand the nature of the act.

2. Active, Not Passive

Consent requires active communication and engagement. Silence, lack of protest, or absence of resistance does not constitute consent. No means no, but nothing also means no.

3. Mutually Understandable

Consent must reflect mutual agreement regarding the conditions, scope, and nature of the activity. Each party must reasonably understand what is being consented to.

4. Time Specific & Contemporaneous

Consent must be given immediately prior to or at the time of the sexual or intimate activity.

- Prior consent does not imply current or future consent.
- A current or past dating or sexual relationship does not establish consent for future activity.

5. Revocability

Consent may be withdrawn at any point during the interactions. Once consent is withdrawn, whether verbally or through clear non-verbal communication, the activity must stop immediately.

6. Limited in Scope

Consent to one form of sexual activity does not imply consent to any other form. Each sexual act requires distinct and affirmative consent.

7. Incapacity

A person cannot consent if they are:

- Asleep, unconscious, unaware that the act is occurring or otherwise physically or mentally unable to communicate;
- Incapacitated due to alcohol or other drugs, whether such use was voluntary or involuntary;
- Experiencing a condition (including trauma, cognitive disability, or a dissociative state) that renders them incapable of understanding the nature of the act.

Consent is not valid when the responding party knew or reasonably should have known that the other party was incapacitated.

Sexual Harassment

Sex discrimination includes all forms of sexual and gender-based misconduct. Sex discrimination violates an individual's fundamental rights and personal dignity. The College District is committed to the principle that the working environment of its employees and the educational environment for students should be free from inappropriate conduct of a sexual or gender-based nature by employees, students, or third parties. Sexual and gender-based misconduct is unprofessional and shall not be tolerated and is expressly prohibited. Individuals who engage in such conduct shall be subject to disciplinary action up to and including separation from the College District.

By an Employee

Sexual harassment of a student by a College District employee includes unwelcome sexual advances; requests for sexual favors;

sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A College District employee causes the student to believe that the student must submit to the conduct to participate in a college program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct (i.e., quid pro quo sexual harassment); or
2. The conduct is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity (i.e., hostile environment).

*By Another
Student or Others*

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity.

Sexual Violence

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

Dating Violence

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

*Domestic
Violence*

"Domestic violence" means violence committed by:

- A current or former spouse or intimate partner of the victim;
- A person with whom the victim shares a child in common;
- A person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;
- Any other member of the victim's family as defined by state law;
- Any other current or former member of the victim's household as defined by state law;
- A person in a dating relationship with the victim as defined by state law; or

- Any other person who acts against the victim in violation of the family violence laws of this state or the jurisdiction where the conduct occurs.

Stalking

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

For the purposes of this definition:

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

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; rape; sexual assault as defined by law; sexual battery; sexual coercion; and other sexually motivated conduct, communications, or contact.

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

Gender-Based
Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, pervasive, and objectively offensive that the conduct effectively denies a person equal access to the recipient's education program or activity.

Acts of gender-based harassment may also be considered sex discrimination or sexual harassment.

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<i>Examples</i>	Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.
Prohibited Conduct	In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, domestic violence, stalking, and retaliation as described by this policy, even if the behavior does not rise to the level of unlawful conduct.
Complainant	In this policy, the term "complainant" refers to an applicant for admission or a student who is alleged to have experienced prohibited conduct. The term also includes a former student who is alleged to have experienced prohibited conduct while participating, or attempting to participate, in the College District's educational program or activity.
Respondent	In this policy, the term "respondent" refers to a person who is alleged to have committed prohibited conduct.
Confidential Employee	A "confidential employee" is a person who holds a professional license requiring confidentiality, such as a counselor or medical provider, who is supervised by such a person, or a person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source.
Reporting Procedures	A victim of prohibited conduct has the right to report the incident to the College District and to receive a prompt and equitable resolution of the report.
Student Report	<p>Any student who believes that the student has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to the Title IX coordinator, the College President, or another employee, or submit the report electronically through the College District's website. A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation. A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct.</p> <p>A victim of a crime has the right to choose whether to report the crime to law enforcement, to be assisted by the College District in reporting the crime to law enforcement, or to decline to report the crime to law enforcement.</p>

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

Exception

Absent consent or unless required by law, a student designated in administrative regulations as a student advocate to whom another student may speak confidentially concerning prohibited conduct may not disclose any communication made by the other student.

Employee Report

Any College District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct, regardless of when or where the incident occurred, shall immediately notify the Title IX coordinator and shall take any other steps required by this policy. Additionally, the employee may report to the College President or designee.

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

Exceptions

Disclosure at
Event

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

Employee
Subject to
Confidentiality
Rules

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

Peace Officer

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

Prior Report

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

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Anonymous Report	A report may be made anonymously online. Many who choose this option are third-party reporters or just want to document the incident. Depending on the information provided, the College District's ability to respond may be limited.
Amnesty	The College District encourages the reporting of incidents that violate this policy and/or regulation. The use of alcohol or drugs shall not be a deterrent to reporting an incident. When conducting the investigation, the College District's primary focus shall be addressing the alleged misconduct and not on alcohol and drug violations that may be discovered or disclosed. The College District does not condone underage drinking; however, the College District shall extend limited amnesty from punitive sanctioning in the case of drug or alcohol use to the parties, witnesses, and others who report incidents, provided that they are acting in good faith in such capacity. The College District may provide referrals to counseling and may require educational options, rather than disciplinary sanctions, in such cases.
Title IX Coordinator	Reports of discrimination based on sex, including sexual harassment and gender-based harassment, may be directed to the Title IX coordinator or the deputy Title IX coordinators. The College District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended and related state and federal laws: Title IX Coordinator: Teclesha Blanchard Address: 1200 Amburn Road, Texas City, TX 77591 Telephone: (409) 933-8529 Email: Title IX Coordinator email ¹ Webpage: Title IX/Sexual Misconduct webpage ²
Responsible Employees	All employees, with the exception of confidential employees, are designated as responsible employees for purposes of compliance with Title IX.
Consolidate Reports	When the allegations underlying two or more reports arise out of the same facts or circumstances, the College District may consolidate the reports.
Advisor	Each party to the complaint may be assisted by an advisor of the party's choice who may participate in the proceedings in a manner consistent with College District procedures.

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Conflict of Interest Prohibited	No person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall have a conflict of interest or bias.
Training	A person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator of an informal resolution process shall receive training as required by law and College District procedures.
Days	“Days” shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”
Extension of Timelines	Timelines established by this policy and associated procedures may be subject to a limited extension if good cause, as defined in this policy and College District regulations, exists. The College District shall promptly provide written notice to the parties of an extension and the reason for the extension.
Investigation of the Report	The College District may request, but shall not require, a written report. If a report is made orally, the Title IX coordinator or designee shall reduce the report to written form.
Initial Assessment	<p>Upon receipt or notice of a report, the Title IX coordinator shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the Title IX coordinator shall promptly offer supportive measures to the complainant. The Title IX coordinator shall assess any request not to investigate and immediately authorize or undertake an investigation and notify the parties to the complaint of the allegations and the formal and informal options for resolution of the complaint. If the complaint does not rise to the level of a policy violation, the appropriate parties shall be notified.</p> <p>If the Title IX coordinator determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District policies, the Title IX coordinator shall refer the complaint for consideration under the appropriate policy.</p>
<i>Request Not to Investigate</i>	<p>The complainant may request that the College District not investigate the allegations. If the complainant requests that the allegations not be investigated, in deciding whether to initiate the investigation, the College District must consider the factors described by law and any other factors the College District considers relevant.</p> <p>The College District shall promptly notify the complainant of the decision regarding whether it will conduct the investigation. If the College District decides not to investigate the allegations, the</p>

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	<p>College District shall take reasonable steps to protect the health and safety of the College District community.</p>
Formal Complaint	<p>To be considered a formal complaint under Title IX, the complainant or the Title IX coordinator must sign the written report.</p>
Notice to Parties	<p>The notice to the parties must describe the allegations and the formal and informal options for resolution of the complaint. The notice must state that the respondent is presumed not responsible until a determination regarding responsibility is made. The notice must also include information regarding the option to select an advisor, the opportunity to inspect and review evidence, and the prohibition on knowingly making false statements or submitting false information during the investigation and any ensuing proceedings.</p> <p>If the allegations are subsequently amended, the College District shall provide an updated notice reflecting the new allegations.</p>
Informal Resolution	<p>The College District may offer to the parties a process for the informal resolution of a formal complaint as defined by law. If the parties voluntarily agree in writing to participate in informal resolution of the complaint, the Title IX coordinator shall determine within three days if informal resolution is appropriate for the complaint. If the Title IX coordinator determines that informal resolution is appropriate, then the Title IX coordinator or designee may facilitate that resolution within 10 days. If the Title IX coordinator does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process. This process is not available in situations where an employee is alleged to have sexually harassed a student.</p>
Formal Resolution	<p>If the complaint is not subject to the informal resolution process, the Title IX coordinator shall authorize or undertake an investigation.</p>
Supportive Measures	<p>If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the Title IX coordinator shall promptly provide supportive measures intended to address prohibited conduct, protect the safety of the parties and others, and protect the parties from retaliation prior to the completion of the investigation. Examples of possible supportive measures include academic accommodations, such as extensions of deadlines or other course-related adjustments and modifications of class schedules; housing and dining modifications; temporary removal from an education program or activity in accordance with law; counseling; health services; campus escort services; mutual restrictions on contact between the parties; and increased security and monitoring of certain areas of the campus.</p>

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College District
Investigation

The investigation may be conducted by the Title IX coordinator or designee or by a third party designated by the College District, such as an attorney.

The investigation may consist of personal interviews with the complainant, the respondent, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

The parties shall be provided an equal opportunity to present witnesses and evidence and to inspect and review any directly related evidence obtained by the College District so that the parties may meaningfully respond during the investigation process. The parties expected to participate in an investigative interview or other meeting shall be provided written notice in enough time to prepare to participate.

At least 10 days prior to the completion of the investigation report, the College District must send each party and the party's advisor evidence subject to inspection and review. The parties may submit a written response for consideration by the investigator.

Criminal or
Regulatory
Investigation

If a law enforcement agency notifies the College District that a criminal investigation has been initiated, the College District may confer with the agency, as appropriate. The existence of a criminal investigation does not eliminate the College District's responsibility to conduct a prompt, thorough, and impartial investigation and shall not cause a material delay in the College District's duty to promptly investigate a complaint. Any delay under this provision shall constitute good cause for an extension of timelines established by this policy and associated procedures.

**Concluding the
Investigation**

Absent extenuating circumstances, a request by a law enforcement agency to delay its investigation may be granted to the extent it does not adversely impact the College District's duty to promptly and fairly conduct its own investigation and/or institute necessary interim measures to mitigate or prevent further harm.

The investigation shall be completed within a reasonable time, not to exceed 30 days from the date of the report.

The investigator shall prepare a written report of the investigation. The investigation report shall be filed with the Title IX coordinator within five days following the completion of the investigation.

Notification of the
Report

The Title IX coordinator shall provide the investigation report, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the parties promptly following receipt. Either party may appeal the outcome as described below.

**College District
Action**

The Title IX coordinator shall submit the investigation report and any response from the parties to the dean of students promptly after receipt of the parties' response but no later than the expiration of the parties' deadline to respond.

The dean of students or designee shall summon the parties for a hearing to be held within a reasonable time, not to exceed 10 days, following the receipt of the investigation report. The hearing shall be conducted in accordance with law and College District procedures.

After the hearing, the dean of students or designee shall determine, based on the results of the investigation, whether each individual allegation of misconduct occurred using a preponderance of the evidence standard and determine the appropriate disciplinary or corrective action. In making the determination, the dean of students or designee shall evaluate all relevant evidence objectively and shall not make credibility assessments based on a person's status as the complainant, the respondent, or a witness. The dean of students or designee shall create a written determination regarding responsibility in accordance with law and College District procedures within five days following the hearing and submit the determination to the parties simultaneously.

**Disciplinary or
Corrective Action**

If the dean of students or designee determines that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action including, but not limited to, reprimand, probation, suspension, and expulsion, reasonably calculated to address the conduct.

Examples of disciplinary or corrective action may include:

- Implementing the disciplinary measures described in FM for students or DH and DM series for employees;
- Providing a training program for those involved in the complaint;
- Providing a comprehensive education program for the College District community;
- Providing counseling for the victim and the party who engaged in prohibited conduct;
- Permitting the students involved to drop a course in which they both are enrolled without penalty;
- Conducting follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred;
- Involving students in efforts to identify problems and improve the College District climate;

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- Increasing staff monitoring of areas where prohibited conduct has occurred;
- Reaffirming the College District's policy against discrimination and harassment; and
- Taking other actions described in College District regulations.

Exception

The College District shall minimize attempts to require a complainant to resolve the problem directly with the person who engaged in the harassment; however, if both parties consent, and if the complaint does not allege sexual assault, informal resolution may be pursued. In no event may a student be required to resolve a complaint of sexual harassment by an employee directly with the employee.

Improper Conduct

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

Dismissal of Complaint

Mandatory Dismissal

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

Permissive Dismissal

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

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

Notice of Dismissal

Upon dismissal of a complaint, the Title IX coordinator or the dean of students or designee shall provide the parties written notice of the dismissal.

Confidentiality

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

Retaliation

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

	<p>A person who is alleged to have experienced retaliation may pursue a claim under this policy or policy DIAA, as appropriate.</p>
<p>Examples</p>	<p>Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.</p>
<p>Failure to Report and False Claims</p>	<p>An employee who fails to make a required report or a student or employee who intentionally makes a false claim, offers a false statement, or refuses to cooperate with a College District investigation regarding prohibited conduct shall be subject to appropriate disciplinary action.</p>
<p>Appeal</p>	
<p>Discipline or Corrective Action</p>	
<p><i>Students</i></p>	
<p>Suspension</p>	<p>If the dean of students or designee determines that a student committed prohibited conduct that warrants a suspension, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President. A conference with the College President shall be scheduled within 10 days of the notice of determination.</p>
<p>Expulsion</p>	<p>If the dean of students or designee determines that the student committed prohibited conduct that warrants expulsion, the official shall forward the determination and all evidence collected during the investigation and hearing to the College President to schedule an expulsion hearing before the Board.</p>
<p>Other Action</p>	<p>If the dean of students or designee determines that the student committed prohibited conduct that warrants other discipline or corrective action, the dean of students or designee shall inform the student that the student may appeal the determination to the College President within 10 days.</p>
<p><i>Employee</i></p>	
<p>Suspension Without Pay or Termination of Contract Employees</p>	<p>If the dean of students or designee determines that a contract employee committed prohibited conduct that warrants suspension without pay or termination mid-contract, the dean of students or designee shall inform the employee in writing of the determination, and a Board hearing shall be scheduled in accordance with DMAA.</p>
<p>Other Action</p>	<p>If the dean of students or designee determines that the employee committed prohibited conduct that warrants other discipline or corrective action, the dean of students or designee shall inform the employee that the employee may appeal the determination within 10 days in accordance with DGBA.</p>
<p>Other Appeals</p>	<p>All other appeals related to this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]</p>

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

FFDA
(LOCAL)

Complaints Filed with OCR	A party shall be informed of the party's right to file a complaint with the U.S. Department of Education Office for Civil Rights (OCR).
Records Retention	Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]
Access to Policy, Procedures, and Related Materials	Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to applicants for admission and employment, College District employees, students, and parents or guardians of dual credit students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials and any materials used to train a person designated as the Title IX coordinator, a deputy Title IX coordinator, an investigator, a decision-maker, or a facilitator shall also be prominently published on the College District's website on a dedicated page accessible through a clear link on the homepage, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to a student who makes a report.

¹ Title IX Coordinator email: [mailto: TitleIX@com.edu](mailto:TitleIX@com.edu)

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

Note: This policy addresses complaints of discrimination, harassment, and retaliation based on race, color, religion, national origin, age, veteran status, or disability targeting students. For legally referenced material relating to this subject matter, see FA(LEGAL). For discrimination, harassment, and retaliation targeting employees based on race, color, national origin, religion, age, or disability, see DIAB.

**Statement of
Nondiscrimination**

The College District prohibits discrimination, including harassment, against any individual on the basis of race, color, religion, national origin, age, veteran status, disability, sex, sexual orientation, gender (including gender identity and gender expression), or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy.

Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, national origin, age, veteran status, disability, or on any other basis prohibited by law, that adversely affects the student.

**Prohibited
Harassment**

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, national origin, age, veteran status, disability, or any other basis prohibited by law that is so severe, ~~persistent, or pervasive that the conduct limits or denies a student's ability to participate in or benefit from the College District's educational program.~~ pervasive, and objectively offensive that it effectively denies a person equal access to the Recipient's education program or activity.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Retaliation

The College District prohibits retaliation by a student or College District employee against a student alleged to have experienced discrimination or harassment or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or otherwise participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified

punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

Prohibited Conduct In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Reporting Procedures
Student Report Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a responsible employee.

Employee Report Any College District employee who suspects and any responsible employee who receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate College District official listed in this policy and shall take any other steps required by this policy.

Exceptions A person who holds a professional license requiring confidentiality, such as a counselor, or who is supervised by such a person shall not be required to disclose a report of prohibited conduct without the student’s consent.

A person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source shall not be required to disclose information regarding an incident of prohibited conduct that constitutes personally identifiable information about a student or other information that would indicate the student’s identity without the student’s consent.

Responsible Employee For purposes of this policy, a “responsible employee” is an employee:

1. Who has the authority to remedy prohibited conduct.
2. Who has been given the duty of reporting incidents of prohibited conduct.
3. Whom a student reasonably believes has the authority to remedy prohibited conduct or has been given the duty of reporting incidents of prohibited conduct.

The College District designates the following persons as responsible employees: any instructor, any administrator, or any College District official defined below.

Alternative Reporting Reports of prohibited conduct under this policy against the College District official designated below may be directed to the College President.

Timely Reporting

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the College District's ability to investigate and address the prohibited conduct.

Definition of College District Official

For the purposes of this policy, the College District official is the ~~director of diversity and equity~~ Director of Equal Opportunity & Title IX.

Reports of discrimination under this policy shall be directed to the ~~director of diversity and equity~~ Director of Equal Opportunity & Title IX.

~~Position: District Director of Diversity and Equity~~ Teclesha Blanchard
~~Official:~~

Address: 1200 Amburn Road, Texas City, TX 77591

Telephone: ~~(409) 933-8413~~ 409-933-8529

Email: ~~diversityandequity@com.edu~~ Tblanchard@com.edu

Investigation of the Report

The College District may request, but shall not require, a written report. If a report is made orally, the College District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the College District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official shall immediately authorize or undertake an investigation and notify the parties to the complaint of the allegations and the formal and informal options for resolution of the complaint. If the complaint does not rise to the level of a policy violation, the appropriate parties shall be notified.

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

Informal Resolution

If the parties voluntarily agree to participate in informal resolution of the complaint, the College District official shall determine if informal resolution is appropriate for the complaint. If the official determines that informal resolution is appropriate, then the official may facilitate that resolution. If the official does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process.

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
OTHER PROTECTED CHARACTERISTICS

FFDB
(LOCAL)

Formal Resolution	If any of the parties decline to participate in informal resolution of the complaint or the College District official finds informal resolution of the complaint to be inappropriate, the College District official shall authorize or undertake an investigation.
Interim Action	If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the College District shall promptly take interim action calculated to address prohibited conduct prior to the completion of the College District's investigation.
College District Investigation	<p>The investigation may be conducted by the College District official or a designee or by a third party designated by the College District, such as an attorney. The investigator shall have received appropriate training regarding the issues related to the complaint and the relevant College District's policy and procedures.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Concluding the Investigation	The investigator shall prepare a written report of the investigation. The report shall be filed with the College District official overseeing the investigation.
Notification of the Outcome	The College District shall provide written notice of the outcome, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the parties. Either party may appeal the outcome as described below.
College District Action	The College District shall determine, based on the results of the investigation, whether each individual allegation of misconduct occurred, using a preponderance of the evidence standard. If the results of an investigation indicate that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action including, but not limited to, reprimand, probation, suspension, or expulsion, reasonably calculated to address the conduct, in accordance with College District policy. [See FM and FMA]
Prohibited Conduct	
<i>Corrective Action</i>	Examples of corrective action may include: <ul style="list-style-type: none">• Providing a training program for those involved in the complaint;• Providing a comprehensive education program for the College District community;

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
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- Providing counseling for the complainant and the student who engaged in prohibited conduct;
- Permitting the students involved to drop a course in which they both are enrolled without penalty;
- Conducting follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred;
- Involving students in efforts to identify problems and improve the College District climate;
- Increasing staff monitoring of areas where prohibited conduct has occurred; and
- Reaffirming the College District's policy against discrimination and harassment.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct, the College District may take disciplinary action in accordance with College District policy and procedures or other corrective action reasonably calculated to address the conduct.

Confidentiality

To the greatest extent possible, the College District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A party who is dissatisfied with the outcome of the investigation may appeal in writing through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members] A party shall be informed of his or her right to file a complaint with the U.S. Department of Education Office for Civil Rights.

Records Retention

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

Access to Policy, Procedures, and Related Materials

Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to College District employees and students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials shall also be prominently published on the

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
OTHER PROTECTED CHARACTERISTICS

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(LOCAL)

College District's website, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to a student who makes a report.

Note: This policy addresses complaints of discrimination, harassment, and retaliation based on race, color, religion, national origin, age, veteran status, or disability targeting students. For legally referenced material relating to this subject matter, see FA(LEGAL). For discrimination, harassment, and retaliation targeting employees based on race, color, national origin, religion, age, or disability, see DIAB.

**Statement of
Nondiscrimination**

The College District prohibits discrimination, including harassment, against any individual on the basis of race, color, religion, national origin, age, veteran status, disability, sex, sexual orientation, gender (including gender identity and gender expression), or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy.

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Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, national origin, age, veteran status, disability, or on any other basis prohibited by law, that adversely affects the student.

**Prohibited
Harassment**

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, national origin, age, veteran status, disability, or any other basis prohibited by law that is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Recipient's education program or activity.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

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The College District prohibits retaliation by a student or College District employee against a student alleged to have experienced discrimination or harassment or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or otherwise participates in an investigation.

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FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
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(LOCAL)

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Student Report Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a responsible employee.

Employee Report Any College District employee who suspects and any responsible employee who receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate College District official listed in this policy and shall take any other steps required by this policy.

Exceptions A person who holds a professional license requiring confidentiality, such as a counselor, or who is supervised by such a person shall not be required to disclose a report of prohibited conduct without the student’s consent.

A person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source shall not be required to disclose information regarding an incident of prohibited conduct that constitutes personally identifiable information about a student or other information that would indicate the student’s identity without the student’s consent.

Responsible Employee For purposes of this policy, a “responsible employee” is an employee:

1. Who has the authority to remedy prohibited conduct.
2. Who has been given the duty of reporting incidents of prohibited conduct.
3. Whom a student reasonably believes has the authority to remedy prohibited conduct or has been given the duty of reporting incidents of prohibited conduct.

The College District designates the following persons as responsible employees: any instructor, any administrator, or any College District official defined below.

Alternative Reporting Reports of prohibited conduct under this policy against the College District official designated below may be directed to the College President.

Timely Reporting Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the College District’s ability to investigate and address the prohibited conduct.

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
OTHER PROTECTED CHARACTERISTICS

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(LOCAL)

Definition of College District Official	<p>For the purposes of this policy, the College District official is the Director of Equal Opportunity & Title IX.</p> <p>Reports of discrimination under this policy shall be directed to the Director of Equal Opportunity & Title IX.</p> <p>District Official: Teclesha Blanchard</p> <p>Address: 1200 Amburn Road, Texas City, TX 77591</p> <p>Telephone: 409-933-8529</p> <p>Email: Tblanchard@com.edu</p>
Investigation of the Report	<p>The College District may request, but shall not require, a written report. If a report is made orally, the College District official shall reduce the report to written form.</p>
Initial Assessment	<p>Upon receipt or notice of a report, the College District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official shall immediately authorize or undertake an investigation and notify the parties to the complaint of the allegations and the formal and informal options for resolution of the complaint. If the complaint does not rise to the level of a policy violation, the appropriate parties shall be notified.</p> <p>If the College District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District policies, the College District official shall refer the complaint for consideration under the appropriate policy.</p>
Informal Resolution	<p>If the parties voluntarily agree to participate in informal resolution of the complaint, the College District official shall determine if informal resolution is appropriate for the complaint. If the official determines that informal resolution is appropriate, then the official may facilitate that resolution. If the official does not determine informal resolution to be appropriate, then the complaint will be subject to the formal resolution process.</p>
Formal Resolution	<p>If any of the parties decline to participate in informal resolution of the complaint or the College District official finds informal resolution of the complaint to be inappropriate, the College District official shall authorize or undertake an investigation.</p>
Interim Action	<p>If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the College District shall promptly take interim action calculated to address</p>

	prohibited conduct prior to the completion of the College District's investigation.
College District Investigation	<p>The investigation may be conducted by the College District official or a designee or by a third party designated by the College District, such as an attorney. The investigator shall have received appropriate training regarding the issues related to the complaint and the relevant College District's policy and procedures.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Concluding the Investigation	<p>The investigator shall prepare a written report of the investigation. The report shall be filed with the College District official overseeing the investigation.</p>
Notification of the Outcome	<p>The College District shall provide written notice of the outcome, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the parties. Either party may appeal the outcome as described below.</p>
College District Action	<p>The College District shall determine, based on the results of the investigation, whether each individual allegation of misconduct occurred, using a preponderance of the evidence standard. If the results of an investigation indicate that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action including, but not limited to, reprimand, probation, suspension, or expulsion, reasonably calculated to address the conduct, in accordance with College District policy. [See FM and FMA]</p>
Prohibited Conduct	
<i>Corrective Action</i>	<p>Examples of corrective action may include:</p> <ul style="list-style-type: none">• Providing a training program for those involved in the complaint;• Providing a comprehensive education program for the College District community;• Providing counseling for the complainant and the student who engaged in prohibited conduct;• Permitting the students involved to drop a course in which they both are enrolled without penalty;• Conducting follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred;

FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
OTHER PROTECTED CHARACTERISTICS

FFDB
(LOCAL)

- Involving students in efforts to identify problems and improve the College District climate;
- Increasing staff monitoring of areas where prohibited conduct has occurred; and
- Reaffirming the College District's policy against discrimination and harassment.

Improper Conduct If the investigation reveals improper conduct that did not rise to the level of prohibited conduct, the College District may take disciplinary action in accordance with College District policy and procedures or other corrective action reasonably calculated to address the conduct.

Confidentiality To the greatest extent possible, the College District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal A party who is dissatisfied with the outcome of the investigation may appeal in writing through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members] A party shall be informed of his or her right to file a complaint with the U.S. Department of Education Office for Civil Rights.

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

Access to Policy, Procedures, and Related Materials Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed to College District employees and students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials shall also be prominently published on the College District's website, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to a student who makes a report.



MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: October 27, 2025

Subject: Annual Review of Investment Policies and Investment Strategy, and Annual Appointment of Investment Officers

AGENDA ITEM DESCRIPTION

Annual review of the College's Investment Policy, Investment Strategy, and appointment of Investment Officers presented for recommended approval to the Board of Trustees.

PURPOSE

For the Board of Trustees to conduct the annual review and approval of the College's Investment Policy CAK (Legal) and CAK (Local), Investment Strategy and to approve the Investment Officers.

BACKGROUND

The College's surplus funds are invested in available interest-earning checking accounts of the College's depository bank, and in TexPool and Logic Investment Services for public funds. Changes to the policy this fiscal year due to state regulatory changes are in "Repurchase Agreements", item 3 (pages 9 - 11). Changes to the Investment Strategy due to state regulatory changes are in "Sellers of Investments" (page 3).

FUNDING SOURCE

Not applicable.

PROPOSED MOTION

"I move the Board of Trustees accept the College's Investment Policy (CAK) Legal and CAK (Local) Investment Strategy, and appoint Dr. David Wesse, Vice President for Fiscal Affairs, and Trudy Trochesset, Controller, as the College's Investment Officers, effective September 1, 2025."

ATTACHMENTS

1. Investment Strategy
2. Policy CAK (Legal)
3. Policy CAK (Local)



Investment Strategy

Assessment of Available Cash Balances for Investment

Operating cash balances are anticipated to remain at a level sufficient to provide for timely payment of expenditures while still earning interest income on the remaining balance. Budget projections for fiscal year 2024-2025 and 2025-2026 indicate surplus cash levels to be invested on a short-term basis, which in one year or less, should remain consistent with the cash flow from the prior year.

Strategy for all Funds

- Investments must be such that both principal and interest are available on a given date to provide for timely payment of expenditures.
- Investment maturities will be matched to cash flow requirements.
- Remaining cash balances in the College's bank accounts or "float" balance draw interest under the terms of the depository contract with respect to interest bearing checking accounts.
- If large and/or long-term cash surpluses exist, other acceptable investments will be pursued to maximize the College's interest earnings. However, preservation and safety of principal will be the priority.

Types of Investments

The College's surplus funds are currently invested in available interest-bearing checking accounts of deposit of the College's depository bank, and in TexPool and Logic Investment services for public funds. It is our intent to utilize any of the investment instruments that the Board of Trustees approved in Policy CAK (Local) and are listed below:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.015.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load money market mutual funds and no-load mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public fund investment pools as permitted by Government Code 2256.016.

Approved by the Board of Trustees on 10/27/2025.

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LEGAL)

**Public Funds
Investment Act**

A college district must comply with the Public Funds Investment Act, Government Code Chapter 2256.

**Investment
Compliance**

All investments made by investing entities, including college districts, shall comply with Government Code Chapter 2256, Subchapter A, and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Written Policies

The governing body of an investing entity shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds under its control. The investment policies must be written; primarily emphasize safety of principal and liquidity; and address investment diversification, yield, and maturity and the quality and capability of investment management; and include:

1. A list of the types of authorized investments in which the investing entity's funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the entity;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;
4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a)–(b)

Annual Review

The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Education Code 51.0032; Gov't Code 2256.005(e)*

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LEGAL)

Investment
Strategies

As an integral part of the investment policy, the governing body shall adopt a separate written investment strategy for each of the funds or group of funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the entity;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

Investment Officer

Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of Government Code Chapter 2256. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity, until the expiration of the officer's term or the termination of the person's employment by the investing entity, or if an investment management firm, until the expiration of the contract with the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains the ultimate responsibility as fiduciaries of the assets of the investing entity. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity. *Gov't Code 2256.005(f)*

Government Code Chapter 2256 does not prohibit an investing entity or investment officer from using the entity's employees or the services of a contractor of the entity to aid the investment officer in the execution of the officer's duties under Government Code Chapter 2256. *Gov't Code 2256.003(c)*

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Investment Training

Initial Training for
Board Members
and Investment
Officer

Each member of the governing board of a state agency and its investment officer shall attend at least one training session relating to the person's responsibilities under Government Code Chapter 2256 within six months after taking office or assuming duties. The Coordinating Board shall provide the training under Government Code 2256.007. The training must include education in:

1. Investment controls;
2. Security risks;
3. Strategy risks;
4. Market risks;
5. Diversification of investment portfolio; and
6. Compliance with Chapter 2256.

Gov't Code 2256.007(a)–(c)

Biennial Training for
Investment Officer

The investment officer shall attend a training session not less than once each state fiscal biennium and may receive training from any independent source approved by the governing body of the state agency. *Gov't Code 2256.007(d)*

Training for
Investment Officer
and Other College
Officials

The treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:

1. Attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least ten hours of instruction relating to the treasurer's or officer's responsibilities under Government Code Chapter 2256, Subchapter A, within 12 months after taking office or assuming duties; and
2. Attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than ten hours of instruction relating to investment responsibilities under Chapter 2256, Subchapter A, from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

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The training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with Government Code Chapter 2256.

Gov't Code 2256.008(a), (c)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the entity's control over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
2. Whether the investment decision was consistent with the written investment policy of the entity.

Gov't Code 2256.006

Personal Interest

An investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A required statement must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;

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2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Reports

Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the entity on the date of the report;
2. Be prepared jointly by all investment officers of the entity;
3. Be signed by each investment officer of the entity;
4. Contain a summary statement for each pooled fund group (i.e., each internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested) that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period;
5. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
6. State the maturity date of each separately invested asset that has a maturity date;
7. State the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and
8. State the compliance of the investment portfolio of the state agency or local government as it relates to the investment strategy expressed in the agency's or local government's in-

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vestment policy and relevant provisions of Government Code Chapter 2256.

If the entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officer under Government Code Chapter 2256 shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Education Code 51.0032; Gov't Code 2256.001, .002 (9), .023

Biennial Report

The investment officer shall prepare a report on Government Code Chapter 2256, Subchapter A, and deliver it to the governing body of the state agency no later than the 180th day after the last day of each regular session of the legislature. *Gov't Code 2256.007(d)*

Selection of Broker

The governing body of an entity subject to Government Code Chapter 2256, Subchapter A, or a designated investment committee, shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity. *Gov't Code 2256.025*

Authorized Investments

Each governing body of a local government or a state agency may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with investment policies approved by the governing body and according to the standard of care set out in this policy. The governing body of an investing entity may specify in its investment policy that any investment authorized by Government Code Chapter 2256 is not suitable. Investments may be made directly by the governing body or by a nonprofit corporation acting on behalf of the governing body or an investment pool acting on behalf of two or more local governments, state agencies, or a combination of those entities.

In the exercise of these powers, the governing body of an investing entity may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made for such purpose may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of an investing entity by order, ordinance, or resolution.

Gov't Code 2256.003(a)–(b), .005(j)

Obligations

Except as provided below, the following are authorized investments under the Public Funds Investment Act:

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1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the state of Texas, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by:
 - a. The FDIC or its successor; or
 - b. The National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described by item 7 if:
 - a. The funds invested in the banking deposits are invested through a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Government Code 2256.025 or a depository institution with a main office or branch office in this state that the investing entity selects;
 - b. The selected broker or depository institution arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;

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- c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
- d. The investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account the selected depository institution, an entity described by Government Code 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. 240.15c3-3).

Gov't Code 2256.009(a)

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

Certificates of
Deposit and Share
Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described by Government Code 2256.009(a) above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage-backed securities of the nature described by Section 2256.009(b); or
3. Secured in accordance with Government Code Chapter 2257 or in any other manner and amount provided by law for the deposits of the investing entity.

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In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Government Code 2256.010:

1. The funds are invested by an investing entity through a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Government Code 2256.025, or a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;
2. The broker or depository institution selected by the investing entity arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The investing entity appoints the depository institution selected by the investing entity under item 1, above, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Gov't Code 2256.010

The investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase
Agreements

A fully collateralized repurchase agreement is an authorized investment under the Public Funds Investment Act if the repurchase agreement:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) or 2256.013 or, if applicable, 2256.0204;
3. Requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity either directly or through a joint account approved by the entity, held in the entity's name either directly or through a joint account approved

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by the entity, and deposited with the entity or a third party selected and approved by the entity; and

4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

A repurchase agreement made by an investing entity under this provision may be submitted for clearing and settlement to a covered clearing agency, as defined by the Securities and Exchange Commission in Rule 17Ad-22, 17 C.F.R. 240.17Ad-22.

Government Code 1371.059(c) applies to the execution of a repurchase agreement by an investing entity.

An investing entity that contracts with an investment management firm under Government Code 2256.003(b) may authorize the firm to invest the entity's public funds or other funds under the entity's control in repurchase agreements as provided by this section using a joint account.

An investment management firm responsible for managing a repurchase agreement transaction using a joint account on behalf of an investing entity as authorized under this provision must ensure that:

1. Accounting and control procedures are implemented to document the investing entity's aggregate daily investment and pro rata share in the joint account;
2. Each party participating in the joint account retains the sole rights of ownership to the party's pro rata share of assets invested in the joint account, including investment earnings on those assets; and
3. Policies and procedures are implemented to prevent a party participating in the joint account from using any part of a balance of the joint account that is credited to another party.

A "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obliga-

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tions described by Section 2256.009(a)(1) or 2256.013 or, if applicable, 2256.0204, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

A "joint account" means an account maintained by a custodian bank and established on behalf of two or more parties to engage in aggregate repurchase agreement transactions.

Gov't Code 2256.011

Securities Lending
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned must not be less than 100 percent collateralized, including accrued income, and the loan must allow for termination at any time;
2. The loan must be secured by:
 - a. Pledged securities described by Government Code 2256.009;
 - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - c. Cash invested in accordance with Government Code 2256.009, 2256.013, 2256.014, or 2256.016;
3. The terms of the loan require that the securities being held as collateral be pledged to the investing entity, held in the investing entity's name, and deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity; and
4. The loan must be placed through a primary government securities dealer, as defined by 5 C.F.R. 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

Banker's
Acceptance

A banker's acceptance is an authorized investment if the banker's acceptance:

1. Has a stated maturity of 270 days or fewer from the date of issuance;

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2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if the commercial paper:

1. Has a stated maturity of 365 days or fewer from the date of issuance; and
2. Is rated not less than A1-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies, or by one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the investing entity with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

A no-load mutual fund is an authorized investment if the mutual fund:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and

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3. Either has a duration of one year or more and is invested exclusively in obligations approved by Government Code Chapter 2256, Subchapter A, regarding authorized investments (Public Funds Investment Act) or has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Investments in no-load money market mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). In addition, the investing entity may not invest any portion of bond proceeds, reserves, and funds held for debt service, in no-load mutual funds.

Gov't Code 2256.014

Guaranteed
Investment
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described by Government Code 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the entity and deposited with the entity or with a third party selected and approved by the entity.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The governing body of the entity must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The entity must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

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5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) applies to the execution of a guaranteed investment contract by an investing entity.

Gov't Code 2256.015

Investment Pools

A public funds investment pool is an authorized investment if it meets the requirements of Government Code 2256.016 and 2256.019, including that the governing body of the entity authorizes the investment in the particular pool by rule, order, ordinance, or resolution, as appropriate. *Gov't Code 2256.016, .019*

Hedging
Transactions

A hedging transaction is an authorized investment if an eligible entity meets the requirements of Government Code 2256.0206.

"Eligible entity" means a political subdivision, including a college district, that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Gov't Code 2256.0206

Funds from Mineral
Rights

The governing board of a public junior college district may invest funds received by the district from a lease or contract for the management and development of land owned by the district and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Property Code Title 9, Subtitle B (Texas Trust Code).

Funds invested by the governing board of a public junior college district under this section shall be segregated and accounted for separately from other funds of the district.

Gov't Code 2256.0207

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Authorized
Investments
Specific to
Institutions of
Higher Education

In addition to the authorized investments permitted by Government Code Chapter 2256, Subchapter A, an institution of higher education may purchase, sell, and invest its funds and funds under its control in the following:

1. Cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986, 26 U.S.C. Section (f);
2. Negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and
3. Corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

Gov't Code 2256.020

Change in Law

Except as provided by Government Code Chapter 2270, an entity is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Loss of Required
Rating

An investment that requires a minimum rating under Government Code Chapter 2256, Subchapter A, does not qualify as an authorized investment during the period the investment does not have the minimum rating. An entity shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Investment of Bond
Proceeds and
Pledged Revenue**

The investment officer of a local government, including a college district, may invest bond proceeds or pledged revenue only to the extent permitted by Government Code Chapter 2256, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The local government's investment policy regarding the debt issuance or the agreement, as applicable.

"Pledged revenue" means money pledged to the payment of or as security for bonds or other indebtedness issued by a local government; obligations under a lease, installment sale, or other agree-

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ment of a local government; or certificates of participation in a debt or obligation.

Gov't Code 2256.0208

**Investment of Debt
Service Funds**

A school district, including a junior college district, may enter into a contract with a term not to exceed seven years to purchase investments with the proceeds of taxes levied or to be levied by the district for the purpose of paying debt service on bonds issued by the district.

A contract under this section may provide for the purchase of investments at a stated yield or yields.

Before entering a contract under this section, a school district must solicit and receive bids from at least three separate providers. The district must accept the qualifying bid that provides for the highest yield investments over the term of the contract.

A contract under this section may provide only for the purchase of an obligation described by Government Code 2256.009(a)(1), other than an obligation described by Government Code 2256.009(b).

Education Code 45.112

General Deposits

The governing board of each institution of higher education may invest the funds received as general deposits authorized by Education Code 54.502 in the manner provided under either Education Code 51.003 or 51.0031. *Education Code 54.5022*

**Sellers of
Investments**

A written copy of the investment policy shall be presented to any business organization offering to engage in an investment transaction with an investing entity. For purposes of this section, "business organization" means an investment pool or an investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio that has accepted authority granted by the entity under the contract to exercise investment discretion in regard to the investing entity's funds. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the investment policy of the entity; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to

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preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a business organization that has not delivered to the entity the instrument described above.

Gov't Code 2256.005(k)-(l)

Donations

Government Code Chapter 2256, Subchapter A, does not apply to an investment donated to an investing entity for a particular purpose or under terms of use specified by the donor. *Gov't Code 2256.004(b)*

Electronic Funds Transfer

Any local government, including a college district, may use electronic means to transfer or invest all funds collected or controlled by the local government. *Gov't Code 2256.051*

Private Auditor

Notwithstanding any other law, a state agency, including a college district, shall employ a private auditor if authorized by the legislative audit committee either on the committee's initiative or on request of the governing body of the agency. *Gov't Code 2256.052*

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

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

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

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

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

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

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

**Soliciting Bids for
CDs**

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

Interest Rate Risk

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

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

Internal Controls

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

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

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

Annual Review

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

Annual Audit

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



PRESIDENT'S OFFICE

MINUTE ORDER

To: Board of Trustees

From: Dr. Helen Brewer, President

Date: October 27, 2025

Subject: College of the Mainland Limited Tax Revolving Note Program, Series 2025

AGENDA ITEM DESCRIPTION

Consideration and approval of an Order Establishing a College of the Mainland Limited Tax Revolving Note Program, Series 2025 and Authorizing the Issuance of Program Obligations, from Time to Time, in an Aggregate Principal Amount Not to Exceed \$250,000,000 Outstanding at Any One Time, Prescribing the Terms, Features and Characteristics of Such Obligations; Approving and Authorizing Certain Authorized Officers and Employees of the College to Act on Behalf of the College in the Execution of One or More Note Purchase Agreement; Approving and Authorizing Certain Authorized Officers and Employees of the College to Act on Behalf of the College in the Sale and Delivery of Such Obligations, within the Limitations Specified Herein; Making Certain Covenants and Agreements in Connection Therewith; Providing for the Payment of the Obligations; Resolving Execution of the Paying Agent/Registrar Agreement; and Providing an Effective Date.

PURPOSE

Provide Board of Trustees approval of a revolving note program in connection with the College's 2023 bond election to allow the College to access funds for the construction of College facilities approved by voters in the 2023 bond election on a short term basis and such Board of Trustees authorization to allow the President to issue up to \$250,000,000 in limited tax notes pursuant to the provisions of such order. The notes will eventually be repaid with long term bond proceeds.

BACKGROUND

In August of 2023 the College approved its College of the Mainland Limited Tax Revolving Note Program for the purpose of allowing the College to access short term financing for the construction of facilities approved by voters in the 2023 bond election. The 2023 Revolving Note Program authorized the issuance of up to \$100 million in notes for this purpose. The 2023 Revolving Note Program currently has \$100 million in notes

outstanding, and the 2023 Revolving Note Program expires by its terms in October 2026. Based on current market interest rates on long term debt, the College's staff and financial consultants believe it is in the best interest of the College to enter into a new College of the Mainland Limited Tax Revolving Note Program, Series 2025 for the purpose of replacing the 2023 Note Program and increasing to \$250 million the total amount of notes that can be outstanding at any one time under the 2025 Revolving Note Program. Currently with the creation of the 2025 Revolving Note Program, all outstanding 2023 Revolving Notes will be refunded with 2025 Revolving Notes and the 2023 Revolving Note Program will be terminated. The 2025 Revolving Note Program will be authorized through October 2028. The notes issued pursuant to the 2025 Revolving Note Program will eventually be repaid with long term fixed rate bonds.

FUNDING SOURCE

Interest and sinking fund taxes and the proceeds of future College of the Mainland Limited Tax General Obligation Bonds.

PROPOSED MOTION

"I move the Board of Trustees approve the Order Establishing a College of the Mainland Limited Tax Revolving Note Program, Series 2025 as presented to the Board."

ATTACHMENT(S)

1. Order relating to College of the Mainland Limited Tax Revolving Note Program, Series 2025
2. Note Purchase Agreement by and between College of the Mainland and Wells Fargo Municipal Capital Strategies, LLC

ORDER

relating to

COLLEGE OF THE MAINLAND
LIMITED TAX
REVOLVING NOTE PROGRAM, SERIES 2025

Adopted: October 27, 2025

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AN ORDER ESTABLISHING A COLLEGE OF THE MAINLAND LIMITED TAX REVOLVING NOTE PROGRAM, SERIES 2025 AND AUTHORIZING THE ISSUANCE OF PROGRAM OBLIGATIONS, FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$250,000,000 OUTSTANDING AT ANY ONE TIME, PRESCRIBING THE TERMS, FEATURES AND CHARACTERISTICS OF SUCH OBLIGATIONS; APPROVING AND AUTHORIZING CERTAIN AUTHORIZED OFFICERS AND EMPLOYEES OF THE COLLEGE TO ACT ON BEHALF OF THE COLLEGE IN THE EXECUTION OF ONE OR MORE NOTE PURCHASE AGREEMENTS; APPROVING AND AUTHORIZING CERTAIN AUTHORIZED OFFICERS AND EMPLOYEES OF THE COLLEGE TO ACT ON BEHALF OF THE COLLEGE IN THE SALE AND DELIVERY OF SUCH OBLIGATIONS, WITHIN THE LIMITATIONS SPECIFIED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR THE PAYMENT OF THE OBLIGATIONS; RESOLVING EXECUTION OF THE PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the “Board”) of the College of the Mainland (the “College”), by order adopted on January 23, 2023, called an election (the “Election”) for the purpose of obtaining the approval of the resident, qualified electors in the area of the College for the issuance of an aggregate of \$250,000,000 in bonds for the construction, renovation, acquisition, and equipment of school buildings, the purchase of the necessary sites for school buildings for the College, and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with such bonds;

WHEREAS, the Election was held on May 6, 2023, in accordance with the Constitution and laws of the State of Texas, including the Texas Election Code;

WHEREAS, on May 16, 2023, the Board canvassed the Election returns and found that the resident, qualified electors in the area of the College authorized the issuance of \$250,000,000 in bonds, as a result of which the College is authorized by the Constitution and laws of the State of Texas, including section 130.122, Texas Education Code, and Chapter 1371, Texas Government Code, to issue such authorized amount of bonds in accordance with the Election for the construction, renovation, acquisition, and equipment of school buildings, the purchase of the necessary sites for school buildings for the College, and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with such bonds;

WHEREAS, the Board hereby finds and determines that it is necessary and advisable to authorize the issuance, from time to time, of limited tax notes (the “Notes”) for the purposes of construction, renovation, acquisition, and equipment of school buildings, the purchase of the necessary sites for school buildings for the College, and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with such bonds, and refunding, renewing, or refinancing such Notes;

WHEREAS, on September 25, 2023, the College established a revolving note program (“2023 Limited Tax Revolving Note Program”) pursuant to which the College entered into a Note

Purchase Agreement with Frost Bank (the “2023 Note Purchase Agreement”), and authorized the issuance of up to \$100,000,000 in limited tax notes (the “2023 Notes”) at any one time outstanding;

WHEREAS, the Board now desires to terminate the 2023 Limited Tax Revolving Note Program and the 2023 Notes, and to establish a new limited tax revolving note program (the “Notes Program”) to finance expenditures authorized by the Election;

WHEREAS, pursuant to a request for information issued on behalf of the College, responsible staff of the College evaluated several proposals to provide an interim lending facility and determined that the proposal submitted by the Initial Note Purchaser (defined herein) presented the most advantageous terms for the College;

WHEREAS, pursuant to the Notes Program, the Board desires to authorize certain Authorized Officers (as defined herein) on behalf of the College to enter into a note purchase agreement with the Initial Note Purchaser, and to authorize the issuance of Notes pursuant to such agreement in a combined principal amount not to exceed \$250,000,000 at any one time outstanding, all in accordance with the requirements and parameters set forth in this Order;

WHEREAS, the Notes hereinafter authorized are to be issued and delivered pursuant to Chapter 130, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended (“Chapter 1371”), and in accordance with the general laws of the State of Texas;

WHEREAS, the College is an “Issuer” within the meaning of Chapter 1371, and the Board desires to delegate, pursuant to Chapter 1371 and the parameters of this Order, to the Authorized Officer (defined herein), the authority to approve the principal amount, the interest rate, the number of series, the price, and the other terms of the Notes and to otherwise take such actions as are necessary and appropriate to effect the sale of such Notes;

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE COLLEGE OF THE MAINLAND:

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

“Act” means Chapter 1371, Texas Government Code, as amended, and Chapter 130, Texas Education Code, as amended.

“Authorized Officer” means one or more of the following: the Chair of the Board of Trustees, the President of the College, the College’s Vice President for Fiscal Affairs, or the Controller, acting individually.

“Board” means the governing body of the College.

“Business Day” shall mean any day other than a Saturday, Sunday, or legal holiday or other day on which banking institutions in the city where the Designated Office of the Paying Agent/Registrar is located in the State of Texas are generally authorized or obligated by law or executive order to close.

“Bond Counsel” means Orrick, Herrington & Sutcliffe LLP or such other attorney or firm of attorneys which are nationally recognized as having expertise in the practice of tax-exempt municipal finance law, as approved by the College.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“College” means the College of the Mainland, a junior college district of the State.

“Default Rate” shall have the meaning set forth in a Note Purchase Agreement.

“Designated Office” means the designated office of the Paying Agent/Registrar where Notes must be presented and delivered for receipt of payment of the principal amount thereof.

“Election” means the bond election held within the boundaries of the College on May 6, 2023.

“Eligible Investments” means any or all of the authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the College’s then most recent Investment Policy, in which the College may purchase, sell, and invest College funds; and provided further that Eligible Investments shall specifically include, with respect to the investment of proceeds of any Notes, guaranteed investment contracts fully collateralized by direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

“Event of Default” shall have the meaning set forth in a Note Purchase Agreement.

“Fiscal Year” means the twelve (12) month accounting period used by the College in connection with the operations of the College which may be any twelve (12) consecutive month period established by the College.

“Fund” means any of the funds, accounts or a portion of a fund or account, confirmed and/or established pursuant to Article IV hereof.

“Holder” or “Noteholder” means any person, firm, association, or corporation who holds, directly or indirectly, any Note drawn, issued, or endorsed to such person, firm, association, or corporation or to the order of such person, firm, association, or corporation.

“Initial Note Purchaser” means Wells Fargo Municipal Capital Strategies, LLC.

“Limited Tax” means the continuing direct annual ad valorem tax levied, within the limits prescribed by law, upon all taxable property in the College, sufficient to pay the interest on the Notes as the same becomes due, to pay each installment of the principal of the Notes as the same matures, and to pay Note Payment Agreement Costs as they become due, full allowance being made for delinquencies and costs of collection.

“Maximum Interest Rate” means the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the College in the exercise of its borrowing powers (currently prescribed by Chapter 1204.006, as amended, Texas Government Code, or any successor provision).

“Maximum Maturity Date” means April 30, 2065.

“Notes” means the Notes authorized in accordance with the terms of this Order and having the terms and characteristics specified herein and in the form attached as Exhibit A hereof.

“Note Construction Fund” means the fund so designated in Section 2.10 hereof.

“Note Payment Fund” means the fund so designated in Section 4.01 hereof.

“Note Purchase Agreement” means a note purchase agreement between the College and the Note Purchaser relating to the Notes, approved and authorized to be entered into by Section 3.04 of this Order, as from time to time in effect, pursuant to which the Note Purchaser is obligated to purchase and/or accept Notes at the times, subject to the conditions, and bearing interest calculated in the manner specified therein, but in all respects consistent with the provisions of this Order.

“Note Purchase Agreement Costs” means any commitment fees, administrative fees, commitment reduction fees, commitment termination fees, legal and administrative fees and expenses, and other costs, fees, and expenses payable, from time to time, by the College to the Note Purchaser under a Note Purchase Agreement, but specifically excluding the principal of and interest on any Note.

“Note Purchaser” means the Initial Note Purchaser and any party designated as the Note Purchaser from time to time pursuant to the terms of a Note Purchase Agreement.

“Owner” or “Registered Owner” means any person who shall be the registered owner of any outstanding Bond as shown in the Registration Books.

“Outstanding” means all Notes theretofore issued and delivered, except:

- (1) those Notes theretofore cancelled by the respective paying agent/registrar or delivered to the respective paying agent/registrar for cancellation;
- (2) those Notes for which payment has been duly provided by the College in accordance with the provisions of this Order by the irrevocable deposit with the respective

paying agent/registrar of cash or Government Obligations, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be;

(3) those Notes that have been mutilated, destroyed, lost, or stolen and for which replacement notes have been registered and delivered in lieu thereof; and

(4) those Notes owned by or on behalf of the College.

“Paying Agent/Registrar” means the agent appointed pursuant to Section 2.03 hereof, or any successor to such agent.

“Paying Agent/Registrar Agreement” means the agreement approved and authorized to be entered into by Section 3.03 hereof, as from time to time amended or supplemented, and any subsequent Paying Agent/Registrar Agreement approved by the Board.

“Program” means the “College of the Mainland Limited Tax Revolving Note Program, Series 2025” established pursuant to the provisions of this Order.

“Rating Agency” means any nationally recognized municipal bond rating agency then maintaining a rating on the Notes at the request of the College.

“Registration Books” has the meaning assigned to such term in Section 2.03.

“Securities Act” means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“Stated Maturity” means with respect to any Note the date specified as the maturity date therein.

Section 1.02 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be done on the next succeeding Business Day and have the same effect as if done on the date so required.

(c) Any duty, responsibility, privilege, power or authority conferred by this Order upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

(d) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II AUTHORIZATION OF AND SECURITY FOR NOTES

Section 2.01 General Authorization.

Pursuant to authority conferred by and in accordance with the provisions of the Election, the Act, the Constitution, and the laws of the State of Texas, Notes shall be and are hereby authorized to be issued, from time to time, in an aggregate principal amount not to exceed TWO HUNDRED AND FIFTY MILLION DOLLARS (\$250,000,000) at any one time Outstanding for the purposes of (i) construction, renovation, acquisition, and equipment of school buildings, the purchase of the necessary sites for school buildings for the College, and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with such bonds, (ii) refunding, renewing, or refinancing the outstanding principal of such Notes, all in accordance with and subject to the terms, conditions, and limitations contained herein, and (iii) payment, redemption, refunding, and refinancing of the outstanding 2023 Notes; provided, however, that the principal amount of Notes authorized to be issued pursuant to the Election shall be reduced by the principal amount of any Notes paid by the District other than by means of a refunding or refinancing through the issuance of Notes. The authority to issue Notes from time to time under the provisions of this Order shall exist until the Maximum Maturity Date.

Notwithstanding any provision herein to the contrary, no Notes shall be issued unless there exists and is then in effect one or more Note Purchase Agreements, and, Notes shall never be issued in a principal amount that exceeds the “commitment” amount (as defined in the Note Purchase Agreement). The Board hereby finds and determines that the terms of the Program and the sale of Notes to the Note Purchaser are in the best interests of the College to provide for the interim financing for the purposes described above on the terms most advantageous to the College.

Section 2.02 Terms Applicable to Notes.

(a) Dated Date; Maturity Date; Authorized Denominations. Notes herein authorized shall (i) be dated as of their date of issuance (the “Note Date”), and (ii) mature on the date specified in such Note; provided however, that such maturity date shall not be later than the earlier to occur of any of the following: (A) 364 days following the Note Date; (B) the termination date of the then effective Note Purchase Agreement relating to such Note; and (C) the Maximum Maturity Date. Unless a larger denomination is specified in the Note Purchase Agreement then in effect, the Notes shall be issued in minimum denominations of \$100,000 or any integral of \$1,000 in excess thereof and shall be numbered in ascending consecutive numerical order in the order of their issuance.

(b) Style; Calculation and Payment of Interest. The Notes shall be designated “College of the Mainland Limited Tax Revolving Notes.” The Notes provided for in the Note Purchase

Agreement shall bear interest at such rate or rates (either fixed, variable, or floating) per annum computed on the basis of actual days elapsed based upon (A) a 360-day year of twelve 30-day months, (B) a 360-day year, or (C) a 365-day or 366-day year, as provided in the Note Purchase Agreement, in each case determined by the College at the time such Notes are issued; provided, however, that in no event shall the interest rate on any Note exceed the Maximum Interest Rate in effect on the date of issuance thereof. Notes issued without a fixed numerical rate of interest for the term thereof specified at their time of issuance shall bear interest in accordance with any clearly stated formula or method of calculation specified in the Note Purchase Agreement. In addition, the Note Purchase Agreement may include provision for payment of (i) interest calculated at a Default Rate, (ii) “clawback” interest (being a provision stating that the rate of interest on Notes may remain at the Maximum Interest Rate for a duration necessary to compensate a Holder in the event that the aforementioned formulaic methodology produces an interest rate that exceeds the Maximum Interest Rate for a period of time), so long as such “clawback” provision does not extend beyond the stated maturity date of the applicable Note, and (iii) interest at a taxable gross-up rate if interest on any Note becomes includable in the gross income of the Holder thereof.

Interest on Notes shall be payable at maturity (in conjunction with payment of principal) and at such intervals prior to maturity as specified, if at all, in the applicable Note Purchase Agreement. The manner of payment of interest on Notes shall be as specified in the applicable Note Purchase Agreement.

(c) Redemption. Unless specified otherwise in a Note Purchase Agreement with respect to timing and price, Notes issued hereunder shall be subject to redemption, at the direction of the Authorized Officer, in whole or in part, on any date, at the price of par plus accrued interest to such date of redemption; provided, however, that redemption of Notes bearing interest at a variable or floating may be subject to further restriction regarding the timing and requisite notice of, but (except with respect to any fees specified in the applicable Note Purchase Agreement in connection therewith) not the price for, such redemption, as further specified, if at all, in a Note Purchase Agreement.

Subject to any additional requirements of the applicable Note Purchase Agreement then in effect and the last sentence of this paragraph, at least thirty (30) days prior to the date any Notes are to be redeemed, as determined by an Authorized Officer, a notice of redemption shall be given in the manner set forth below. A written notice of such redemption shall be given to the Registered Owner of each Note or a portion thereof being called for redemption by depositing such notice in the United States mail, first class postage prepaid, addressed to each such Registered Owner at his address shown on the Registration Books (defined herein) kept by the Paying Agent/Registrar. Notwithstanding the foregoing, if the Registered Owner of a Note to be redeemed is the Note Purchaser, then such Notes are redeemable upon at least three (3) Business Days (or such shorter period as may be specified in a Note Purchase Agreement) prior written notice delivered by the College, at the direction of an Authorized Officer, to the Note Purchaser and the Paying Agent/Registrar.

By the date fixed for any such redemption, due provision shall be made by the College with the Paying Agent/Registrar for the payment of the required redemption price for the Notes or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is given, and if due provision for such payment

is made, all as provided above, the Notes, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, shall not bear interest after the date fixed for their redemption, and shall not be regarded as being Outstanding except for the right of the Registered Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Notes or any portion thereof. If a portion of any Notes shall be redeemed, a substitute Note or Notes having the same stated maturity date, bearing interest at the same interest rate (or calculated in the same manner, as applicable), in any denomination of or in excess of \$100,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the College, all as provided in this Order.

(d) Notes in Registered Form. The Notes shall be issued in registered form, without coupons, in the name of the Registered Owner thereof or to bearer. The Notes shall initially be registered in the name of the Note Purchaser. Both principal of and interest on each Note shall be payable in lawful money of the United States of America, without exchange or collection charges to the Holder. The principal of any Note is payable upon presentation and surrender thereof at the corporate office of the Paying Agent/Registrar; interest on Notes shall be paid as described in Subsection (b) above. If the date for the payment of the principal of or interest on any Note shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Note was due. The College and the Paying Agent/Registrar may treat the bearer (in the case of Notes so registered) or the Registered Owner as the absolute owner of any Note for the purpose of receiving payment thereof and for all purposes, and, to the extent permitted by law, the College and the Paying Agent/Registrar shall not be affected by any notice or knowledge to the contrary.

Section 2.03 Paying Agent/Registrar.

The College appoints Zions Bancorporation, National Association, Amegy Division, as the Paying Agent/Registrar for the Notes. The College covenants and agrees to keep and maintain at the corporate office of the Paying Agent/Registrar books and records (the "Registration Books") for the registration, payment, transfer, and exchange of the Notes, all as provided herein and under such reasonable rules and regulations as the Paying Agent/Registrar may prescribe. The College covenants to maintain and provide a Paying Agent/Registrar at all times while the Notes are outstanding, which shall be a banking institution authorized under applicable laws to exercise trust powers. Should a change in the Paying Agent/Registrar for the Notes occur, the College shall promptly cause a written notice thereof to be sent to each Registered Holder of Notes then Outstanding by United States Mail, first-class, postage prepaid. Such notice shall give the address of the successor Paying Agent/Registrar. A successor Paying Agent/Registrar may be appointed without the consent of the Holders.

Section 2.04 Form of Notes.

The Notes, the Certificate of Authentication, and the Certificate of Assignment to appear on each of the Notes shall be substantially in the forms set forth in attached **Exhibit A** with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements thereon as may, consistently herewith, be approved by an Authorized Officer. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Notes.

The Notes shall be printed, lithographed, engraved, or produced in any other similar manner, or typewritten, all as determined and approved by an Authorized Officer.

Section 2.05 Execution; Authentication.

The Notes shall be executed on behalf of the College by the Chair of the Board and attested by the Board Secretary, as provided in this Section 2.05. The signature of such officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the College on the date of passage of this Order shall be deemed to be duly executed on behalf of the College, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of the initial sale and delivery of Notes authorized to be issued hereunder and with respect to Notes delivered in subsequent sales, exchanges and transfers, all as authorized and provided in the Public Security Procedures Act (Texas Government Code, Chapter 1201, as amended).

No Note shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration manually executed by the Comptroller of Public Accounts of the State of Texas or their duly authorized agent or a certificate of authentication executed by the Paying Agent/Registrar in the customary manner then prevailing for obligations such as the Notes.

Section 2.06 Notes Mutilated, Lost, Destroyed or Stolen.

If any Note shall become mutilated, the College, shall execute and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the College of the Note so mutilated. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the College and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the College, shall execute and deliver a new Note of like tenor in lieu of and in substitution for the Note so lost, destroyed or stolen. Neither the College nor the Paying Agent/Registrar shall be required to treat both the original Note and any duplicate Note as being outstanding for the purpose of determining the principal amount of Notes which may be issued hereunder, but both the original and the duplicate Note shall be treated as one and the same.

Section 2.07 Negotiability, Registration and Exchangeability.

The obligations issued hereunder shall be, and shall have all of the qualities and incidents of, a negotiable instrument under the laws of the State of Texas, and each successive holder, in

accepting any of the obligations, shall be conclusively deemed to have agreed that such obligations shall be and have all of the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

The Registration Books relating to the registration, payment and transfer or exchange of the Notes shall at all times be kept and maintained by the College at the Designated Office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record and maintain in the Registration Books the name and address of each Registered Owner of the Notes, issued under and pursuant to the provisions of this Order, and the Paying Agent/Registrar further shall provide such information to the College as described in Section 2.02 hereof. Any Note may, in accordance with its terms and the terms hereof, be transferred or exchanged for Notes of like tenor and character and of other authorized denominations upon the Registration Books by the Holder in person or by his duly authorized agent, upon surrender of such Note to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar provided, however, that such subsequent Holder is a “qualified institutional buyer” or an “accredited investor” (each, as defined in the Securities Act) and such transfer is made in accordance with the transfer restrictions set forth in the Note Purchase Agreement.

Upon surrender for transfer of any Note at the Designated Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Notes executed on behalf of, and furnished by, the College of like tenor and character and of authorized denominations and having the same maturity, bearing interest at the same rate and being of a like aggregate principal amount as the Note or Notes surrendered for transfer.

Furthermore, Notes may be exchanged for other Notes of like tenor and character and of authorized denominations and having the same maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the Designated Office of the Paying Agent/Registrar. Whenever any Notes are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Notes of like tenor and character as the Notes exchanged, executed on behalf of, and furnished by, the College to the Holder requesting the exchange.

Unless the Noteholder is the Note Purchaser, the College and the Paying Agent/Registrar may charge the Noteholder a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer. The Paying Agent/Registrar or the College may also require payment from the Holder of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Note shall be delivered.

New Notes delivered upon any transfer or exchange shall be valid obligations of the College, evidencing the same debt as the Notes surrendered, shall be secured by this Order and shall be entitled to all of the security and benefits hereof to the same extent as the Notes surrendered.

Section 2.08 Delegation of Authority to Authorized Officer.

Pursuant to Chapter 1371, Texas Government Code, as amended, each Authorized Officer is hereby appointed and designated, as an officer of the College, to act on behalf of the College, in connection with the execution of the Note Purchase Agreement, and the selling and delivering, from time to time, of Notes under the Program, and carrying out the duties and procedures specified in this Order, including approval (subject only to the limitations specified within this Order) of the following terms and provisions for each issue of Notes:

- (1) the principal amount of each Note;
- (2) the Note Date;
- (3) the rate of interest or the method of calculating the interest to be borne on the principal amount of each Note;
- (4) the maturity date of each Note;
- (5) the date, dates, or intervals on which interest on each Note shall be paid;
- (6) the commitment fee and other Note Purchase Agreement Costs, if any, including the method of the calculation and timing for payment of such expenses; and
- (7) such other matters as herein delegated to an Authorized Officer for final determination.

These characteristics, as finally determined by the Authorized Officer consistent with the provisions of this Order shall be evidenced in the Note Purchase Agreement, and (to the extent applicable) in each definitive Note.

Section 2.09 Pledge; Payments.

(a) The Notes and the Note Purchase Agreement Costs are special obligations of the College payable from and secured solely by the sources specified in this Section 2.09. The College agrees to make payments into the Note Payment Fund, for further deposit into the appropriate account therein, at such times and in such amounts as are necessary to provide for the full payment of the Note Purchase Agreement Costs and the principal of and the interest on the Notes as and when due, whether by reason of maturity, redemption, or otherwise.

To provide security for the payment of the principal of and interest on the Notes and for the payment of the Note Purchase Agreement Costs as the same shall become due and payable, there is hereby pledged (i) the proceeds from (a) the sale or exchange of other Notes issued for the purpose of refinancing, renewing, replacing, or redeeming Notes, and (b) the sale of a series of bonds or other obligations to be issued by the College for the purpose of refinancing, renewing, or redeeming Notes, and (ii) proceeds of the Limited Tax, (iii) the amounts held in the Note Payment Fund until the amounts deposited therein are used for authorized purposes, and (iv) the amounts remaining on deposit in the Note Construction Fund after amounts deposited therein are used for authorized purposes; and it is hereby resolved and declared the principal of and interest on the Notes and all Note Purchase Agreement Costs shall be and are hereby equally and ratably secured

by and payable from a lien on and pledge of the sources hereinabove identified in clauses (i) through (iv).

While any Note Purchase Agreement Costs remain unpaid and the Notes or any part of the principal thereof or interest thereon remain Outstanding and unpaid, the Limited Tax is hereby levied and there shall be annually assessed and collected in due time, form, and manner, and at the same time as other College taxes are assessed, levied, and collected, in each year, and said Limited Tax is hereby irrevocably pledged to the payment of Note Purchase Agreement Costs and principal of and interest on the Notes.

To pay the debt service coming due on any Notes issued, and any Note Purchase Agreement Costs coming due, prior to receipt of the taxes levied to pay such debt service and Note Purchase Agreement Costs, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service and Note Purchase Agreement Costs, and such amount shall be used for no other purpose.

To the extent the College has available funds which may be lawfully used to pay debt service on the Notes or Note Purchase Agreement Costs and such funds are on deposit in the Note Payment Fund in advance of the time when the Board is scheduled to set a tax rate for any year, then such tax rate which otherwise would be required to be established pursuant to this Section may be reduced to the extent and by the amount of such funds then on deposit in the Note Payment Fund.

(b) Perfection of Pledge of Interest in Security. Chapter 1208, Texas Government Code, applies to the issuance of the Notes and the pledge granted by the College in subsection 2.09(a), and such pledge is, therefore, valid, effective, and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge granted by the College is to be subject to the filing requirements of Chapter 9, as amended, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Notes the perfection of the security interest in this pledge, the College agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, as amended, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

Section 2.10 Note Construction Fund.

There is hereby created and established on the books of the College a separate fund hereby designated as the “College of the Mainland Limited Tax Revolving Note Construction Fund” (the “Note Construction Fund”). Proceeds derived from the sale of Notes shall be deposited to the credit of the Note Construction Fund. Money deposited in the Note Construction Fund shall remain therein until expended from time to time for the purposes specified in Section 2.01 of this Order, and shall not be used for any other purposes whatsoever, except for temporary investment thereof as provided in Section 3.02 of this Order.

Any money remaining in the Note Construction Fund and not necessary for the purposes described in Section 2.01 shall be paid into the Note Payment Account.

Section 2.11 Cancellation.

All Notes which at maturity have collected the principal of and interest thereon from the Paying Agent/Registrar or are surrendered for transfer or exchange pursuant to the provisions hereof shall, upon payment be canceled by the Paying Agent/Registrar, and the Paying Agent/Registrar forthwith shall transmit to the College a certificate identifying such Notes and certifying that such Notes have been duly canceled and destroyed.

Section 2.12 Fiscal and Other Agents.

In furtherance of the purposes of this Order, the Authorized Officers are hereby authorized, from time to time, to appoint and provide for the payment of such additional fiscal, paying or other agents or trustees as it may deem necessary or appropriate in connection with the Notes.

Section 2.13 Funds Secured.

Moneys in all Funds created under this Order, to the extent not invested as permitted hereunder, shall be secured in the manner prescribed by law for securing funds of the College.

ARTICLE III
ISSUANCE AND SALE OF NOTES

Section 3.01 General.

The Notes shall be completed and delivered by the Paying Agent/Registrar in accordance with telephonic, electronic, computer, or written instructions of any Authorized Officer and in the manner specified in the Paying Agent/Registrar Agreement and below. To the extent such instructions are not written, they shall be confirmed in writing within 24 hours. Such instructions shall specify such principal amounts, dates of issue, maturities, rates of interest, whether the Note is a Note or a Taxable Note, and other terms and conditions which are hereby authorized and permitted to be fixed by any Authorized Officer at the time of sale of the Notes. Such instructions shall include the purchase price of the Notes (which shall equal the principal amount of the Notes sold, without original issue premium or discount, and without accrued interest), and a request that the Paying Agent/Registrar authenticate such Notes by countersignature of its authorized officer or employee and deliver them to the named purchaser or purchasers thereof upon receipt of payment. Such instructions shall also specify the amounts of the proceeds of such issue of Notes which are to be deposited to the Note Payment Fund and/or to the Note Construction Fund and with designation for further deposit to the appropriate accounts therein. Such instructions shall also contain provisions representing that all action on the part of the College necessary for the valid issuance of the Notes then to be issued, has been taken, that all provisions of Texas and federal law necessary for the valid issuance of such Notes, with provision for original issue discount and interest exemption from federal income taxation with respect to the Notes, have been complied with, and that such Notes in the hands of the Holders thereof will be valid and enforceable obligations of the College according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that, based upon the advice of Bond Counsel, the earned original issue discount on the Notes or stated interest on the Notes, as the case

may be, will be excluded from the gross income of the Holders for federal income tax purposes. Such instructions shall also certify that: no Event of Default has occurred and is continuing as of the date of such Certificate; other than Section 5.13 of this Order with respect to Taxable Notes, the College is in compliance with the covenants set forth in Article V hereof as of the date of such instructions; and the sum of the interest payable on such Note and any discount established for such Note will not exceed a yield (calculated on the principal amount of the Note in the applicable manner specified herein) to the stated maturity date of such Note in excess of the Maximum Interest Rate in effect on the date of issuance of such Note.

Section 3.02 Proceeds of Sale of Notes; Exchange of Notes.

(a) The proceeds of the sale of any Notes (net of all expenses and costs of sale and issuance) shall be applied for any or all of the following purposes, as directed by an Authorized Officer:

(i) Proceeds to be used for the payment and redemption of the outstanding Notes at or before stated maturity or for the payment of interest on Notes shall be deposited into the Note Payment Fund, for further deposit to the appropriate account therein, and expended therefor; provided, however, that no Note proceeds shall be used for the payment and redemption of outstanding Taxable Notes (or interest thereon) unless the deposit of Note proceeds to be used for such purpose shall be accompanied by an opinion of Bond Counsel stating that such use of Tax Exempt Note proceeds shall not affect the excludability of the interest on such Notes from the gross income of the Holders thereof, pursuant to section 103 of the Code, for federal income tax purposes.

(ii) Proceeds not deposited into the Note Payment Fund as provided in subparagraph (i) above shall be deposited to the Note Construction Fund, for further deposit to the appropriate account therein, and used and applied in accordance with the provisions of Section 2.10 hereof to pay Project Costs or to otherwise accomplish the purposes permitted by this Order.

(b) Maturing Notes may be replaced with replacement Notes, which replacement Notes shall have the characteristics determined by an Authorized Officer and the Note Purchaser pursuant to the terms of the then-effective and applicable Note Purchase Agreement, but at all times subject to the limitations on the issuance of Notes specified in this Order; provided, however, that no Tax Exempt Note shall replace maturing Taxable Notes unless the delivery of such replacement Note shall be accompanied at their time of delivery by an opinion of Bond Counsel stating that replacement shall not affect the excludability of the interest on such Notes from the gross income of the Holders thereof, pursuant to section 103 of the Code, for federal income tax purposes.

Pending expenditure for the foregoing purposes, proceeds from the sale of Notes may be invested in Eligible Investments. Earnings and profits from the investment of money in the Note Construction Fund shall be held therein.

Section 3.03 Paying Agent/Registrar Agreement.

Each Authorized Officer is hereby appointed and designated as an officer of the College, to act on behalf of the College, to negotiate one or more Paying Agent/Registrar Agreements by

and between the College and the Paying Agent/Registrar relating to the Notes, in substantially the form previously approved by the Board, is hereby approved, and any Authorized Officer is hereby authorized and directed to approve all final changes and execute the same for and on behalf of the College. Any Authorized Officer is hereby authorized to enter into any supplemental agreements with the Paying Agent/Registrar or with any successor Paying Agent/Registrar to implement the functions of the Paying Agent/Registrar with respect to the Notes.

Section 3.04 Note Purchase Agreement.

Based on the recommendation of the Chief Financial Officer of the College, the Board hereby approves the selection of the Initial Note Purchaser to provide an interim lending facility in accordance with the terms of this Order and the Note Purchase Agreement. The Note Purchase Agreement, substantially in the form presented with this Order, is hereby approved. Each Authorized Officer is hereby authorized and directed to approve any final changes to the Note Purchase Agreement and execute and deliver such agreement on the College's behalf. The provisions of the Note Purchase Agreement relating to the terms, conditions, events of default, remedies, downgrade pricing and similar terms, conditions and provisions pertaining to the Notes are incorporated herein by reference as if fully set forth herein. The payment of the Note Purchase Agreement Costs, as specified in the Note Purchase Agreement pursuant to mutual agreement between the Initial Note Purchaser and the Authorized Officer, are hereby authorized to be paid from Pledged Revenues.

Notwithstanding any provision herein to the contrary, the aggregate amount of the commitments of Note Purchasers to purchase Notes under the Note Purchase Agreement at any time in effect shall never exceed the maximum principal amount of Notes authorized at any one time to be outstanding under the Program.

ARTICLE IV
NOTE PAYMENT FUND

Section 4.01 Note Payment Fund.

There is hereby created and established on the books and records of the College a separate and special fund to be designated as the "College of the Mainland College Revenue Revolving Note Payment Fund" (the "Note Payment Fund"). Money on deposit in the Note Payment Fund shall be used to pay principal of and interest on Notes at the respective interest payment, maturity, or redemption dates of each issue of such as provided herein. Amounts remaining in the Note Payment Fund not then necessary for the purposes for which such funds were originally held in such Fund may be transferred to the Note Construction Account upon request of an Authorized Officer.

Pending the expenditure of money in the Note Payment Fund for authorized purposes, money deposited therein may be invested at the direction of an Authorized Officer in Eligible Investments. Any income received from investments in the Note Payment Fund shall be retained in such Fund.

ARTICLE V
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 5.01 Limitation on Issuance.

Unless this Order is amended and modified by the Board in accordance with the provisions of Section 7.01 hereof, the College covenants that there will not be issued and outstanding at any time under this Order more than \$250,000,000 in principal amount of Notes. For purposes of this section, any portion of Outstanding Notes to be paid on a particular day from moneys on deposit in the Note Payment Fund and/or the proceeds of other Notes or obligations issued for the purpose of refinancing, redeeming, or refunding then Outstanding Notes shall not be considered Outstanding on such day. In addition to the foregoing, (i) no Notes shall be issued for any purposes other than those described in Section 2.01 hereof, and (ii) no Notes shall be issued if the Notes then Outstanding after such issuance would exceed the authorized but unissued amount of Notes.

Section 5.02 Allocation of, and Limitation on, Expenditures.

The College covenants to account for on its books and records the expenditure of proceeds from the sale of the Notes and any investment earnings thereon to be used for the purposes described in Section 2.01 by allocating proceeds to expenditures within 18 months of the later of the date that (a) the expenditure for any such purpose is made, or (b) all such purposes are completed. The foregoing notwithstanding, the College shall not expend such proceeds or investment earnings more than sixty (60) days after the later of (a) the fifth anniversary of the date of delivery of the Notes, or (b) the date the Notes are retired, unless the College obtains an opinion of Bond Counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes of this Section, the College shall not be obligated to comply with this covenant if it obtains an opinion of Bond Counsel to the effect that such failure to comply will not adversely affect the excludability of the interest on the Notes from gross income for federal income tax purposes.

Section 5.03 Opinion of Bond Counsel.

The College shall cause the legal opinion of Bond Counsel as to the validity of the Notes and as to the exemption of interest on the Notes from federal income taxation to be furnished to any Noteholder without cost. In addition, a copy of such opinion may be printed on or attached to each of the Notes.

Section 5.04 Bond Anticipation Notes.

The College hereby acknowledges that the Notes are being issued as bond anticipation notes, and the College in good faith shall endeavor to and maintain capacity to sell a sufficient principal amount of bonds in order to have funds available, together with other lawfully available funds, to pay the Notes and the interest thereon, or any renewals thereof, or any obligations created under the Note Purchase Agreement, as the same shall become due, and such bonds shall be issued as refunding bonds pursuant to and in accordance with the provisions of Texas Government Code, Chapter 1207, as contemplated and permitted under Section 1371.057(c) of Chapter 1371.

Section 5.05 Other Representations and Covenants.

(a) The College will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order; the College will promptly pay or cause to be paid the principal of, premium, if any, and interest on each Note on the dates and at the places and manner prescribed in such Note; and the College will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The College is duly authorized under the laws of the State of Texas to issue the Notes; all action on its part for the creation and issuance of the Notes has been duly and effectively taken; and the Notes in the hands of the Holders thereof are and will be valid and enforceable obligations of the College in accordance with their terms.

Section 5.06 Federal Income Tax Exclusion.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Closing Date*” means the date on which the Notes are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Notes.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Notes. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Notes has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The College shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Note to become includable in the gross income, as defined in Section 61 of the Code, of the Owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the College receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Note, the College shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the College shall at all times prior to the last stated maturity of Notes:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Notes and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds other than taxes of general application within the College or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the College shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership. of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the College shall not at any time prior to the

final Stated Maturity of the Notes directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Notes.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the College shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The College shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The College shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Note is discharged. However, to the extent permitted by law, the College may commingle Gross Proceeds of the Notes with other money of the College, provided that the College separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the College shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The College shall maintain such Computations with its official transcript of proceedings relating to the issuance of the Notes until six (6) years after the final Computation Date.

(3) The College shall pay to the United States out of the Note Payment Account or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Notes equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date, and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The College shall exercise reasonable diligence to assure that no errors are made in the Computations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time

thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Elections. The College hereby directs and authorizes each Authorized Officer or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Notes, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(j) Reimbursement. The College reasonably expects to reimburse capital expenditures made from its own funds with respect to the purposes described in Section 2.10 with Note proceeds and this Order shall constitute a declaration of official intent under Treasury Regulations Section 1.150-2. The maximum principal amount of obligations expected to be issued and outstanding for such purposes at any time is \$250,000,000.

Section 5.07 Disposition of Project.

The College covenants that the property financed or refinanced with the proceeds of the Notes will not be sold or otherwise disposed in a transaction resulting in the receipt by the College of cash or other compensation unless the College obtains an opinion of a nationally recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the College shall not be obligated to comply with this covenant if it obtains an opinion of a nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VI DEFAULT AND REMEDIES

Section 6.01 Remedies.

In addition to all the rights and remedies provided by the laws of the State of Texas during the continuance of any Event of Default, the Holder or Holders of any of the Notes shall be entitled to proceed to protect and enforce all rights conferred hereunder or under the Note Purchase Agreement by such appropriate judicial proceedings as such Holder shall deem most effectual to protect and enforce any such rights either by suit in equity or by action at law; or by a writ of mandamus issued by a court of proper jurisdiction, compelling and requiring the College and its officers to observe and perform any payment, covenant, condition or obligation prescribed in the Order or the Note Purchase Agreement. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, nor shall such delay or omission be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The provisions of this Order shall be deemed to be a contract with each and every Holder and the duties of the College shall be enforceable by mandamus or appropriate suit, action or proceeding in any court of competent jurisdiction.

Section 6.02 Remedies Not Exclusive.

No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Amendments or Modifications Without Consent of Holders of Notes.

(a) Amendments Without Consent. Except as set forth in the Note Purchase Agreement, this Order and the rights and obligations of the College and of the Owners of the Notes may be modified or amended at any time without notice to or the consent of any Owner of the Notes or any Bonds Similarly Secured, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the College contained in this Order, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the College in this Order;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Order upon receipt by the College of an opinion of nationally recognized bond counsel, that the same is needed for such purpose, and will more clearly express the intent of this Order,

(iii) To supplement the security for the Notes, replace or provide additional credit facilities, or change the form of the Notes or make such other changes in the provisions hereof as the College may deem necessary or desirable and which shall not, in the judgment of the College, materially adversely affect the interests of the Owners of the outstanding Notes;

(iv) To make any changes or amendments requested by any Rating Agency then rating or requested to rate the Notes, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the College, materially adversely affect the interests of the Owners of the outstanding Notes; or

(v) To make such other changes in the provisions hereof as the College may deem necessary or desirable and which shall not, in the judgment of the College, materially adversely affect the interests of the Owners of outstanding Notes.

Notice of any such amendment may be published by the College in the manner described in subsection (c) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory resolution and the failure to publish such notice shall not adversely affect the Implementation of such amendment as adopted pursuant to such amendatory resolution.

(b) Amendments With Consent. Subject to the other provisions of this Order, the Owners of outstanding Notes aggregating a majority in outstanding principal amount shall have the right from time to time to approve any amendment, other than amendments described in subsection (a) of this Section, to this Order which may be deemed necessary or desirable by the College; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the Owners of all of the outstanding Notes, the amendment of the terms and conditions in this Order or in the Notes so as to:

- (i) Make any change in the maturity of the outstanding Notes;
- (ii) Reduce the rate of interest borne by outstanding Notes;
- (iii) Reduce the amount of the principal payable on outstanding Notes;
- (iv) Modify the terms of payment of principal of or interest on the outstanding Notes, or impose any conditions with respect to such payment;
- (v) Affect the rights of the Owners of less than all Notes then outstanding; or
- (vi) Change the minimum percentage of the outstanding principal amount of Notes necessary for consent to such amendment.

(c) Notice. If at any time the College shall desire to amend this Order other than pursuant to subsection (a) of this Section, the College shall cause written notice of the proposed amendment to be given by certified mail to each Registered Owner of the Notes affected at the address shown on the Register. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file with the Board Secretary or interim Board Secretary for inspection by all Owners of Notes.

(d) Consent Irrevocable. Any consent given by the Owner of Notes or the Note Purchaser pursuant to the provisions of this Section shall be irrevocable for the period specified in such notice, or if the notice is silent, for a period of eighteen (18) months from the date of mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future Owners of the same Notes during such period. Such consent may be revoked at any time after eighteen (18) months from the date of mailing by the Owner who gave such consent or as otherwise provided in such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the College, but such revocation shall not be effective if the Owners of a majority in outstanding principal amount of Notes, prior to the attempted revocation, consented to and approved the amendment.

(e) Ownership. For the purpose of this Section, the ownership and other matters relating to all Notes registered as to ownership shall be determined from the Registration Books kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

Section 7.02 Order to Constitute a Contract; Equal Security; Note Purchase Agreement.

In consideration of the acceptance of the Notes, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Order shall be deemed to be and shall constitute a contract between the College and the Holders from time to time of the Notes and the pledge made in this Order by the College, and the covenants and agreements set forth in this Order to be performed by the College shall be for the equal and proportionate benefit, security and protection of all Holders of the Notes, without preference, priority or distinction as to security or otherwise of any of the Notes authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Order.

Section 7.03 Severability of Invalid Provisions.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Notes issued hereunder.

Section 7.04 Payment and Performance on Business Days.

Whenever under the terms of this Order or the Notes, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Notes, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Notes, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 7.05 Defeasance.

If, when all or any portion of the Notes shall have become due and payable in accordance with their terms or otherwise as provided in this Ordinance, the entire principal and interest so due and payable upon such Notes shall be paid, or if at or prior to the date such Notes have become due and payable, (i) sufficient moneys, (ii) direct obligations of, or obligations guaranteed by, the United States of America, the principal of and interest on which will provide sufficient moneys for such payment, (iii) noncallable and non-prepayable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, the principal of and interest on which will provide sufficient moneys for such payment, or (iv) noncallable and non-prepayable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, the principal of and interest on which will provide sufficient moneys for such payment, shall be held in trust by the Paying Agent/Registrar or a duly authorized escrow agent, and provision shall also be made for paying all

other sums payable hereunder by the City with respect to such Notes, the pledge herein created with respect to such Notes shall thereupon cease, terminate and become discharged, and such Notes shall no longer be deemed outstanding for purposes of this Ordinance, and all the provisions of this Ordinance relating to the Notes, including all covenants, agreements, liens and pledges made herein for the benefit thereof, shall be deemed duly discharged, satisfied and released.

Section 7.06 Limitation of Benefits With Respect to the Order.

With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Order or the Notes is intended or should be construed to confer upon or give to any person other than the College, the Note Purchaser, the Holders of the Notes and the Paying Agent/Registrar, any legal or equitable right, remedy or claim under or by reason of or in respect to this Order or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Order and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the College and the Holders of the Notes as herein and therein provided.

Section 7.07 Approval of Attorney General.

No Notes herein authorized to be issued shall be sold or delivered by an Authorized Officer until the Attorney General of the State of Texas shall have approved the proceedings relating to the Program, the Notes and the Note Purchase Agreement as required in accordance with applicable law.

Section 7.08 No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the College or any person executing any Bonds.

Section 7.09 Further Procedures.

Any one or more of the Authorized Officers are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the College all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance, sale and delivery of the Notes. In addition, prior to the delivery of the Notes, the Authorized Officers are each hereby authorized and directed to approve any changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any ambiguity, formal defect, or omission in this Order or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Note proceedings by the Attorney General. In the event that any officer of the College whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 7.10 Termination of the 2023 Limited Tax Revolving Note Program.

Any one or more of the Authorized Officers are hereby expressly authorized, empowered and directed at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the College all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable to terminate the 2023 Limited Tax Revolving Note Program and the 2023 Note Purchase Agreement.

Section 7.11 Incorporation of Recitals.

The College hereby finds that the statements set forth in the recitals of this Order are true and correct, and the College hereby incorporates such recitals as a part of this Order.

Section 7.12 Repealer.

All orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 7.13 Effective Date.

This Order shall be in full force and effect from and upon its adoption.

PASSED, APPROVED, AND EFFECTIVE on the 27th day of October, 2025, at a regular meeting of the Board of Trustees of the College of the Mainland.

MELISSA SKIPWORTH
Chair, Board of Trustees
College of the Mainland

ATTEST

KIMBERLY DODSON
Secretary, Board of Trustees
College of the Mainland

Signature Page for Order

EXHIBIT A
FORM OF NOTE

United States of America
State of Texas
County of Galveston

COLLEGE OF THE MAINLAND
LIMITED TAX REVOLVING NOTE PROGRAM, SERIES 2025

Form of Heading and First Paragraph for Fixed Rate Note:

Note No.: _____

Note Date: _____

Principal Amount: \$ _____

Maturity Date: _____

Interest Rate: _____%

The College of the Mainland (the “College”), a junior college district of the State of Texas, FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the order of _____ on the Maturity Date specified above (or earlier redemption date), the principal sum specified above, and to pay interest on such principal amount on each February 1 and August 1, commencing _____, 20__, and at such Maturity Date (or earlier redemption date) from the above specified Note Date or from the most recent date to which interest has been paid or duly provided for at the per annum Interest Rate shown above (computed on the basis of a 360-day year consisting of twelve 30-day months), subject to adjustment as provided in the Order or a Note Purchase Agreement. Both principal and interest on this Note being payable in lawful money of the United States of America at the designated office of the Paying Agent/Registrar executing the “Certificate of Authentication” endorsed hereon and appearing below or its successor. No interest will accrue on the Principal Amount hereof after such Maturity Date.

Form of Heading and First Paragraph for Variable Rate Note:

Note No.: _____

Note Date: _____

Principal Amount: \$ _____

Maturity Date: _____

Interest Rate: _____%

The College of the Mainland (the “College”), a junior college district of the State of Texas, FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the order of _____ on the Maturity Date specified above (or earlier redemption date), the principal sum specified above, and to pay interest on such principal amount on each February 1 and August 1, commencing _____, 20__, and at such Maturity Date (or earlier redemption date) from the above specified Note Date or from the most recent date to which interest has been paid or duly provided for at the

rate per annum (computed on the basis of actual days elapsed and a [360-day year of twelve 30-day months/360-day year/365-day or 366-day year, as applicable]) equal to [insert formula or method of calculation for determining variable or floating interest rate, subject to adjustment as provided in the Order or a Note Purchase Agreement]. Both principal and interest on this Note being payable in lawful money of the United States of America at the designated office of the Paying Agent/Registrar executing the “Certificate of Authentication” endorsed hereon and appearing below, or its successor. No interest will accrue on the principal amount hereof after such Maturity Date.

Form of Remainder of all Notes:

This Note is one of a series of notes authorized under the “College of the Mainland Limited Tax Revolving Note Program, Series 2025” (the “Program”), pursuant to which the College may issue notes, bearing interest at fixed, variable, or floating rates (and which interest is excludable from gross income for federal tax purposes), in an aggregate principal amount at any one time outstanding not to exceed TWO HUNDRED AND FIFTY MILLION DOLLARS (\$250,000,000) (such notes, the “Notes”). The Program, as well as the issuance of Notes thereunder, has been duly authorized in accordance with the provisions of an order (the “Order”) adopted by the Board of Trustees of the College for the purposes of construction, renovation, acquisition, and equipment of school buildings, the purchase of the necessary sites for school buildings for the College, and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with such bonds, and refunding, renewing, or refinancing such Notes; all in accordance and in strict conformity with the provisions of the Constitution and laws of the State of Texas, including but not limited to, Chapters 1371, Texas Government Code, as amended and Chapter 130, Texas Education Code, as amended.

This Note is payable from and equally secured by a lien on and pledge of (i) the proceeds from (a) the sale or exchange of other Notes issued for the purpose of refinancing, renewing, replacing, or redeeming this Note, and (b) the sale of a series or issue of bonds or other obligations to be issued by the College subsequent to the Note Date hereof for the purpose of refinancing, renewing, or redeeming this Note, (ii) proceeds of the Limited Tax, (iii) the amounts held in the Note Payment Fund until the amounts deposited therein are used for authorized purposes, and (iv) the amounts remaining on deposit in the Note Construction Fund after amounts deposited therein are used for authorized purposes.

This Note, together with other Notes similarly secured, is payable solely from the sources hereinabove identified securing the payment thereof. The Notes do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the College, except as otherwise described above, and the Holder hereof shall never have the right to demand payment of this obligation from any sources or properties of the College except as identified above.

Reference is hereby made to the Order, copies of which may be obtained upon request to the College, and to all of the terms and provisions the Holder hereof by acceptance of this Note hereby assents, including, but not limited to, provisions relating to definitions of terms, the description of and the nature of the security for this Note, the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders of this Note, and the right to issue College debt.

Unless specified otherwise in a Note Purchase Agreement with respect to timing and price, Notes issued hereunder shall be subject to redemption, at the direction of the Authorized Officer, in whole or in part, on any date, at the price of par plus accrued interest to such date of redemption; provided, however, that redemption of Notes bearing interest at a variable or floating may be subject to further restriction regarding the timing and requisite notice of, but (except with respect to any fees specified in the applicable Note Purchase Agreement in connection therewith) not the price for, such redemption, as further specified, if at all, in a Note Purchase Agreement.

Subject to any additional requirements of the applicable Note Purchase Agreement then in effect and the last sentence of this paragraph, at least thirty (30) days prior to the date any Notes are to be redeemed, as determined by an Authorized Officer, a notice of redemption shall be given in the manner set forth below. A written notice of such redemption shall be given to the Registered Owner of each Note or a portion thereof being called for redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such Registered Owner at his address shown on the Registration Books kept by the Paying Agent/Registrar. Notwithstanding the foregoing, if the Registered Owner of a Note to be redeemed is the Note Purchaser, then such Notes are redeemable upon three (3) Business Days' prior written notice delivered by the College, at the direction of an Authorized Officer, to the Note Purchaser and the Paying Agent/Registrar.

By the date fixed for any such redemption, due provision shall be made by the College with the Paying Agent/Registrar for the payment of the required redemption price for the Notes or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is given, and if due provision for such payment is made, all as provided above, the Notes, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, shall not bear interest after the date fixed for their redemption, and shall not be regarded as being Outstanding except for the right of the Registered Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Notes or any portion thereof. If a portion of any Notes shall be redeemed, a substitute Note or Notes having the same stated maturity date, bearing interest at the same interest rate (or calculated in the same manner, as applicable), in any denomination or denominations in excess of \$100,000 at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the College, all as provided in the Order.

It is hereby certified and recited that all acts, conditions, and things required by law and the Order to exist, to have happened, and to have been performed precedent to and in the issuance of this Note, do exist, have happened, and have been performed in regular and in due time, form, and manner as required by law and that the issuance of this Note, together with all other Notes, is not in excess of the principal amount of Notes permitted to be issued under the Order.

This Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

This Note may be transferred only on the Registration Books. Upon surrender hereof at the designated office of the Paying Agent/Registrar, this Note may be exchanged for a like

aggregate principal amount of fully registered (which registration may be to bearer) Notes of authorized denominations of like interest rate and maturity, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Order and upon surrender and cancellation of this Note.

This Note shall not be entitled to any benefit under the Order or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Paying Agent/Registrar of the Certificate of Authentication hereon.

In the event of any conflict or inconsistency between this Note and the Order, the Order shall control.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, this Note has been signed with the manual or facsimile signature of the Chair and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees on this Note.

Chair, Board of Trustees
College of the Mainland

Board Secretary, Board of Trustees
College of the Mainland

[SEAL]

[Form of Paying Agent/Registrar's Certificate of Authentication]

PAYING AGENT/REGISTRAR'S
CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes delivered pursuant to the within-mentioned Order.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, AMEGY DIVISION
as Paying Agent/Registrar

By: _____
Authorized Signatory

[Form of Comptroller's Registration Certificate]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

CERTIFICATE OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto (Print
or typewrite name, address, and zip code of transferee):

(Social Security or other identifying number):

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Note on the books kept for registration thereof, with
full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTE PURCHASE AGREEMENT

dated as of November 17, 2025

between

COLLEGE OF THE MAINLAND

and

WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC

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NOTE PURCHASE AGREEMENT

November 17, 2025

Board of Trustees
College of the Mainland
1200 Amburn Rd.
Texas City, Texas 77591

Ladies and Gentlemen:

The undersigned, duly authorized officer of Wells Fargo Municipal Capital Strategies, LLC, a Delaware limited liability company (the “*Bank*”), offers to enter into this Note Purchase Agreement (as amended, supplemented, or otherwise modified from time to time, the “*Agreement*”) with the District (defined herein), for the purchase by the Bank and sale by the District of the Notes specified below. This offer is made subject to the District’s written acceptance on the Closing Date, and upon such acceptance this Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the District and the Bank.

ARTICLE I

DEFINITIONS

Section 1.1. Defined Terms. Capitalized terms not otherwise defined herein shall have the same meanings as are set forth in the Order (defined herein). In addition to the terms defined elsewhere in this Agreement, the following terms shall have the indicated meanings:

“*1933 Act*” means the Securities Act of 1933, as the same shall from time to time be supplemented or amended.

“*Affiliate*” means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees, or officers, by contract or otherwise.

“*Anti-Corruption Laws*” means: (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended; (b) the U.K. Bribery Act 2010, as amended; and (c) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which the District is located or doing business.

“*Anti-Money Laundering Laws*” means applicable Laws or regulations in any jurisdiction in which the District is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“*Applicable Factor*” means 80%.

“*Applicable Spread*” means, initially 57 basis points (0.57%), which is subject to maintenance of the current District Rating. In the event of a change in the District Rating, the Applicable Spread shall equal the number of basis points set forth in the Level associated with the lowest District Rating as set forth in the schedule below:

	District Rating			Applicable Spread
	Moody’s	S&P	Fitch	basis points (%)
Level I	Aa3 or above	AA- or above	AA- or above	57 bps (0.57%)
Level II	A1	A+	A+	72 bps (0.72%)
Level III	A2	A	A	87 bps (0.87%)
Level IV	A3	A-	A-	102 bps (1.02%)
Level V	Baa1	BBB+	BBB+	127 bps (1.27%)

Any change in the Applicable Spread resulting from a change in the District Rating shall be and become effective as of and on the date of the announcement of the change in the District Rating. References to the District Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the District Rating in connection with the adoption of a “*global*” rating scale, each District Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The District acknowledges that as of the Closing Date the Applicable Spread is that specified above for Level I.

“*Authorized Denominations*” means \$250,000 and integral multiples of \$1,000 in excess thereof.

“*Authorized Officer*” has the meaning set forth in the Order.

“*Available Commitment*” means, initially, \$250,000,000, and thereafter such amount adjusted from time to time as follows: (a) downward in an amount equal to the principal amount of any Note purchased by the Bank pursuant to the terms hereof; (b) downward in an amount equal to any reduction thereof effected pursuant to Section 2.7; and (c) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof.

“*Available Tenor*” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 2.9(a)(iv) hereof.

“*Bank*” has the meaning specified in the introductory paragraph hereof.

“*Bank Agreement*” means any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement (such as a continuing covenant agreement or supplemental bondholder’s agreement), bond purchase agreement, or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) (a) to make or provide funds to make, payment of, (b) to purchase or (c) to provide credit enhancement for bonds, notes or other obligations of the District secured by or payable from Pledged Revenues.

“*Bankruptcy Code*” means the federal Bankruptcy Code of 1978, as it may be amended from time to time (Title 11 of the United States Code), and any successor statute thereto.

“*Benchmark*” means, initially, Daily Simple SOFR; *provided, that* if a Benchmark Transition Event has occurred with respect to Daily Simple SOFR or the then-current Benchmark, then “*Benchmark*” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.9(a)(i) hereof.

“*Benchmark Replacement*” means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Bank and the District giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment; *provided, that*, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Program Documents.

“*Benchmark Replacement Adjustment*” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

“*Benchmark Replacement Date*” means the earliest to occur of the following events with respect to the then-current Benchmark:

- (a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; *provided, that* such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “*Benchmark Replacement Date*” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“*Benchmark Transition Event*” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; *provided, that*, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided, that*, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a “*Benchmark Transition Event*” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“*Benchmark Transition Start Date*” means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

“*Benchmark Unavailability Period*” means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Program Document in accordance with Section 2.9(a) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Program Document in accordance with Section 2.9(a).

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Board of Trustees*” means the governing body of the District, and any successor thereto.

“*Business Day*” means (a) a day which is not (i) a Saturday, Sunday or legal holiday on which banking institutions in New York, New York or Texas City, Texas are authorized by law to close, (ii) a day on which the New York Stock Exchange or the Federal Reserve Bank of New York is closed or (iii) a day on which the principal office of the Bank is closed and (b) with respect to all notices and determinations in connection with, and payments of principal and interest on, the Notes, any day that is a Business Day described in clause (a) and that is also a U.S. Government Securities Business Day.

“*Change in Law*” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority, or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority), or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted, or issued.

“*Closing*” has the meaning specified in Section 2.2 hereof.

“*Closing Date*” means November 17, 2025, subject to the satisfaction or waiver by the Bank of the conditions precedent set forth in Section 5.1 hereof.

“*Co-Bond Counsel*” means the law firms of Orrick, Herrington & Sutcliffe LLP and Feldman & Feldman, PC, or any nationally recognized bond counsel selected by the District and reasonably acceptable to the Bank.

“*Code*” means the Internal Revenue Code of 1986, as amended, and when reference is made to a particular section thereof, the applicable Treasury Regulations from time to time promulgated or proposed thereunder.

“*Commitment*” means the agreement of the Bank pursuant to Section 2.1 hereof to make purchases of Notes under the terms hereof for the account of the District the proceeds of which shall be used for the purposes set forth in the Order. The Commitment of the Bank on the Closing Date shall be \$250,000,000.

“*Commitment Fee*” has the meaning specified in Section 2.6(b) hereof.

“*Commitment Fee Rate*” has the meaning specified in Section 2.6(b) hereof.

“*Commitment Expiration Date*” means November 16, 2028.

“*Confidential Information*” means any sensitive or confidential information regarding the District, the Bank or any Affiliate of the Bank including, without limitation, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories.

“*Conforming Changes*” means, with respect to either the use or administration of Daily Simple SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 2.9 and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of this Agreement and the other Program Documents).

“*Covered Entity*” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Daily Simple SOFR*” means, for any day (a “*SOFR Rate Day*”), a rate per annum equal to the greater of (a) SOFR for the day (such day, a “*SOFR Determination Day*”) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website, and (b) the Floor. If by 5:00 p.m. on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator’s Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator’s Website; *provided, that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the District.*

“*Default*” means any condition or event which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

“*Default Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time plus four percent (4.0%), (ii) the Federal Funds Rate in effect at such time plus five percent (5.0%), and (iii) ten percent (10.0%).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*Determination of Taxability*” means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the District files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when a Noteholder or any former Noteholder notifies the District that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the District of such notification from such Noteholder or such former Noteholder, the District shall deliver to such Noteholder or such former Noteholder, as applicable, a ruling or determination letter issued to or on behalf of the District by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis

for the opinion that an Event of Taxability has occurred, an Event of Taxability shall have occurred;

(iii) on the date when the District shall be advised in writing by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the District, or upon any review or audit of the District or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the District shall receive notice from a Noteholder or any former Noteholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Noteholder or such former Noteholder the interest on any Note due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the District has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon written demand from a Noteholder or former Noteholder, the District shall promptly reimburse such Noteholder or former Noteholder for any payments, including any taxes, interest, penalties or other charges, such Noteholder (or former Noteholder) shall be obligated to make as a result of the Determination of Taxability.

“*Direction Letter*” means the direction letter dated [November __, 2025], from the District to the Bank, as the same may be amended, modified, supplemented, or restated.

“*District*” means the College of the Mainland, a junior college district of the State.

“*District Rating*” means the long-term unenhanced rating assigned by any of Moody’s, Fitch or S&P to Parity Debt.

“*Dollar*” and “*\$*” mean lawful money of the United States.

“*EMMA*” means Electronic Municipal Market Access system as provided by the Municipal Securities Rulemaking Board.

“*Event of Default*” with respect to this Agreement has the meaning set forth in Section 7.1 of this Agreement and, with respect to any Program Document, has the meaning assigned therein.

“*Event of Taxability*” means (i) a change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the District, or the failure to take any action by the District, or the making by the District of any misrepresentation herein or in any certificate required to be given in

connection with this Agreement or the issuance, sale or delivery of the Notes) which has the effect of causing interest paid or payable on any Note to become includable, in whole or in part, in the gross income of a Noteholder or any former Noteholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural Law, in either case, which has the effect of causing interest paid or payable on any Note to become includable, in whole or in part, in the gross income of such Noteholder or such former Noteholder for federal income tax purposes with respect to any Note.

“*Excess Interest Amount*” has the meaning set forth in Section 3.5(b) hereof.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, *provided, that* if such rate is not so published for any day which is a Business Day, the Federal Funds Rate for such day shall be the average of the quotation for such day on such transactions received by Wells Fargo Bank, National Association from three federal funds brokers of recognized standing selected by Wells Fargo Bank, National Association. Notwithstanding the foregoing, if the Federal Funds Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“*Fiscal Year*” has the meaning set forth in the Order.

“*Fitch*” means Fitch Ratings, Inc., and any successor rating agency.

“*Floor*” means a rate of interest equal to 0.00%.

“*FRB*” means the Board of Governors of the Federal Reserve System of the United States.

“*GAAP*” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the District, including, without limitation, those principles set forth in the statements and pronouncement of the Government Accounting Standards Board.

“*Governmental Approval*” means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, a registration or filing with, or a report to any Governmental Authority.

“*Governmental Authority*” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, the Financial Conduct Agency, the Prudential Regulation Authority and any supra-national bodies such as the European Union or the European Central Bank).

“*Gross-Up Rate*” means, with respect to a Taxable Period, the product of (a) the interest rate on the Notes during such period, and (b) the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate.

“*Indemnitee*” has the meaning set forth in Section 3.2(a) hereof.

“*Interest Payment Date*” means (a) each February 1 and August 1 of each calendar year, (b) the related Note Maturity Date and (c) the Termination Date.

“*Insolvency Proceeding*” means a receivership, insolvency, liquidation, resolution, or similar proceeding.

“*Investment Policy*” means the investment policy of the District, delivered to the Bank pursuant to Section 5.1 hereof.

“*Laws*” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“*Majority Noteholder*” means the Noteholders with a majority of the aggregate principal amount of Notes from time to time. As of the Closing Date, the Bank shall be the Majority Noteholder.

“*Margin Stock*” has the meaning ascribed to such term in Regulation U promulgated by the FRB, as now and hereafter from time to time in effect.

“*Material Adverse Change*” means the occurrence of any event or change, which separately or in the aggregate with the occurrence of other events, results or could reasonably be expected to result in a Material Adverse Effect.

“*Material Adverse Effect*” means any material adverse change in or effect on (i) the business, operations, assets, liabilities, condition (financial or otherwise) or results of operations of the District, (ii) the ability of the District to consummate the transactions contemplated by this Agreement or any of the Program Documents, (iii) the ability of the District to perform any of its obligations under any of the Program Documents, or (iv) the legality, validity, binding effect or enforceability against the District of any Program Document or the rights, security, interests or remedies of the Bank hereunder or under any of the other Program Documents.

“*Maximum Federal Corporate Tax Rate*” means, for any day, the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect as of such day (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Bank, the maximum statutory rate of federal income taxation which could apply to the Bank as of such day). As of the Closing Date, the Maximum Federal Corporate Tax Rate is 21%.

“*Maximum Rate*” means the maximum net effective interest rate permitted by Chapter 1204, Texas Government Code, to be paid on obligations issued or incurred by the District in the exercise of its borrowing powers.

“*Moody’s*” means Moody’s Investors Service, Inc. and any successor rating agency.

“*Note*” or “*Notes*” has the meaning specified in Section 2.1(a) hereof.

“*Note Maturity Date*” means, for each Note, the maturity date designated in such Note at the time of issuance pursuant to the terms of Section 2.1(c) hereof.

“*Note Payment Fund*” has the meaning set forth in the Order.

“*Note Rate*” means a per annum rate of interest equal to the sum of (a) the product of (i) Daily Simple SOFR multiplied by (ii) the Applicable Factor plus (b) the Applicable Spread. The Note Rate shall be rounded to the fifth decimal place.

“*Noteholder*” or “*Holder*” means the Bank and each Bank Transferee or Non-Bank Transferee pursuant to Section 8.2 hereof so long as such Bank Transferee or Non-Bank Transferee is an owner of Notes.

“*Obligations*” means the Notes and the obligations of the District under this Agreement to pay and repay all fees, expenses and charges payable or reimbursable hereunder to the Bank (including, without limitation, any amounts to reimburse the Bank for any advances or expenditures by it under any of such documents) and all other payment obligations of the District to the Bank arising under this Agreement or the other Program Documents, in each, case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired.

“*Order*” means the order adopted by the Board of Trustees on **[June 26, 2023]**, as ratified on **[August 28, 2023]**, relating to the College of the Mainland Limited Tax Revolving Note Program, as the same may be amended, modified, supplemented, or restated in accordance with the terms thereof and hereof.

“*Outstanding*” has the meaning set forth in the Order.

“*Parity Debt*” means any debt issued or incurred by the District and secured on parity with the lien on and pledge of Pledged Revenues securing the Notes.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

“*Paying Agent/Registrar*” means, Amegy Bank, as paying agent/registrar under the Paying Agent/Registrar Agreement and its successors and assigns.

“*Paying Agent/Registrar Agreement*” means that certain Paying Agent/Registrar Agreement relating to the Notes, between the District and the Paying Agent/Registrar, as the

same may be amended, modified, or supplemented from time to time in accordance with its terms and the terms hereof.

“*Person*” means an individual, a corporation, a partnership, an association, a limited liability company, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

“*Pledged Revenues*” means the pledge described in the second paragraph of Section 2.09(a) of the Order.

“*Prime Rate*” means, at any time, the rate of interest per annum publicly announced from time to time by Wells Fargo Bank, National Association as its prime rate. Each change in the Prime Rate shall be effective as of the opening of business on the day such change in such prime rate occurs. The parties hereto acknowledge that the rate announced publicly by Wells Fargo Bank, National Association as its prime rate is an index or base rate and shall not necessarily be its lowest or best rate charged to its customers or other banks.

“*Program Documents*” means this Agreement, the Order, the Paying Agent/Registrar Agreement, the Notes, the Tax Certificate (with respect to the Notes), and any exhibits, schedules, instruments, or agreements relating thereto, as the same may be amended, modified, or supplemented in accordance with their terms and the terms hereof.

“*Purchase*” means each Purchase described in Section 2.3 hereof.

“*Purchase Date*” means each date on which a Purchase occurs.

“*Rating Agency*” means any of S&P, Moody’s and Fitch, as applicable.

“*Related Parties*” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors, and representatives of such Person and of such Person’s Affiliates.

“*Relevant Governmental Body*” means the FRB or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB or the Federal Reserve Bank of New York, or any successor thereto.

“*Request for Purchase*” means the request for a purchase of a Note by the Bank, in the form of Exhibit A hereto.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and any successor rating agency.

“*Sanction*” or “*Sanctions*” means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and anti-terrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order, (b) the United Nations Security Council, (c) the

European Union, (d) the United Kingdom, or (e) any other Governmental Authority with jurisdiction over the District.

“*Sanctioned Target*” means any target of Sanctions, including: (a) Persons on any list of targets identified or designated pursuant to any Sanctions, (b) Persons, countries, or territories that are the target of any territorial or country-based Sanctions program, (c) Persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (d) otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

“*Security*” has the meaning set forth in Section 2.10 hereof.

“*SOFR*” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“*SOFR Administrator*” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“*SOFR Administrator’s Website*” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“*SOFR Determination Day*” has the meaning specified in the definition of “Daily Simple SOFR”.

“*SOFR Rate Day*” has the meaning specified in the definition of “Daily Simple SOFR”.

“*State*” means the State of Texas.

“*Tax Certificate*” means that certain Federal Tax Certificate dated no later than the first Purchase Date to occur hereunder, by the District, relating to any Notes initially sold and delivered hereunder, as the same may be amended or supplemented from time to time.

“*Taxable Date*” means the date on which interest on any Note is first includable in gross income of any Noteholder thereof (including the Bank) as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

“*Taxable Period*” has the meaning set forth in Section 2.8 hereof.

“*Termination Date*” means the earlier of (i) the Commitment Expiration Date, as such date may be extended pursuant to Section 2.10 hereof, and (iii) the date the Commitment terminates by its terms in accordance with Section 7.2 hereof.

“*Unadjusted Benchmark Replacement*” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“*U.S. Government Securities Business Day*” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association

recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“*U.S. Special Resolution Regime*” means each of (a) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (b) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Section 1.2. Other Interpretive Provisions. With reference to this Agreement and each other Program Document, unless otherwise specified herein or in such other Program Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “*include,*” “*includes*” and “*including*” shall be deemed to be followed by the phrase “without limitation.” The word “*will*” shall be construed to have the same meaning and effect as the word “*shall.*” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Program Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “*hereto,*” “*herein,*” “*hereof*” and “*hereunder,*” and words of similar import when used in this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (iv) all references in this Agreement to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to this Agreement in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “*asset*” and “*property*” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “*from*” means “*from and including;*” the words “*to*” and “*until*” each mean “*to but excluding;*” and the word “*through*” means “*to and including.*”

(c) Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Agreement.

Section 1.3. Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

Section 1.4. Rounding. Any financial ratios required to be maintained by the District pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.5. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Central time (daylight or standard, as applicable).

Section 1.6. Rates. The Bank does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 2.9(a), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Benchmark or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Bank and its Affiliates or other related entities may engage in transactions that affect the calculation of the Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to the District. The Bank may select information sources or services in its reasonable discretion to ascertain the Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the District or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II

SALE AND PURCHASE; CLOSING

Section 2.1. Purchase and Sale of Notes. (a) From the Closing Date through the Termination Date, and upon and subject to the terms and conditions and on the basis of the representations, warranties, and agreements contained herein, the Bank hereby agrees, when requested by the District pursuant to this Agreement, to purchase from the District from time to time (but in no event more than three (3) purchases per calendar month and no more than fifteen (15) Notes outstanding at any one time) in an aggregate principal amount not to exceed the Available Commitment, and the District hereby agrees to sell and deliver to the Bank from time to time the “College of the Mainland Limited Tax Notes” in the form attached as Exhibit A to the Order (the “Notes”), upon issuance thereof under the terms and conditions of the Order, in one or more installments on each Purchase Date. The Notes are authorized pursuant to the provisions of Chapter 130, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended, and the Order, and are to be issued only for the purposes authorized under the

Order. Pursuant to the Order, the principal of and interest on the Notes are payable from and secured by a lien on and pledge of Pledged Revenues, subject to the terms and conditions of the Order, as applicable.

(b) Pursuant to and subject to the terms of this Agreement, each Note shall be sold to the Bank at a purchase price equal to the principal amount of each Note and no accrued interest and the Bank shall pay such purchase price to the District upon delivery of such Note to the Bank on the related Purchase Date.

(c) Each Note shall (i) be dated the date such Note is delivered to the Bank, (ii) be secured by the Pledged Revenues in the manner described in Section 2.1(a) hereof, (iii) mature not later than the earlier of (A) three hundred sixty-four (364) days following the related Purchase Date, and (B) the Commitment Expiration Date (the earlier of such date, the “*Note Maturity Date*”), and (iv) be in a minimum principal amount of \$25,000,000 or an integral multiple of \$1,000 in excess thereof. Interest on Notes shall be calculated on the basis of a year of 360 days and actual days elapsed from the Purchase Date.

Section 2.2. Closing. At such date and time as shall have been mutually agreed upon by the District and the Bank, the certificates, opinions, and other documents required by Section 5.1 below shall be executed and delivered (all of the foregoing actions are herein referred to collectively as the “*Closing*”). Assuming the Closing is completed in accordance with the provisions of this Agreement then, subject to the provisions of this Agreement and the conditions set forth in Section 5.2 hereof, the Bank shall purchase each Note and pay the purchase price therefor specified in Section 2.1(b) hereof (and the District shall issue and deliver such Note) at each Purchase.

Section 2.3. Method of Purchase. (a) Each purchase of a Note shall be made upon the District’s irrevocable notice to the Bank and the Paying Agent/Registrar in the form of a Request for Purchase with blanks appropriately completed. Each Request for Purchase shall be signed by an Authorized Officer and shall specify (1) the Purchase Date which shall be a Business Day and shall be at least three (3) Business Days after the date of the Request for Purchase; and (2) the principal amount of the Note to be purchased, which shall not exceed the Available Commitment as of the proposed Purchase Date. Each Request for Purchase must be received by the Bank not later than 10:00 a.m. three Business Days immediately prior to the requested Purchase Date.

(b) Upon receipt of a Request for Purchase by the Bank, subject to the terms and conditions of this Agreement, the Bank shall be required to make a purchase of such Note by 3:00 p.m. on the proposed Purchase Date for the account of the District in an amount equal to the amount of the requested purchase. Notwithstanding the foregoing, in the event such Request for Purchase is received by the Bank after 10:00 a.m. on the Business Day which is three (3) Business Day immediately prior to the day of the proposed Purchase Date, the Bank shall be required to make the related Purchase for a Note by 3:00 p.m. on the fourth Business Day immediately following receipt of the related Request for Purchase.

(c) If, after examination, the Bank shall have determined that a Request for Purchase does not conform to the terms and conditions hereof, then the Bank shall use its best efforts to give immediate notice to the District and the Paying Agent/Registrar to the effect that

documentation was not in accordance with the terms and conditions hereof and stating the reasons therefor. The District may attempt to correct any such nonconforming Request for Purchase, if, and to the extent that, the District is entitled (without regard to the provisions of this sentence) and able to do so. During the existence of a Default or an Event of Default, no Notes may be requested without the prior written consent of the Bank in its sole discretion.

Section 2.4. Interest Rate. (a) Subject to Section 2.9 hereof, each Note shall bear interest at a rate per annum equal to the Note Rate.

(b) Upon the occurrence and continuation of any Event of Default, interest on the Notes and any other sum payable hereunder shall bear interest, from the date due and payable until paid, payable on written demand, at a rate per annum equal to the Default Rate.

(c) From and after the Taxable Date, each Note shall bear interest at the Gross-Up Rate.

(d) Each determination by the Bank of the interest rate under this Agreement shall be conclusive and binding upon the District in all respects absent manifest error.

(e) In connection with the use or administration of Daily Simple SOFR, the Bank will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Program Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Program Document. The Bank will promptly notify the District of the effectiveness of any Conforming Changes in connection with the use or administration of Daily Simple SOFR.

Section 2.5. Payment. (a) Accrued but unpaid interest on each Note shall be due and payable on the applicable Interest Payment Date. All outstanding principal of a Note shall be due and payable on the earlier of (i) the related Note Maturity Date and (ii) the Termination Date. Interest due and payable on a Note shall be equal to the amount accrued to, but excluding the related payment date. Whenever any payment to be made under this Agreement or under any other Program Document shall be due on a day that is not a Business Day, such payment shall be due on the next succeeding Business Day, and such extension of time for payment will be taken into account in calculating the amount of interest payable under this Agreement. Interest on the Notes and all fees and other amounts due under the Program Documents (except as may otherwise be expressly provided therein), will be calculated on the basis of a year of 360 days and actual days elapsed.

(b) The District may prepay any Note, in whole or in part, upon ten (10) calendar days' prior written notice given by the District to the Bank and the Paying Agent/Registrar. Each such notice shall specify the date and amount of such prepayment and the Notes to be prepaid. Each such notice of optional prepayment shall be irrevocable and shall bind the District to make such prepayment in accordance with such notice. Any prepayment of a Note shall be in a principal amount of \$10,000 or a whole multiple of \$1,000 in excess thereof or, if less, the entire principal amount of the particular Note then outstanding. All prepayments of principal shall

include accrued interest to the date of prepayment and all other amounts due and payable at such time pursuant to this Agreement.

Section 2.6. Fees.

(a) *Costs, Expenses and Taxes.* The District will promptly pay on written demand (i) the reasonable fees, costs, and expenses of the Bank incurred in connection with the preparation, negotiation, execution and delivery of this Agreement, the Notes and the other Program Documents, (ii) the fees and disbursements of Kutak Rock LLP, counsel to the Bank, in an amount equal to \$55,000, incurred in connection with the preparation, execution, filing and administration and delivery of this Agreement and the other Program Documents, (iii) the reasonable fees and disbursements of counsel or other reasonably required consultants to the Bank with respect to advising the Bank as to the rights and responsibilities under this Agreement and the other Program Documents after the occurrence of any Default hereunder, or an Event of Default, (iv) all reasonable costs and expenses, if any, in connection with any waiver or amendment of, or the giving of any approval or consent under, or any response thereto or the enforcement of this Agreement, the Program Documents and any other documents which may be delivered in connection herewith or therewith, including in each case the reasonable fees and disbursements of counsel to the Bank or other reasonably required consultants, and (v) any reasonable amounts advanced by or on behalf of the Bank to the extent required to cure any Default, Event of Default, or event of nonperformance hereunder or any Program Document, together with interest at the Default Rate. In addition, the District agrees to pay, after the occurrence of a Default or an Event of Default, all reasonable costs and expenses (including reasonable attorneys’ fees and costs of settlement) incurred by the Bank in enforcing any obligations or in collecting any payments due from the District hereunder by reason of such Default or Event of Default or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a “workout” or of any collection, insolvency, bankruptcy proceedings or other enforcement proceedings resulting therefrom.

(b) *Commitment Fee.* The District agrees to pay or cause to be paid to the Bank a nonrefundable annual fee (the “*Commitment Fee*”) initially accruing at a rate of 17 basis points (0.17%) per annum multiplied by the daily Available Commitment, which is subject to maintenance of the current District Rating. In the event of a change in the District Rating, the Commitment Fee shall be calculated based on the number of basis points set forth in the Level associated with the lowest District Rating as set forth in the schedule (the “*Commitment Fee Rate*”) below multiplied by the daily Available Commitment:

	District Rating			Commitment Fee
	Moody’s	S&P	Fitch	Rate basis points (%)
Level I	Aa3 or above	AA- or above	AA- or above	17 bps (0.17%)
Level II	A1	A+	A+	22 bps (0.22%)
Level III	A2	A	A	27 bps (0.27%)
Level IV	A3	A-	A-	32 bps (0.32%)
Level V	Baa1	BBB+	BBB+	47 bps (0.47%)

Any change in the Commitment Fee resulting from a change in the District Rating shall be and become effective as of and on the date of the announcement of the change in the District Rating. The Commitment Fee shall be payable quarterly in arrears on the first Business Day of each January, April, July and October (commencing on the first such date to occur after the Closing Date) and on the Termination Date. References to the District Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the District Rating in connection with the adoption of a “global” rating scale, each District Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The District acknowledges that as of the Closing Date the Commitment Fee Rate is that specified above for Level I.

(c) *Reduction and Termination Fee.* (i) The District hereby agrees to pay to the Bank a reduction fee in connection with each and every permanent reduction of the Available Commitment prior to the first anniversary of the Closing Date in an amount equal to the product of (A) the Commitment Fee Rate, (B) the difference between the Available Commitment prior to such reduction and the Available Commitment after such reduction, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such reduction to and including the first anniversary of the Closing Date and the denominator of which is 360, payable on the date the Available Commitment is reduced.

(ii) The District hereby agrees to pay to the Bank a termination fee in connection with the termination of the Commitment prior to the first anniversary of the Closing Date in an amount equal to the product of (A) the Commitment Fee Rate, (B) the Available Commitment then in effect, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including the first anniversary of the Closing Date and the denominator of which is 360 payable on the date the Available Commitment is terminated.

Section 2.7. Reduction and Termination. (a) Subject to Section 2.6(c)(i) hereof, the Available Commitment may be reduced from time to time as requested by the District within fifteen (15) Business Days of the District’s written notice to the Bank requesting such reduction in the form of Exhibit D hereto; provided, that (i) each such reduction amount shall be in an amount equal to \$100,000 or an integral multiple thereof, and (ii) any reduction in the Available Commitment shall not be effective until the Bank delivers to the District and the Paying Agent/Registrar a notice in the form attached hereto as Exhibit E reflecting such reduction.

(b) Subject to Section 2.6(c)(ii) hereof, the District may at any time and at its sole option terminate the Commitment upon ten (10) Business Days’ prior written notice to the Bank in the form of Exhibit D hereto. As a condition to any such termination, the District shall pay or cause to be paid all Obligations due and owing to the Bank at such time. For the avoidance of doubt, any outstanding Note at such time may remain outstanding until the applicable Note Maturity Date.

Section 2.8. Taxability. In the event a Taxable Date occurs, the District hereby agrees to pay to the Bank or any Noteholder on written demand therefor (1) an amount equal to the

difference between (A) the amount of interest that would have been paid to the Bank or any Noteholder, as applicable, on any Note during the period for which interest on such Note is includable in the gross income of the Bank or any Noteholder, if such Note had borne interest at the Gross-Up Rate, beginning on the Taxable Date (the “*Taxable Period*”), and (B) the amount of interest actually paid to the Bank or any Noteholder, as applicable, during the Taxable Period, and (2) an amount equal to any interest, penalties, or charges owed by the Bank or any Noteholder, as applicable, as a result of interest on the Notes becoming includable in the gross income of the Bank or any Noteholder, as applicable, together with any and all reasonable attorneys’ fees, court costs, or other out-of-pocket costs incurred by the Bank or any Noteholder, as applicable, in connection therewith.

(b) The obligations of the District under this Section 2.8 shall survive the termination of the Commitment and this Agreement.

Section 2.9. Changed Circumstances.

(a) *Benchmark Replacement Setting.*

(i) *Benchmark Replacement.* Notwithstanding anything to the contrary herein or in any other Program Document, upon the occurrence of a Benchmark Transition Event, the Bank and the District may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Bank has posted such proposed amendment to the District. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.9(a)(i) will occur prior to the applicable Benchmark Transition Start Date.

(ii) *Benchmark Replacement Conforming Changes.* In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Bank will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Program Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Program Document.

(iii) *Notices; Standards for Decisions and Determinations.* The Bank will promptly notify the District of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Bank will promptly notify the District of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.9(a)(iv). Any determination, decision or election that may be made by the Bank pursuant to this Section 2.9(a), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party to this Agreement or any other Program Document, except, in each case, as expressly required pursuant to this Section 2.9(a).

(iv) *Unavailability of Tenor of Benchmark.* Notwithstanding anything to the contrary herein or in any other Program Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Bank may modify the definition of “*Interest Period*” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Bank may modify the definition of “*Interest Period*” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) *Benchmark Unavailability Period.* Upon the District’s receipt of notice of the commencement of a Benchmark Unavailability Period, any outstanding principal on the Notes will be deemed to have been converted to bear interest at the Prime Rate immediately.

(vi) *No Adverse Effect Opinion.* The District shall cause a “*no adverse effect opinion*” of Bond Counsel to be delivered to the Bank on the applicable Benchmark Replacement Date each time a new Benchmark Replacement is determined and used to calculate the interest rate on the Notes under this Agreement.

(b) *Circumstances Affecting Benchmark Availability.* Subject to clause (a) above, if for any reason (i) the Bank shall determine (which determination shall be conclusive and binding absent manifest error) that reasonable and adequate means do not exist for ascertaining Daily Simple SOFR pursuant to the definition thereof or (ii) the Bank shall determine (which determination shall be conclusive and binding absent manifest error) that Daily Simple SOFR does not adequately and fairly reflect the cost to the Bank of purchasing the Notes, then, in each case, the Bank shall promptly give notice thereof to the District. Upon notice thereof by the Bank to the District, the Notes will be deemed to have been converted to bear interest at the Prime Rate immediately. Upon any such conversion, the District shall also pay accrued interest on the amount so converted.

(c) *Laws Affecting SOFR Availability.* If, after the date hereof, the introduction of, or any change in, any applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank (or its respective lending offices) with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for the Bank (or its respective lending offices) to honor its obligations hereunder, or to determine or charge interest based upon SOFR or Daily Simple SOFR, the Bank shall

promptly give notice thereof to the District (an “*Illegality Notice*”). Thereafter, until the Bank notifies the District that the circumstances giving rise to such determination no longer exist, the Notes shall bear interest at the Prime Rate.

Section 2.10. Security of Obligations.

(a) *Pledge.* The District hereby pledges and grants to the Bank, as collateral security for the payment by the District, when due, of all Obligations, the due and punctual observance and performance of all other obligations of the District under this Agreement, and the due and punctual observance and performance of the District’s obligations to the owners of the Notes arising under the Notes, an irrevocable lien on, pledge of and security interest in the amounts held in the Note Payment Fund until the amounts deposited therein are used for authorized purposes.

(b) *Security.* The Order creates a valid irrevocable lien on, pledge of, and security interest in the Pledged Revenues as security for all of the Notes and all action necessary to perfect the lien on, pledge of, and security interest of the Bank in such Pledged Revenues has been duly and validly taken. The District hereby pledges and grants to the Bank, as security for the payment by the District, when due, of all Obligations now or at any time hereafter owing to the Bank under this Agreement a lien on and security interest in the Pledged Revenues and the right to enforce certain remedies under the Order as described therein. The collateral security described in this Section 2.10(a) and (b) is referred to as the “Security.”

ARTICLE III

LIABILITY, INDEMNITY, AND PAYMENT

Section 3.1. Liability of the District. To the extent permitted by law, the District and the Bank agree that the obligation of the District to pay the Notes and the Obligations are contractual obligations of the District payable solely from the Pledged Revenues and shall not be affected by, and the Bank shall not be responsible for, among other things, (i) the validity, genuineness, or enforceability of this Agreement, the Notes, or documents, notices, or endorsements relating thereto on the part of the District (even if this Agreement or any documents, notices, or endorsements relating thereto on the part of the District should in fact prove to be in any and all respects invalid, fraudulent, or forged), (ii) the use to which the amounts disbursed by the Bank may be put, or (iii) any other circumstances or happenings whatsoever, whether or not similar to any of the foregoing.

Section 3.2. Indemnification by the District. (a) To the extent permitted by State law, the District shall indemnify the Bank and each Related Party of the Bank (each such Person being called an “*Indemnatee*”) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities, and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnatee), incurred by any Indemnatee or asserted against any Indemnatee by any Person (including the District) other than such Indemnatee and its Related Parties arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Program Document, or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder

or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Bank (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Program Documents (including in respect of any matters addressed in Section 3.1), (ii) the purchase of the Notes or the use or proposed use of the proceeds thereof, or (iii) any actual or prospective claim, litigation, investigation, or proceeding relating to any of the foregoing, whether based on contract, tort, or any other theory, whether brought by a third party or by the District, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities, or related expenses resulted from the negligence or willful misconduct of such Indemnitee.

(b) To the fullest extent permitted by applicable State law, the District shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential, or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Program Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds thereof. No Indemnitee referred to in subsection (a) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic, or other information transmission systems in connection with this Agreement or the other Program Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the negligence or willful misconduct of such Indemnitee.

(c) All amounts due under this Section shall be payable not later than thirty (30) days after receipt of an invoice.

(d) The obligations of the District under this Section 3.2 shall survive the termination of the Commitment and this Agreement.

Section 3.3. Increased Costs.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify, or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge, or similar requirement against assets of, deposits with, or for the account of, or credit extended or participated in by a Noteholder;

(ii) subject any Noteholder to any taxes on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities, or capital attributable thereto; or

(iii) impose on any Noteholder any other condition, cost, or expense affecting this Agreement or the Notes;

and the result of any of the foregoing shall be to increase the cost to any Noteholder with respect to this Agreement, the Notes, or the making, maintenance, or funding of the purchase price of the Notes, or to reduce the amount of any sum received or receivable by such Noteholder hereunder

(whether of principal, interest, or any other amount) then, upon request of such Noteholder, to the extent permitted by State law, the District will, pursuant to Section 3.3(c) hereof, pay to the such Noteholder such additional amount or amounts as will compensate such Noteholder for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If any Noteholder determines that any Change in Law affecting such Noteholder or any of its parent or holding companies, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Noteholder's capital or liquidity or on the capital or liquidity of such Noteholder's holding company, if any, as a consequence of this Agreement or the purchase of any Note hereunder, to a level below that which such Noteholder or such Noteholder's holding company could have achieved but for such Change in Law (taking into consideration such Noteholder's policies and the policies of its parent or holding company with respect to capital adequacy), then from time to time, to the extent permitted by law, the District will, pursuant to Section 3.3(c) hereof, pay to such Noteholder such additional amount or amounts as will compensate such Noteholder or its parent or holding companies, as applicable, for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of any Noteholder setting forth the amount or amounts necessary to compensate such Noteholder or its parent or its holding companies, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the District shall be conclusive absent manifest error. The District shall pay to the Bank (and if applicable, to the Bank on behalf of a Noteholder) the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of any Noteholder to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Noteholder's right to demand such compensation; *provided* that the District shall not be required to compensate any Noteholder pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Noteholder notifies the District of the Change in Law giving rise to such increased costs or reductions and of the Noteholder's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine (9) months period referred to above shall be extended to include the period of retroactive effect thereof).

Section 3.4. Taxes. If any payments to the Bank under this Agreement are made from outside the United States, the District will not deduct any foreign taxes from any payments it makes to the Bank. If any such taxes are imposed on any payments made by the District (including payments under this paragraph), the District will pay the taxes and will also pay to the Bank, at the time interest is paid, any additional amount which the Bank specifies as necessary to preserve the after-tax yield the Bank would have received if such taxes had not been imposed. The District will confirm that it has paid the taxes by giving the Bank official tax receipts (or notarized copies) within thirty (30) days after the due date.

Section 3.5. Maximum Rate; Default Rate. (a) Any and all amounts remaining unpaid when due under this Agreement shall bear interest at the Default Rate until repaid and shall be payable upon written demand. To the extent permitted by State law, any such amounts which

constitute interest remaining unpaid when due shall bear interest at the Default Rate until repaid and shall be payable upon written demand. Upon the occurrence and during the continuance of an Event of Default, the Obligations and the Notes shall bear interest at the Default Rate, which shall be payable by the District to the Bank pursuant to the terms of Section 2.5 hereof.

(b) In the event that the rate of interest payable hereunder or under the Notes shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof or the Notes, as applicable and (B) the Maximum Rate (the “*Excess Interest Amount*”), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof or the Notes, as applicable ceases to exceed the Maximum Rate, at which time the District shall pay to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder or under the Notes, such portion of the deferred Excess Interest Amount as will cause the rate of interest then paid to the Bank, to equal the Maximum Rate, which payments of deferred Excess Interest Amount shall continue to apply to such unpaid amounts hereunder or under the Notes until all deferred Excess Interest Amount is fully paid to the Bank. Notwithstanding the foregoing and to the extent permitted by State law, on the date on which no principal amount with respect to the Notes remains unpaid, the District shall pay to the Bank a fee equal to any accrued and unpaid Excess Interest Amount on such date; *provided that* such payment shall not cause interest to exceed the maximum net effective interest rate authorized under Chapter 1204, Texas Government Code, as amended; *provided further* that in no event shall interest accrue and be payable after such date.

(c) All amounts paid pursuant to this Agreement shall be non-refundable and shall be paid in immediately available funds.

Section 3.6. Liability of the Bank. To the extent permitted by State law, the District assumes all risks of the acts or omissions of the Paying Agent/Registrar with respect to the use of the Commitment and the purchase of Notes made pursuant thereto; provided that this assumption with respect to the Bank is not intended to and shall not preclude the District from pursuing such rights and remedies as it may have against the Paying Agent/Registrar under any other agreements. The Bank shall not be liable or responsible for (i) the use of the proceeds of the Notes or the transactions contemplated hereby and by the Program Documents or for any acts or omissions of the Paying Agent/Registrar, (ii) the validity, sufficiency, or genuineness of any documents determined in good faith by the Bank to be valid, sufficient or genuine, even if such documents shall, in fact, prove to be in any or all respects invalid, fraudulent, forged or insufficient, (iii) purchase of Notes by the Bank against presentation of Requests for Purchase for which the Bank in good faith has determined to be valid, sufficient, or genuine and which subsequently are found not to comply with the terms of this Agreement, or (iv) any other circumstances whatsoever in making or failing to make payment hereunder; provided that the District shall not be required to indemnify the Bank for any claims, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the negligence or willful misconduct of the Bank.

Section 3.7. Obligations Unconditional. The District’s obligation to repay the Notes and all of its respective Obligations under this Agreement shall be absolute and unconditional under

any and all circumstances, including without limitation: (a) any lack of validity or enforceability of this Agreement, the Notes, or any of the other Program Documents; (b) any amendment or waiver of or any consent to departure from all or any of the Program Documents; (c) the existence of any claim, set-off, defense, or other right which the District may have at any time against the Bank or any other person or entity, whether in connection with this Agreement, the other Program Documents, the transactions contemplated herein or therein or any unrelated transaction; or (d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing; and irrespective of any setoff, counterclaim or defense to payment which the District may have against any Noteholder or any other Person, including, without limitation, any defense based on the failure of any nonapplication or misapplication of the proceeds of Notes hereunder, and irrespective of the legality, validity, regularity, or enforceability of this Agreement, the Notes or any or all other Program Documents, and notwithstanding any amendment or waiver of (other than an amendment or waiver signed by the Bank explicitly reciting the release or discharge of any such obligation), or any consent to, or departure from, this Agreement, the Notes or any or all other Program Documents or any exchange, release, or nonperfection of any collateral securing the obligations of the District hereunder; *provided, however,* that nothing contained in this Section 3.7 shall abrogate or otherwise affect the rights of the District under this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1. Representations of the District. In order to induce the Bank to enter into this Agreement, the District represents and warrants to the Bank as follows:

(a) *Organization and Powers.* The District (a) is duly established and validly existing under the Constitution and laws of the State; (b) has all corporate powers and all material governmental licenses, authorizations, consents, and approvals required to carry on its business as now conducted; (c) has full legal right, power and authority to pledge the Pledged Revenues as security for its obligations under this Agreement; (d) had full legal right, power and authority to adopt the Order; (e) has full legal right, power and authority to execute, deliver, and perform this Agreement and the other Program Documents; and (f) has full legal right, power and authority to borrow and obtain extensions of credit hereunder, and to execute, deliver, and perform the Notes.

(b) *Authorization; Contravention.* The District has the corporate power, and has taken all necessary corporate action to authorize the Program Documents, and to execute, deliver, and perform its obligations under this Agreement and each of the other Program Documents in accordance with their respective terms. All Governmental Approvals necessary for the District to enter into this Agreement and the other Program Documents and to perform the transactions contemplated hereby and thereby and to conduct its business activities and own its property have been obtained and remain in full force and effect and are subject to no further administrative or judicial review. No other Governmental Approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due execution, delivery and performance by the District of this Agreement or the due execution, delivery, or performance by the District of the Program Documents.

(c) *Governmental Consent or Approval.* No consent of any Person and no license, approval or authorization of, or notice to or registration, filing or declaration with, any applicable Governmental Authority (other than any action that may be required under any state securities or blue sky laws) is required in connection with the adoption, performance, validity or enforceability of the Order, the issuance, validity or enforceability of the Notes, or the execution, delivery, performance, validity or enforceability of this Agreement or the other Program Documents or, if required, the same has been obtained and is in full force and effect or, if not yet obtained, will be obtained on or before the Closing Date and will be in full force and effect on such date, and true copies thereof have been, or will be, delivered to the Bank on or before the Closing Date.

(d) *Litigation.* There is no action, suit or proceeding pending in any court, any other Governmental Authority with jurisdiction over the District or any arbitration in which service of process has been completed against the District or, to the knowledge of the District, any other action, suit or proceeding pending or threatened in any court, any other Governmental Authority with jurisdiction over the District or any arbitrator, in either case against the District or any of the Program Documents, which is reasonably likely to result in a Material Adverse Effect, except any action, suit or proceeding which has been brought prior to the Closing Date as to which the Bank has received an opinion of counsel satisfactory to the Bank, in form and substance satisfactory to the Bank and the Bank's legal counsel, to the effect that such action, suit or proceeding is without substantial merit.

(e) *No Default.* No default by the District has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any District obligation. No bankruptcy, insolvency or other similar proceedings pertaining to the District or any agency or instrumentality of the District are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. No "default" or "event of default" under, and as defined in, any of the other Program Documents has occurred and is continuing. The District is not presently in default under any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect. The District is not in violation of any material term of the organizational documents or authorizing legislation applicable to the District or any material term of any bond indenture or agreement to which it is a party which could reasonably be expected to result in a Material Adverse Effect.

(f) *Financial Statements.* The audited financial statements for the Fiscal Year ended September 30, 2024, accompanied by the audit report of Whitley Penn, LLP, independent public accountants, heretofore furnished to the Bank, fairly present the financial condition of the District in all material respects as of such dates and the results of its operations for the period then ended in conformity with GAAP. Since the date of such audited financial statements, there has been no Material Adverse Change in the financial condition or operations of the District that could reasonably be expected to result in a Material Adverse Effect.

(g) *Margin Regulations.* The District will not use the proceeds from the issuance of any of the Notes in contravention of any Laws or of any Program Document. The District is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds from the issuance of any of the Notes will be used to purchase

or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock.

(h) *Complete and Correct Information.* All information, reports, and other papers and data with respect to the District furnished by the District to the Bank were, at the time the same were so furnished, correct in all material respects. Any financial, budget, and other projections furnished by the District to the Bank were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget, or other projections, and represented, and as of the date of this representation, represent (subject to the updating or supplementation of any such financial, budget, or other projections by any additional information provided to the Bank in writing, the representations contained in this Agreement being limited to financial, budget, or other projections as so updated or supplemented), in the judgment of the District, a reasonable, good faith estimate of the information purported to be set forth, it being understood that uncertainty is inherent in any projections and that no assurance can be given that the results set forth in the projections will actually be obtained. No fact is known to the District that materially and adversely affects or in the future may (as far as it can reasonably foresee) materially and adversely affect the security for any of the Notes or any of the other Obligations, or the ability of the District to repay when due the Obligations, that has not been set forth in the financial statements and other documents referred to in this Section 4.1(h) or in such information, reports, papers and data or otherwise disclosed in writing to the Bank. The documents furnished and statements made by the District in connection with the negotiation, preparation, or execution of this Agreement and the other Program Documents do not contain untrue statements of material facts or omit to state material facts necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(i) *Legal, Valid, and Binding Obligations.* This Agreement has been duly executed and delivered by one or more duly authorized officers of the District, and each of the Program Documents, when executed and delivered by the District will be, a legal, valid, and binding obligation of the District enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(j) *No Further Consent or Approval.* The execution, delivery, and performance of this Agreement and each of the other Program Documents in accordance with their respective terms do not and will not (i) require any consent or approval of any creditor of the District, (ii) violate any Laws (including, without limitation, Regulations T, U or X of the FRB, or any successor regulations), or (iii) conflict with, result in a breach of or constitute a default under any contract to which the District is a party.

(k) *Incorporation by Reference.* The representations and warranties of the District contained in the other Program Documents, together with the related definitions of terms contained therein, are hereby incorporated by reference in this Agreement as if each and every such representation and warranty and definition were set forth herein in its entirety, and the

representations and warranties made by the District in such Sections are hereby made for the benefit of the Bank. No amendment to or waiver of such representations and warranties or definitions made pursuant to the relevant Program Document or incorporated by reference shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Bank.

(l) *Security.* The Order creates a valid lien on, pledge of, and security interest in the Security as security for the repayment of the Obligations and all action necessary to perfect the lien on, pledge of, and security interest of the Bank in the Security has been duly and validly taken.

(m) *No Proposed Legal Changes.* There is no amendment, or to the knowledge of the District, proposed amendment to the Constitution of the State or any State Law or any administrative interpretation of the Constitution of the State or any State Law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to result in a Material Adverse Effect.

(n) *Proceeds.* The proceeds of the Notes will be applied by the District in accordance with the Order and none of the funds borrowed by virtue of this Agreement will be used in any manner or for any purpose except in the manner and for the purposes authorized by State law and the Order.

(o) *Solvency.* The District is, and upon the incurrence of any Note or any Obligation by the District on any date on which this representation and warranty is made will be, solvent and able to pay its debts as they become due.

(p) *Tax Exempt Status.* The District has not taken any action or omitted to take any action, and knows of no action taken by any Governmental Authority, which action, if taken or omitted, would adversely affect the exclusion of interest on the Notes from gross income for purposes of federal income taxation.

(q) *Compliance with Laws.* The District is in compliance with all Laws, except for such noncompliance that, singly or in the aggregate, has not caused or is not reasonably expected to cause a Material Adverse Effect.

(r) *No Public Vote or Referendum.* There is no public vote or referendum pending, proposed, or concluded, the results of which could reasonably be expected to result in a Material Adverse Effect.

(s) *Anti-Money Laundering and Anti-Corruption Laws; Sanctions.*

(i) The District has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure compliance with Anti-Money Laundering Laws and Anti-Corruption Laws. To the best of the District's knowledge, after due care and inquiry, the District is not under investigation for an alleged violation of Anti-Money Laundering Laws or Anti-Corruption Laws by a Governmental Authority that enforces such laws.

(ii) The District is not a Sanctioned Target. The District is not owned or controlled by, or is acting or purporting to act for or on behalf of, directly or indirectly, a Sanctioned Target. The District has instituted, maintain and comply with policies, procedures and controls reasonably designed to assure compliance with Sanctions. To the best of the District's knowledge, after due care and inquiry, the District is not under investigation for an alleged violation of Sanction(s) by a Governmental Authority that enforces Sanctions. The District shall notify the Bank in writing not more than one Business Day after first becoming aware of any breach of this Section.

ARTICLE V

CONDITIONS

Section 5.1. Closing Conditions. The Bank's obligations under this Agreement shall be conditioned upon the performance by the District of its obligations to be performed hereunder and the tender by the District of its performance at the Closing as described in this Section, which Closing shall not be completed unless the Bank shall receive at the time of the Closing the following:

(i) The Bank shall have received the following documents, each dated and in form and substance as is satisfactory to the Bank:

(A) the approving opinion of the Attorney General of Texas with respect to the proceedings authorizing issuance of the Notes and execution of this Agreement and matters related thereto;

(B) a counterpart of this Agreement, duly executed by the District and the Bank;

(C) a certificate of an Authorized Officer, certifying that all conditions precedent set forth in the Order with respect to issuance of the Notes shall have been satisfied;

(D) a certificate of an Authorized Officer, certifying the names and true signatures of the officers of the District authorized to sign this Agreement, the Notes, and the other Program Documents;

(E) such financial information, budgets, projections, investment policies and guidelines for permitted investments of the District provided to the Bank as the Bank has requested;

(F) the audited annual financial statements of the District for the Fiscal Year ended September 30, 2024, and a copy of the most recent budget of the District;

(G) an executed original or certified copy, as applicable, of each of the Program Documents; and

(H) a copy of the District's Investment Policy in effect on the Closing Date.

(ii) The Bank shall have received a written description of all actions, suits or proceedings pending or threatened against the District in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect with respect to the District, and such other statements, certificates, agreements, documents and information with respect thereto as the Bank may reasonably request. No law, regulation, ruling or other action of the United States, the State of Texas or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the District from fulfilling its obligations under this Agreement and the other Program Documents.

(iii) The Bank shall have received an opinion addressed to the Bank and dated the Closing Date from Co-Bond Counsel, in form and substance reasonably satisfactory to the Bank and its counsel, which provides for, among other opinions, the following: (1) the execution, delivery and performance by the District of this Agreement, the Notes and the other Program Documents are within the District's powers, have been duly authorized by all necessary action, and require no action by or in respect of, or filing with, any governmental body, agency or official that has not been accomplished, and (2) such other matters as the Bank may reasonably request, in form and substance satisfactory to the Bank and its counsel.

(iv) The following statement shall be true and correct on the Closing Date, and the Bank shall have received a certificate signed by an Authorized Officer dated the Closing Date, certifying that: (A) the representations and warranties of the District contained in each of the Program Documents and each certificate, letter, other writing or instrument delivered by the District to the Bank pursuant hereto or thereto are true and correct on and as of the Closing Date as though made on and as of such date; (B) no Default or Event of Default has occurred and is continuing or would result from the District's execution and delivery of this Agreement, or the acceptance of the Commitment by the District; (C) the audited annual financial statements of the District for the Fiscal Year ended September 30, 2024, including the balance sheet as of such date of said period, all examined and reported on by Whitley Penn, LLP, as heretofore delivered to the Bank correctly and fairly present the financial condition of the District as of said date and the results of the operations of the District for such period, have been prepared in accordance with GAAP consistently applied except as stated in the notes thereto; (D) since the release of the audited annual financial statements of the District for the Fiscal Year ended September 30, 2024, no Material Adverse Change with respect to the District has occurred prior to the Closing Date; (E) the acceptance of the Commitment by the District pursuant to this Agreement is an arm's length commercial transaction between the District and the Bank; (F) the District has consulted with its own respective legal and financial advisors in connection with the acceptance of the Commitment by the District pursuant to this Agreement; (G) the Bank has not acted as a fiduciary in favor of the District with respect to the Notes or the acceptance of the Commitment by the District; and (H) that all conditions in this Section 5.1 (other than (x) and (xi) (to the

extent of any law, regulation, ruling or other action of the State of New York or any political subdivision or authority therein) for which the District has no knowledge) have been satisfied.

(v) The Bank shall have received an opinion addressed to the Bank and dated the Closing Date of Co-Bond Counsel as to the exclusion of interest on the Notes from gross income for federal income tax purposes of the Bank, the pledge of Pledged Revenues securing the Notes and the Obligations constituting a valid pledge, and such other matters as the Bank may reasonably request, in form and substance satisfactory to the Bank and its counsel.

(vi) All necessary action on the part of the District shall have been taken as required for the assignment and pledge of a lien on the Pledged Revenues for the benefit of the Bank as described in Section 2.10 hereof.

(vii) All other legal matters pertaining to the execution and delivery of this Agreement, the Notes, and the Order shall be reasonably satisfactory to the Bank and its counsel.

(viii) No Note shall be registered with The Depository Trust Company or any other securities depository. No offering document or official statement shall be prepared with respect to the Notes.

(ix) The Bank shall have received such other documents, certificates, opinions, approvals and filings with respect to this Agreement, the Notes, and the other Program Documents as the Bank has requested of the District.

(x) No law, regulation, ruling, or other action of the United States, the State of New York or the State of Texas or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the Bank from fulfilling its obligations under this Agreement.

(xi) The District shall have received an opinion addressed to the District and dated the Closing Date of counsel to the Bank that this Agreement constitutes a valid, binding, and enforceable obligation against the Bank, in form and substance reasonably satisfactory to the District and Co-Bond Counsel.

(xii) The Bank shall have received a signed participation agreement with respect to at least 10% of the Available Commitment.

(xiii) Evidence that a CUSIP number has been obtained and reserved from Standard & Poor's CUSIP Service for the Notes which shall be obtained and paid for by the Bank.

(xiv) The Bank shall have received a closing fee of \$25,000.

Section 5.2. Certain Conditions to Bank's Obligations. The Bank has entered into this Agreement in reliance upon the representations and warranties of the District contained herein

and to be contained in the documents and instruments to be delivered at the Closing and at each Purchase, and upon the performance by the District of its obligations hereunder, as of the date hereof and as of the Closing Date and each Purchase Date. Accordingly, the Bank's obligations under this Agreement to purchase, to accept delivery of and to pay for the Notes shall be subject to performance by the District of its obligations to be performed hereunder and the delivery of the documents and instruments required to be delivered hereby at or prior to each Purchase, and shall also be subject to the following additional conditions:

(a) delivery to the Bank of a Request for Purchase executed by an Authorized Officer;

(b) the representations and warranties of the District contained herein shall be true, complete, and correct on the date hereof, on the Closing Date and on each Purchase Date;

(c) at the time of each Purchase, this Agreement and the Order shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified, or supplemented in any manner which will adversely affect (i) the ability of the District to issue the Notes or perform its obligations thereunder or under this Agreement, or (ii) the security for the Notes;

(d) both at the time of the Closing and at the time of each Purchase, all official action of the District relating to this Agreement, the Notes, and the Order shall have been taken and shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified, or supplemented in any material adverse respect;

(e) each Note requested to be purchased by the Bank shall be delivered to the Bank on the related Purchase Date purchased by the Bank pursuant to the terms hereof and shall be in an amount not less than \$25,000,000 and in an integral multiple of \$1,000 in excess thereof;

(f) the Bank will have no obligation to purchase any Note if, because of a Change in Law, such request to purchase Notes made by the District would be illegal. In such event, the District will have no liability whatsoever with respect to such request for purchase and the Bank will have no liability for its failure to so purchase if such failure is due to a Change in Law;

(g) at the time of each Purchase, no Default or Event of Default shall have occurred and be continuing;

(h) on the initial issuance date of a Note, delivery of an opinion dated such issuance date of Co-Bond Counsel as to the exclusion of interest on the Notes from gross income for federal income tax purposes of the Noteholder, the pledge of Pledged Revenues securing the Notes and the Obligations constituting a valid pledge, and such other matters as the Bank may reasonably request, in form and substance satisfactory to the Bank and its counsel;

(i) on the initial issuance date of a Note, delivery of an executed Tax Certificate, which shall include an Issue Price Certificate executed by the Bank; and

(j) on the initial issuance date of a Note, delivery of a copy of the related IRS Form 8038-G duly executed by the District to be filed with the Internal Revenue Service.

The submission by an Authorized Officer of a Request for Purchase in connection with each Purchase shall be deemed to be a representation and warranty by the District on the date of each such Purchase that the conditions specified in clauses (b) and (g) of this Section 5.2 have been satisfied on and as of such date.

Section 5.3. Satisfaction or Waiver of Conditions. All the opinions, letters, certificates, instruments, and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Bank, and the Bank shall have the right to waive any condition set forth in this Article V.

ARTICLE VI

COVENANTS

Section 6.1. Covenants of the District. The District covenants and agrees, from the date hereof and until the Termination Date and the payment in full of all Notes and Obligations, unless the Bank shall otherwise consent in writing:

(a) *Information.* The District will deliver to the Bank:

(i) *Annual Report.* As soon as available, and in any event within 270 days after the end of the Fiscal Year, the annual audited financial statements of the District together with the opinion of the District's independent accountants.

(ii) *Annual Budget.* As soon as available, and in any event within 60 days after the end of the Fiscal Year, the annual budget of the District.

(iii) *Additional Financial Information.* Additional financial information from time to time as may be reasonably requested by the Bank.

(iv) *Compliance Certificate.* In connection with the financial statements required to be delivered by the District pursuant to Section 6.1(a)(i) hereof, a Compliance Certificate in the form attached as Exhibit G signed by an Authorized Officer stating that no Event of Default or Default has occurred, or if such Event of Default or Default has occurred, specifying the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default.

(v) *Notices of Resignation of the Paying Agent/Registrar.* As promptly as practicable, written notice to the Bank of any resignation of the Paying Agent/Registrar immediately upon receiving notice of the same.

(vi) *Notice of Default; Event of Default; Participant Agreement Event of Default; Interconnection Agreement Event of Default.* (i) Promptly upon obtaining knowledge of any Default, Event of Default, or notice thereof, and in any event within five (5) days thereafter, a certificate signed by an Authorized Officer specifying in reasonable detail the nature and period of existence thereof and what action the District

has taken or proposes to take with respect thereto; and (ii) promptly following a written request of the Bank, a certificate of an Authorized Officer as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement.

(vii) *Litigation.* As promptly as practicable, written notice to the Bank of all actions, suits or proceedings pending or threatened against the District before any arbitrator of any kind or before any court or any other Governmental Authority which could reasonably be expected to result in a Material Adverse Effect.

(viii) *Amendments.* Promptly after the adoption thereof and to the extent is not required to receive and make notice of the same, copies of any amendments to the Program Documents.

(ix) *Other Information.* Such other information regarding the business affairs, financial condition, and/or operations of the District as the Bank may from time to time reasonably request.

(b) *Proceeds of the Notes.* None of the proceeds of the Notes will be used in any manner or for any purpose except in the manner and for the purposes authorized by State law, this Agreement, and the Order. The District shall not use the proceeds of the Notes, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry Margin Stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System) or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose, in each case in violation of, or for a purpose which violates, or would be inconsistent with, Regulation T, U or X of the Board of Governors of the Federal Reserve System.

(c) *No Amendment of Program Documents.* The District shall not modify, amend, or consent to any modification, amendment, or waiver in any material respect of any Program Document without the prior written consent of the Bank.

(d) *Additional Indebtedness.* It will use its best efforts and with due diligence endeavor to sell a sufficient amount of additional indebtedness in order to have funds available, together with other moneys available for such purpose, to pay all amounts owed to the Bank under this Agreement.

(e) *Taxes and Liabilities.* The District will pay all of its indebtedness and obligations promptly and in accordance with its terms and pay and discharge or cause to be paid and discharged promptly all taxes, assessments, and governmental charges or levies imposed upon it or upon its income and profits, or upon any of its property, real, personal, or mixed, or upon any part thereof, before the same shall become in default except for those matters which are reasonably being contested in good faith by appropriate action or proceedings or for which the District has established adequate reserves in accordance with GAAP.

(f) *Supplemental Orders and Further Assurances.* The District will at any and all times, insofar as it may be authorized so to do by law, pass, make, do execute, acknowledge, and deliver all and every such further resolutions, acts, assignments, recordings, filings, transfers, and assurances as may be necessary or desirable for the better assuring, conveying, granting,

assigning, and confirming all and singular the rights, revenues, and other funds and the Security pledged or assigned to the payment of the Notes, or intended so to be, of which the District may become bound to pledge or assign.

(g) *Performance and Compliance with Other Covenants.* The District agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Order and each of the other Program Documents, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety all of which shall be deemed to be made for the benefit of the Bank and shall be enforceable against the District. To the extent that any such incorporated provision permits the District or any other party to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to the District or any other party, for purposes of this Agreement, such provision shall be complied with unless it is specifically waived by the Bank in writing and such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank which shall only be evidenced by the written approval by the Bank of the same. No termination or amendment to such covenants and agreements or defined terms or release of the District with respect thereto made pursuant to the Order or any of the other Program Documents, shall be effective to terminate or amend such covenants and agreements and defined terms or release the District with respect thereto in each case as incorporated by reference herein without the prior written consent of the Bank. Notwithstanding any termination or expiration of the Order or any such other Program Document, the District shall continue to observe the covenants therein contained for the benefit of the Bank until the termination of this Agreement and the payment in full of the Notes and all other Obligations. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

(h) *Compliance with Rules and Regulations.* The District shall comply with all laws, ordinances, orders, rules, and regulations of duly constituted public authorities which if not complied with would have a Material Adverse Effect with respect to the District. Notwithstanding the foregoing, the District shall comply with Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws.

(i) *Investment Policy.* The District will comply with the District's Investment Policy and State law with respect to investments.

(j) *Preservation of Existence, Etc.* The District shall maintain its existence and preserve and keep in force and effect all licenses, permits, franchises and qualifications necessary to the proper conduct of its operations. The District will not amend any constituting document or any agreement governing its operations or management in a manner that could have a Material Adverse Effect with respect to the District.

(k) *Exempt Status.* The District shall not take any action or omit to take any action that, if taken or omitted, would adversely affect the excludability of interest on the Notes from the gross income of the holders thereof for purposes of federal income taxation.

(l) *Further Assurances.* The District shall promptly upon request by the Bank, execute and deliver such further documents and do such other acts and things as the Bank may reasonably request in order to effect fully the purposes of this Agreement and the other Program Documents, and to provide for payment of the Notes and the Obligations and for granting the pledge of the Security in accordance with the terms of this Agreement and the other Program Documents.

(m) *Offering Document.* The District shall not refer to the Bank in any offering document or make any changes in reference to the Bank in any offering document without the Bank's prior written consent thereto, such consent not to be unreasonably withheld.

(n) *Accuracy of Information.* All data, certificates, reports, documents and other information furnished to the Bank, whether pursuant to this Agreement, or in connection with or pursuant to an amendment or modification of, or waiver under, this Agreement shall, at the time the same are so furnished, (i) be complete and correct in all material respects to the extent necessary to give the Bank true and accurate knowledge of the subject matter thereof, and (ii) not contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading, and the furnishing of the same to the Bank shall constitute a representation and warranty by the District to that effect. Each financial statement furnished to the Bank, whether pursuant to this Agreement, or in connection with or pursuant to an amendment or modification of, or waiver under, this Agreement, shall, at the time the same is so furnished, fairly present the financial condition and results of operations of the District.

(o) *Paying Agent/Registrar.* No substitution of the Paying Agent/Registrar shall occur without the prior written consent of the Bank.

(p) *Total Outstanding.* At no time shall the District permit the aggregate principal amount of all Notes outstanding and unpaid to exceed the Commitment.

(q) *Anti-Money Laundering Laws and Anti-Corruption Laws; Sanctions.*

(i) The District shall not use any of the proceeds of the Notes to fund, finance or facilitate any activities, business or transactions that would be prohibited by Anti-Money Laundering Laws or Anti-Corruption Laws.

(ii) The District shall not use any of the proceeds of the Notes to fund, finance or facilitate any activities, business or transactions: (A) that are prohibited by Sanctions, (B) that would be prohibited by U.S. Sanctions if conducted by a U.S. Person, or (C) that would be prohibited by Sanctions if conducted by the Bank, or any other party to this Agreement. The District shall notify the Bank in writing not more than one Business Day after first becoming aware of any breach of this Section.

(r) *Source of Repayment and Collateral.* The District shall not fund any repayment of the Notes with proceeds, or provide as collateral any property, that is directly or indirectly derived from any transaction or activity that is prohibited by Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, or that could otherwise cause the Bank or any other party to this

Agreement to be in violation of Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws.

(s) *Other Agreements.* In the event that the District shall, directly or indirectly, enter into or otherwise consent to any Bank Agreement which such Bank Agreement provides such Person with different or more restrictive covenants, different or additional events of default and/or greater rights and remedies than are provided to the Bank in this Agreement, the District shall provide the Bank with a copy of each such Bank Agreement and such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies as if specifically set forth herein. The District shall promptly enter into an amendment to this Agreement to include different or more restrictive covenants, different or additional events of default and/or greater rights and remedies; provided that the Bank shall have and maintain the benefit of such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies even if the District fails to provide such amendment.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of Law) shall be an “Event of Default” hereunder, unless waived in writing by Bank:

(a) the District shall fail to pay the principal of or interest on any Note when due (whether by scheduled maturity, required prepayment, redemption or otherwise);

(b) the District shall fail to pay any Obligation (other than the obligation to pay the principal of or interest on the Notes or) when due and such failure shall continue for three (3) Business Days;

(c) any representation or warranty made by or on behalf of the District in this Agreement or in any other Program Document or in any certificate or statement delivered hereunder or thereunder shall be incorrect or untrue in any material respect when made or deemed to have been made or delivered;

(d) the District shall default in the due performance or observance of any of the covenants set forth in Sections 6.1(a), (d), (j), (o), (q) or (r) hereof;

(e) the District shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement or any other Program Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof;

(f) the District shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) become insolvent or shall not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due, (iii)

make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any corporate action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 7.1(g) of this Agreement;

(g) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the District or any substantial part of its property, or a proceeding described in Section 7.1(f)(v) shall be instituted against the District and such proceeding continues undischarged or any such proceeding continues undismissed or unstayed for a period of sixty (60) or more days;

(h) (i) a debt moratorium, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest on any debt of the District by the District or any Governmental Authority with appropriate jurisdiction or (ii) a debt restructuring is imposed on the repayment when due and payable of the principal of or interest on any debt of the District by any Governmental Authority with appropriate jurisdiction;

(i) (i) any provision of this Agreement or any other Program Document related to (A) payment of principal of or interest on the Notes, or (B) the validity or enforceability of the pledge of the Security or any other pledge or security interest created by the Order shall at any time for any reason cease to be valid and binding on the District as a result of any legislative or administrative action by a Governmental Authority with competent jurisdiction, or shall be declared, in a final nonappealable judgment by any court of competent jurisdiction, to be null and void, invalid or unenforceable; or

(ii) the validity or enforceability of any material provision of this Agreement or any other Program Document related to (A) payment of principal of or interest on the Notes, or (B) the validity or enforceability of the pledge of the Security or any other pledge or security interest created by the Order shall be publicly contested by the District; or

(iii) any other material provision of this Agreement or any other Program Document, other than a provision described in clause (i) above, shall at any time for any reason cease to be valid and binding on the District or shall be declared in a final nonappealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the District;

(j) dissolution or termination of the existence of the District;

(k) any “event of default” under any Program Document (as defined respectively therein) shall have occurred;

(l) any of Fitch, Moody’s and S&P shall have downgraded its rating of any long-term unenhanced Parity Debt of the District to or below “BBB” (or its equivalent), “Baa2” (or its equivalent), or “BBB” (or its equivalent) respectively, or suspended or withdrawn its rating of the same due to credit related reasons;

(m) default by the District in the payment of any of its bonds, notes, or other indebtedness when due, or within any applicable grace period, or the occurrence of any event under any resolution or instrument giving rise to any such indebtedness which results in or would entitle the obligee thereof or a trustee on behalf of such obligee to pursue any remedies against the District, including the right to declare the acceleration of any maturity thereof, or upon the lapse of time or the giving of notice or both would entitle the obligee thereof or a trustee on behalf of such obligee to accelerate any maturity thereof; or

(n) any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, in an aggregate amount in excess of \$25,000,000 (after taking into account the amount of any available insurance coverage with written acknowledgement of such coverage having been provided by the provider of such insurance coverage to the Bank) shall be entered or filed against the District or against any of its property and remain unpaid, unvacated, unbonded or unstayed for a period of sixty (60) days.

Section 7.2. Remedies. (a) If an Event of Default shall occur and be continuing, the Bank may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(i) by written notice to the Paying Agent/Registrar and the District, terminate the Available Commitment (with notice of termination provided in the form of Exhibit C hereto) and declare the outstanding amount of the Obligations under this Agreement to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue; provided, however, that such amounts shall not be due prior to the earlier of (x) the date on which the District has unrestricted legally available funds appropriated to make payment thereof, and (y) February 1 of the calendar year immediately following the date the District next adopts an order levying ad valorem taxes for the payment thereof;

(ii) deliver a written notice to the Paying Agent/Registrar and the District that an Event of Default has occurred and is continuing and direct the Paying Agent/Registrar and the District, as applicable, to take such other remedial action as is provided for in the Order;

(iii) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Program Documents or to enforce

performance or observance of any obligation, agreement or covenant of the District under the Program Documents, whether for specific performance of any agreement or covenant of the District or in aid of the execution of any power granted to the Bank in the Program Documents;

(iv) at the expense of the District, cure any Default, Event of Default or event of nonperformance hereunder or under any Program Document; provided, however, that the Bank shall have no obligation to effect such a cure; and

(v) exercise, or cause to be exercised, any and all remedies as it may have under the Program Documents (other than as provided for in clause (ii) of this Section 7.2(a)) and as otherwise available at law and at equity.

Section 7.3. Suits at Law or in Equity and Mandamus. If any Event of Default shall occur, then and in every such case the Bank shall be entitled to proceed to protect and enforce its rights by such appropriate judicial proceeding as it may deem most effectual to protect and enforce any such right, either by suit, in equity, or by action at law, whether for the specific performance of any covenant or agreement contained in this Agreement, in aid of the exercise of any power granted in this Agreement, or to enforce any other legal or equitable right vested in the Bank by this Agreement, the Notes or by law. The provisions of this Agreement shall be a contract with each and every Noteholder and the duties of the District shall be enforceable by any Noteholder by mandamus or other appropriate suit, action, or proceeding in any court of competent jurisdiction.

Section 7.4. No Waiver. No failure on the part of Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. No delay or omission by the Bank in the exercise of any right, remedy, or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Bank or to be acquiescence therein. No express or implied waiver by the Bank of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

Section 7.5. Discontinuance of Proceedings. In case the Bank shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Program Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Bank shall have the unqualified right so to do and, in such event, the District and the Bank shall be restored to their former positions with respect to the Obligations, the Program Documents and otherwise, and the rights, remedies, recourse and powers of the Bank hereunder shall continue as if the same had never been invoked.

ARTICLE VIII

GENERAL

Section 8.1. Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be mailed by first-class mail, registered or certified, return receipt requested, or express mail, postage prepaid, or sent by email, telex, telegram, telecopy or other similar form of rapid transmission confirmed by mailing (by first-class mail, registered or certified, return receipt requested, or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party; provided that each Request for Purchase shall be sent via e-mail. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other address or numbers as shall be designated by such party in a written notice to the other parties.

If to the District: College of the Mainland
1200 Amburn Road
Texas City, Texas 77591
Attention: President

If to the Bank: Wells Fargo Municipal Capital Strategies, LLC
c/o Wells Fargo Bank, National Association
111 Congress Avenue, Floor 11
Austin, Texas 78701
Attention: Brenda Pollard
Telephone: (512) 344-6711
Email: Brenda.pollard@wellsfargo.com

With a copy to:

Wells Fargo Municipal Capital Strategies, LLC
c/o Wells Fargo Bank, National Association
10900 Research Boulevard, 2nd Floor
Austin, Texas 78759
Attention: Steve Stearns
Telephone: (737) 781-8020
Email: steven.l.stearns@wellsfargo.com

Section 8.2. Successors and Assigns; Participations; Certain Pledges.

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the District, its successors, transferees and assigns and shall inure to the benefit of the Noteholders and their respective permitted successors, transferees and assigns. The District may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank. Each Noteholder may, in its sole discretion and in accordance with applicable law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Notes and the other Program Documents in accordance with the

provisions of paragraph (b) or (c) of this Section. Each Noteholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Noteholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section. Wells Fargo Municipal Capital Strategies, LLC shall be the Bank hereunder until such time as the Majority Noteholder designates an alternate Person to serve as the Bank hereunder by delivery of written notice to the District and the Paying Agent/Registrar and such Person accepts and agrees to act as the Bank hereunder and under the Program Documents. The Majority Noteholder may so designate an alternate Person to act as the Bank from time to time. Upon acceptance and notification thereof to the District and the Paying Agent/Registrar, the successor to the Bank for such purposes shall thereupon succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Bank, and Wells Fargo Municipal Capital Strategies, LLC or any other Person being replaced as the Bank shall be discharged from its duties and obligations as the Bank hereunder.

(b) *Sales and Transfers by Noteholder to a Bank Transferee.* Without limitation of the foregoing generality, a Noteholder may at any time sell or otherwise transfer to one or more transferees all or a portion of the Notes in Authorized Denominations to a Person that is (i) an Affiliate of the Bank or (ii) a trust or other custodial arrangement established by the Bank or an Affiliate of the Bank, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act (each, a “*Bank Transferee*”). From and after the date of such sale or transfer, Wells Fargo Municipal Capital Strategies, LLC (and its successors) shall continue to have all of the rights of the Bank hereunder and under the other Program Documents as if no such transfer or sale had occurred; provided, however, that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Bank hereunder, (B) the District and the Paying Agent/Registrar shall be required to deal only with the Bank with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Bank shall be entitled to enforce the provisions of this Agreement against the District.

(c) *Sales and Transfers by Noteholder to a Non-Bank Transferee.* Without limitation of the foregoing generality, a Noteholder may at any time sell or otherwise transfer all or a portion of the Notes in Authorized Denominations to one or more transferees which are not Bank Transferees but each of which constitutes (i) a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act, and (ii) a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this clause (c), of not less than \$5,000,000,000 (each a “*Non-Bank Transferee*”) if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the District, the Paying Agent/Registrar and the Bank (if different than the Noteholder) by such selling Noteholder and Non-Bank Transferee, and (B) the Non-Bank Transferee shall have delivered to the District, the Paying Agent/Registrar and the selling Noteholder, an investment letter in substantially the form attached as Exhibit F to this Agreement (the “*Investor Letter*”).

From and after the date the District, the Paying Agent/Registrar and the selling Noteholder have received written notice and an executed Investor Letter, (A) the Non-Bank Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Noteholder hereunder and under the other Program Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Bank Transferee, and any reference to the assigning Noteholder hereunder and under the other Program Documents shall thereafter refer to such transferring Noteholder and to the Non-Bank Transferee to the extent of their respective interests, and (B) if the transferring Noteholder no longer owns any Notes, then it shall relinquish its rights and be released from its obligations hereunder and under the Program Documents.

(d) *Participations.* Each Noteholder shall have the right to grant participations in all or a portion of such Noteholder's interest in the Notes, this Agreement and the other Program Documents to one or more other banking institutions; provided, however, that (i) no such participation by any such participant shall in any way affect the obligations of the Bank hereunder and (ii) the District and the Paying Agent/Registrar shall be required to deal only with the Bank, with respect to any matters under this Agreement, the Notes and the other Program Documents and no such participant shall be entitled to enforce any provision hereunder against the District. The District agrees that each participant shall be entitled to the benefits of Sections 3.2, 3.3, 3.4 and 3.6 hereof to the same extent as if it were a Noteholder hereunder; provided, however, that a participant shall not be entitled to receive any greater payment under Sections 3.3 and 3.4 than such Noteholder would have been entitled to receive with respect to the participation sold to such participant, unless the sale of the participation to such participant is made with the District's prior written consent.

(e) *Certain Pledges.* In addition to the rights of the Bank set forth above, the Bank may at any time pledge, grant or assign a security interest in all or any portion of its rights or interests under the Notes, this Agreement and/or the Program Documents to secure obligations of the Bank or an Affiliate of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; provided that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

Section 8.3. Amendments. Any provision of this Agreement may be amended or modified if, but only if, such amendment or modification is in writing and is signed by the District and the Bank.

Section 8.4. Governing Law; Jurisdiction; Etc. (a) THIS AGREEMENT AND THE OTHER PROGRAM DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT (EXCEPT, AS TO ANY OTHER PROGRAM DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS.

(a) *Submission to Jurisdiction.* EACH OF THE BANK AND THE DISTRICT IRREVOCABLY AND UNCONDITIONALLY AGREE THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST A PARTY IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF TEXAS SITTING IN GALVESTON COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF TEXAS, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH TEXAS STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) *Waiver of Venue.* EACH OF THE PARTIES HEREAFTER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (A) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) *Service of Process.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.1. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 8.5. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER PROGRAM DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER PROGRAM

DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 8.7. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

Section 8.8. Survival of this Agreement. All covenants, agreements, representations and warranties made in this Agreement shall survive the extension by the Bank of the Commitment and shall continue in full force and effect so long as the Commitment shall be unexpired or any sums drawn or due thereunder or any other obligations shall be outstanding and unpaid, regardless of any investigation made by any Person and so long as any amount payable hereunder remains unpaid. The agreement of the District to indemnify the Bank and each Indemnatee under Section 3.2 hereof shall continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. The obligations of the District under Sections 2.6(a), 2.8, and 3.3 hereof shall also continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. Whenever in this Agreement the Bank is referred to, such reference shall be deemed to include the successors and assigns of the Bank and all covenants, promises and agreements by or on behalf of the District which are contained in this Agreement shall inure to the benefit of the successors and assigns of the Bank.

Section 8.9. Effectiveness. This Agreement shall become effective upon the execution by the Bank and the acceptance hereof by the District.

Section 8.10. No Personal Liability. None of the District's governing body members, officers, employees, or agents (including, without limitation, any person executing this Agreement) shall be liable personally for any Obligation or be subject to any personal liability or accountability by reason of the District's issuance of any Note or for the District entering into this Agreement.

Section 8.11. USA Patriot Act. The Bank is subject to the Patriot Act and hereby notifies the District that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the District, which information includes the name and address of the District and other information that will allow the Bank to identify the District in accordance with the Patriot Act. The District shall, promptly following a request by the Bank, provide all documentation and other information that the Bank requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section 8.12. Notice of Final Agreement. THIS AGREEMENT AND ALL OTHER PROGRAM DOCUMENTS RELATING TO THE INDEBTEDNESS EVIDENCED HEREBY CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS AGREEMENT AND THE INDEBTEDNESS EVIDENCED HEREBY.

Section 8.13. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Program Document), the District acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) the services regarding this Agreement provided by the Bank and any Affiliate thereof are arm's-length commercial transactions between the District, on the one hand, and the Bank and its Affiliates, on the other hand, (ii) the District has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the District is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Program Documents; (b) (i) the Bank and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the District, or any other Person and (ii) neither the Bank nor any of its Affiliates has any obligation to the District with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Program Documents; and (c) the Bank and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the District, and neither the Bank nor any of its Affiliates has any obligation to disclose any of such interests to the District. To the fullest extent permitted by law, the District, hereby waives and releases any claims that it may have against the Bank or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Section 8.14. Verifications of Statutory Representations and Covenants. The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “*Government Code*”), in entering into this Agreement. As used in such verifications and representations, “affiliate” means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification or representation contained in this Section 8.14 during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) *Not a Sanctioned Company.* The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) *No Boycott of Israel.* The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities.* The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

(d) *No Boycott of Energy Companies.* The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 8.15. Exemption From Section 2252.908, Texas Government Code. The Bank hereby warrants and represents to the District that it is a publicly traded business entity or a wholly owned subsidiary of such a business entity.

Section 8.16. Attorney General Standing Letter. The Bank hereby confirms that it has on file with the Texas Attorney General a standing letter addressing the representations and verifications in Section 8.14 of this Agreement in a form acceptable to the Texas Attorney

General. In addition, the Bank's liability for breach of any of the representations and covenants contained in Section 8.14 of this Agreement shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

Section 8.17. Electronic Execution of Certain Documents. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Communication"), including Communications required to be in writing, may, if agreed by the Bank, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf. The District agrees that any Electronic Signature (including, without limitation, facsimile or .pdf) on or associated with any Communication shall be valid and binding on the District to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the District enforceable against the District in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the Bank. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Bank may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("*Electronic Copy*"), which shall be deemed created in the ordinary course of the Bank's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Bank is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Bank pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Bank has agreed to accept such Electronic Signature, the Bank shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Bank any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 8.18. Business Purpose. The District represents and warrants that each credit subject hereto is made for (a) a business, commercial, investment, agricultural or other similar purpose, (b) the purpose of acquiring or carrying on a business, professional or commercial activity, or (c) the purpose of acquiring any real or personal property as an investment and not primarily for a personal, family or household use.

Section 8.19. EMMA Postings. In the event the District files with EMMA this Agreement, the other Program Documents or any description of the material terms hereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms set forth in this Agreement or the other Program Documents, either voluntarily or as

required pursuant to a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “*Rule*”) (each such posting, an “*EMMA Posting*”), the District shall (a) provide the Bank with a copy of each EMMA Posting prior to submitting or posting on EMMA and (b) shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The District acknowledges and agrees that although the Bank may request review, edits or redactions of such materials prior to filing, the Bank is not responsible for the District’s or any other entity’s (including, but not limited to, any broker-dealer’s) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule.

Section 8.20. US QFC Stay Rules.

(a) *Recognition of U.S. Resolution Regimes.* In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement and the other Program Documents (and any interest and obligation in or under this Agreement and the other Program Documents and any property securing this Agreement and the other Program Documents) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement and the other Program Documents (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement and the other Program Documents are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement and the other Program Documents were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.* Notwithstanding anything to the contrary in this Agreement or any other Program Document, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement and the other Program Documents that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement and the other Program Documents shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

[Signature Pages Follow]

WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC

By: _____
Name: Brian Goins
Title: Vice President

COLLEGE OF THE MAINLAND

By: _____
Name: _____
Title: _____

EXHIBIT A

[FORM OF REQUEST FOR PURCHASE]

REQUEST FOR PURCHASE

[DATE]

Wells Fargo Municipal Capital Strategies, LLC
c/o Wells Fargo Bank, National Association
111 Congress Avenue, Floor 11
Austin, Texas 78701
Attention: Brenda Pollard
Telephone: (512) 344-6711
Email: Brenda.pollard@wellsfargo.com

Amegy Bank, as Paying Agent/Registrar
[]
[]
Attention: []
Telephone: []
Email: []

With a copy to:

Wells Fargo Municipal Capital Strategies, LLC
c/o Wells Fargo Bank, National Association
10900 Research Boulevard, 2nd Floor
Austin, Texas 78759
Attention: Steve Stearns
Telephone: (737) 781-8020
Email: steven.l.stearns@wellsfargo.com

Ladies and Gentlemen:

The undersigned, an Authorized Officer, refers to the Note Purchase Agreement dated as of November 17, 2025 (together with any amendments or supplements thereto, the “*Agreement*”), between College of the Mainland (the “*District*”) and Wells Fargo Municipal Capital Strategies, LLC (the “*Bank*”) (the terms defined therein being used herein as therein defined) and hereby requests, pursuant to Section 2.3 of the Agreement, that the Bank make a Purchase of Notes under the Agreement, and in that connection sets forth below the following information relating to such Purchase (the “*Proposed Purchase*”):

1. The Business Day of the Proposed Purchase is _____, 202__ (the “*Purchase Date*”), which is at least three Business Days after the date hereof.
2. The principal amount of the Proposed Purchase of a Note is \$ _____, which is not greater than the Available Commitment as of the Purchase Date set forth in 1 above.
3. The aggregate amount of the Proposed Purchase shall be used solely for the purposes permitted in the Order and the Agreement.

4. The Note Maturity Date shall be _____, 202__ (such date shall not be later than the earlier of (i) the Commitment Expiration Date and (ii) three hundred sixty-four (364) days from the Purchase Date).

5. The interest rate for the Proposed Purchase shall be the Note Rate.

6. After giving effect to the Proposed Purchase, the aggregate principal amount of all Notes outstanding under the Agreement will not exceed the Commitment.

7. The Paying Agent/Registrar is directed to authenticate and provide an electronic copy of the Note to the Bank and the District on or before the Business Day immediately preceding the Purchase Date, and thereafter to issue and hold the authenticated Note for the benefit of the Bank, consistent with the instructions herein pursuant to the Order, the Agreement, and the Paying Agent/Registrar Agreement.

8. The District makes the representations set forth in the Order as if set forth in this request. Further, the District certifies that it has identified the specific projects to be financed or refinanced with the Notes contemplated by this request and in other documentation of the District and the District has been generally advised by Bond Counsel that projects similar to such projects constitute Project Costs.

The submission of this Request for Purchase constitutes a representation and warranty that the conditions specified in Section 5.2 of the Agreement have been satisfied on and as of the date hereof.

The Proposed Purchase shall be made by the Bank by wire transfer of immediately available funds to the undersigned in accordance with the instructions set forth in the Direction Letter.

Very truly yours,

COLLEGE OF THE MAINLAND

By: _____
Name: _____
Title: _____

EXHIBIT B

[FORM OF REQUEST FOR EXTENSION]

REQUEST FOR EXTENSION

[DATE]

Wells Fargo Municipal Capital Strategies, LLC
c/o Wells Fargo Bank, National Association
111 Congress Avenue, Floor 11
Austin, Texas 78701
Attention: Brenda Pollard
Telephone: (512) 344-6711
Email: Brenda.pollard@wellsfargo.com

Amegy Bank, as Paying Agent/Registrar
[]
[]
Attention: []
Telephone: []
Email: []

With a copy to:

Wells Fargo Municipal Capital Strategies, LLC
c/o Wells Fargo Bank, National Association
10900 Research Boulevard, 2nd Floor
Austin, Texas 78759
Attention: Steve Stearns
Telephone: (737) 781-8020
Email: steven.l.stearns@wellsfargo.com

Ladies and Gentlemen:

Reference is made to the Note Purchase Agreement dated as of November 17, 2025 (together with any amendments or supplements thereto, the “*Agreement*”) between College of the Mainland (the “*District*”) and Wells Fargo Municipal Capital Strategies, LLC (the “*Bank*”). All terms defined in the Agreement are used herein as defined therein.

The District hereby requests, pursuant to Section 2.10 of the Agreement, that the Commitment Expiration Date with respect to the Available Commitment as of the date hereof be extended by ___ to ___, ___. Pursuant to such Section 2.10, we have enclosed with this request the following information:

1. a reasonably detailed description of any and all Defaults that have occurred and are continuing;
2. confirmation that all representations and warranties of the District as set forth in Article IV of the Agreement and each Program Document are true and correct as though made on the date hereof and that no Default or Event of Default has occurred and is continuing on the date hereof; and

3. any other pertinent information previously requested by the Bank.

The Bank is asked to notify the District of its decision with respect to this request within 30 days of the date of receipt hereof. If the Bank fails to notify the District of the Bank's decision within such 30-day period, the Bank shall be deemed to have rejected such request.

Very truly yours,

COLLEGE OF THE MAINLAND

By: _____
Name: _____
Title: _____

EXHIBIT C

[FORM OF NOTICE OF TERMINATION]

NOTICE OF TERMINATION

[DATE]

College of the Mainland
1200 Amburn Rd.
Texas City, Texas 77591
Attention: President

Amegy Bank, as Paying Agent/Registrar

[]

[]

Attention: []

Telephone: []

Email: []

Ladies and Gentlemen:

We refer to the Note Purchase Agreement dated as of November 17, 2025 (together with any amendments or supplements thereto, the “*Agreement*”), between College of the Mainland (the “*District*”) and Wells Fargo Municipal Capital Strategies, LLC (the “*Bank*”). Any term below that is defined in the Agreement shall have the same meaning when used herein.

We hereby notify you that an Event of Default has occurred under Section 7.1__ of the Agreement. As a result, unless and until you have been advised otherwise by us:

1. The Available Commitment **[has been automatically]/[is hereby]** reduced to \$0.00 and the Bank has no further obligation to purchase Notes under the Agreement; and

2. The Commitment **[has been automatically]/[is]** terminated and will no longer be reinstated.

IN WITNESS WHEREOF, we have executed and delivered this Notice as of the ____ day of _____, 20__.

Very truly yours,

WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC

By: _____

Name: _____

Title: _____

EXHIBIT D

[FORM OF NOTICE OF TERMINATION OR REDUCTION]

NOTICE OF TERMINATION OR REDUCTION

Wells Fargo Municipal Capital Strategies, LLC
c/o Wells Fargo Bank, National Association
111 Congress Avenue, Floor 11
Austin, Texas 78701
Attention: Brenda Pollard
Telephone: (512) 344-6711
Email: Brenda.pollard@wellsfargo.com

Amegy Bank, as Paying Agent/Registrar
[]
[]
Attention: []
Telephone: []
Email: []

With a copy to:

Wells Fargo Municipal Capital Strategies, LLC
c/o Wells Fargo Bank, National Association
10900 Research Boulevard, 2nd Floor
Austin, Texas 78759
Attention: Steve Stearns
Telephone: (737) 781-8020
Email: steven.l.stearns@wellsfargo.com

Ladies and Gentlemen:

Re: Note Purchase Agreement dated as of November 17, 2025

College of the Mainland (the “*District*”), through its undersigned, an Authorized Officer, hereby certifies to Wells Fargo Municipal Capital Strategies, LLC (the “*Bank*”), with reference to the Note Purchase Agreement dated as of November 17, 2025 (together with any amendments or supplements thereto, the “*Agreement*”), between the District and the Bank (the terms defined therein and not otherwise defined herein being used herein as therein defined):

[(1) The District hereby informs you that the Commitment is terminated in accordance with the Agreement.]

OR

[(1) The District hereby informs you that the Available Commitment is reduced from [insert amount as of the date of Certificate] to [insert new amount], such reduction to be effective on _____ .]

IN WITNESS WHEREOF, the District has executed and delivered this Notice this _____
day of __, _____.

COLLEGE OF THE MAINLAND

By: _____
Name: _____
Title: _____

EXHIBIT E

[FORM OF NOTICE OF REDUCTION]

NOTICE OF REDUCTION

[Date]

College of the Mainland
1200 Amburn Rd.
Texas City, Texas 77591
Attention: President

Amegy Bank, as Paying Agent/Registrar

[]

[]

Attention: []

Telephone: []

Email: []

Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.7(a) of the Note Purchase Agreement dated as of November 17, 2025, between College of the Mainland (the "*District*") and Wells Fargo Municipal Capital Strategies, LLC (the "*Bank*"), the Available Commitment is reduced from **[insert amount as of the date of Certificate]** to **[insert new amount]**, such reduction to be effective on _____.

Very truly yours,

WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC

By: _____

Name: _____

Title: _____

EXHIBIT F

FORM OF INVESTOR LETTER

[DATE]

College of the Mainland
1200 Amburn Rd.
Texas City, Texas 77591
Attention: President

Re: College of the Mainland Limited Tax Revolving Notes

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of the above-referenced notes (the “Notes”). The Notes are issued from time to time by College of the Mainland (the “District”) pursuant to an Order adopted by the Board of Trustees of the District on [June 26, 2023], as ratified on [August 28, 2023] (the “Order”). Wells Fargo Municipal Capital Strategies, LLC (the “Bank,” the “undersigned,” “us” or “we,” as applicable) is purchasing the Notes pursuant a Note Purchase Agreement dated as of November 17, 2025, between the District and the Bank. We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Notes have not been registered pursuant to the Securities Act of 1933, as amended (the “1933 Act”), the securities laws of any state nor has the Order been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Notes (i) are not being registered or otherwise qualified for sale under the “blue sky” laws and regulations of any state and (ii) will not be listed on any securities exchange.

2. We have not offered, offered to sell, offered for sale, or sold any of the Notes by means of any form of general solicitation or general advertising, and we are not an underwriter of the Notes within the meaning of Section 2(11) of the 1933 Act.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Notes.

4. The Bank is a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act and is able to bear the economic risks of such investment.

5. The Bank understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Notes. The Bank

has made its own inquiry and analysis with respect to the District, the Notes and the security therefor, and other material factors affecting the security for and payment of the Notes.

6. The Bank acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the District, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the District, the Notes and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Notes.

7. The Notes are being acquired by the Bank for investment for its own account and not with a present view toward resale or distribution; *provided, however*, that the Bank reserves the right to sell, transfer or redistribute the Notes, but agrees that any such sale, transfer or distribution by the Bank shall be to a Person:

(a) that is an affiliate of the Bank;

(b) that is a trust or other custodial arrangement established by the Bank or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or

(c) that the Bank reasonably believes to be a qualified institutional buyer and a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any case, having a combined capital and surplus of not less than \$5,000,000,000 as of the date of such sale, transfer or distribution who executes an investor letter substantially in the form of this letter.

Very Truly Yours,

[Insert Name of Purchaser]

By: _____
Name: _____
Title: _____

(Signature Page to Investor Letter)

EXHIBIT G

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: [_____]

To: Wells Fargo Municipal Capital Strategies, LLC

Ladies and Gentlemen:

Reference is made to that certain Note Purchase Agreement dated as of November 17, 2025 (the “*Agreement*”), between the College of the Mainland (the “*District*”) and Wells Fargo Municipal Capital Strategies, LLC (the “*Bank*”). Unless otherwise defined herein, the terms used in this Certificate shall have the meanings assigned thereto in the Agreement.

The undersigned Authorized Officer hereby certifies as of the date hereof that he/she is the _____ of the District, and that, as such, he/she is authorized to execute and deliver this Certificate to the Bank on the behalf of the District, and that:

1. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 6.1(a)(i) of the Agreement for the fiscal year of the District ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a review of the transactions and condition (financial or otherwise) of the District during the accounting period covered by the attached financial statements.

3. A review of the activities of the District during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the District performed and observed all its Obligations under the Program Documents, and

[select one:]

[to the best knowledge of the undersigned during such fiscal period, the District performed and observed each covenant and condition of the Program Documents applicable to it, and no Default or Event of Default has occurred and is continuing.]

--or--

[the following covenants or conditions have not been performed or observed and the following is a list of each such Default or Event of Default and its nature and status:]

4. The representations and warranties of the District contained in Article IV of the Agreement are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Certificate, the representations and warranties contained in Section 4.1(f) of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 6.1 of the Agreement, including the statements in connection with which this Certificate is delivered.

Delivery of an executed counterpart of a signature page of this Certificate by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____,
_____.

COLLEGE OF THE MAINLAND

By: _____
Name: _____
Title: _____



MINUTE ORDER

To: Board of Trustees
From: Dr. Helen Brewer, President
Date: October 15, 2025
Subject: Monthly Investment & Financial Reports

AGENDA ITEM DESCRIPTION:

Consideration of and possible acceptance of the September 2025 Investment and Financial Reports.

PURPOSE:

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

BACKGROUND:

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

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

FUNDING SOURCE:

N/A

PROPOSED MOTION:

Suggested motion: "I move the Board of Trustees accept the September 2025 Investment Report and September 2025 Financial Reports."

ATTACHMENT(S):

1. September 2025 Investment Discussion & Report
2. September 2025 Revenue & Expense Summary
3. September 2025 Expense by Division Report



INVESTMENT REPORT
For the Month Ended September 2025

Investment discussion:

College of the Mainland earned \$163,155 for the month of September on its short-term investments in TexPool & Logic for a total of \$163,155 investment interest earned fiscal year to date. The College earned an additional \$0 fiscal year to date, from interest-bearing checking accounts. In total, the College earned \$163,155 interest for the fiscal year to date period ending September TexPool - \$107,890, Logic - \$55,265 and TFB - \$0.

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

Investment Compliance Statement:

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

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

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

David Wesse
Vice President of Fiscal Affairs
College of the Mainland

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

Trudy Trochesset
Controller
College of the Mainland



TexPool Investments for September 2025

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
Operating Moody	11	\$ 32,752,681	\$ 2,030,789	\$ 4,409,000	107,890	30,482,360	30,925,062	4.186%
Account closed 9/24/25	41	30,789	-	30,789	-	-	-	
Totals		\$ 32,783,470	\$ 2,030,789	\$ 4,439,789	\$ 107,890	\$ 30,482,360	\$ 30,925,062	

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

Logic (Hilltop Securities) Investments for September 2025

Investment	COM Fund	Balance Beginning of Month	Increases	Decreases	Interest Earned	Balance End of Month	Average Balance	Annualized Average Interest Rate
COM Bond 2020	45	\$ 281,017	\$ -	\$ 20,914	953	261,056	267,771	4.332%
COM Pre Bond 2023	46	\$ 16,475,465	\$ -	\$ 2,910,557	54,312	13,619,221	15,237,234	4.332%
Totals		\$ 16,756,483	\$ -	\$ 2,931,471	\$ 55,265	\$ 13,880,277	\$ 15,505,005	
Totals		\$ 49,539,953	\$ 2,030,789	\$ 7,371,260	\$ 163,155	\$ 44,362,637	\$ 46,430,067	



September 2025- Revenue and Expense Summary

Unrestricted Fund (Unaudited)

Summary of Revenue

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Operating revenue						
Tuition-credit	(3,668,201)	(7,819,778)	(4,151,577)	47%	(3,506,230)	(161,971)
Tuition-non-credit	(271,718)	(601,700)	(329,982)	45%	(237,981)	(33,736)
Exemptions and waivers	101,375	172,570	71,195	59%	95,759	5,616
Registration fees	(59,344)	(162,700)	(103,356)	36%	(69,900)	10,555
Other fees	143,163	(914,500)	(1,057,663)	-16%	182,818	(39,655)
Grant revenue	0	(96,700)	(96,700)	0%	(3,854)	3,854
Sales and service revenue	(5,908)	(59,000)	(53,092)	10%	(3,997)	(1,910)
Miscellaneous revenue	(36,338)	(275,500)	(239,162)	13%	(78,266)	41,928
<u>Totals for Operating revenue</u>	<u>(3,796,972)</u>	<u>(9,757,308)</u>	<u>(5,960,336)</u>	<u>39%</u>	<u>(3,621,652)</u>	<u>(175,319)</u>
Non-operating revenue						
State appropriation-Academic	(5,473)	(8,408,692)	(8,403,219)	0%	0	(5,473)
Property tax revenue	(135,080)	(26,891,000)	(26,755,920)	1%	(98,619)	(36,460)
Interest revenue	(107,890)	(1,520,000)	(1,412,110)	7%	(93,303)	(14,587)
FTZ reimbursement	0	(923,000)	(923,000)	0%	0	0
<u>Totals for Non-operating revenue</u>	<u>(248,443)</u>	<u>(37,742,692)</u>	<u>(37,494,249)</u>	<u>1%</u>	<u>(191,922)</u>	<u>(56,521)</u>
<u>Total Revenue</u>	<u>(4,045,414)</u>	<u>(47,500,000)</u>	<u>(43,454,586)</u>	<u>9%</u>	<u>(3,813,574)</u>	<u>(231,840)</u>



September 2025- Revenue and Expense Summary

Unrestricted Fund (Unaudited)

Summary of Expense

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Salary and wages						
Faculty full-time	648,844	9,176,548	8,527,704	7%	654,619	(5,775)
Admin full-time	182,426	2,182,578	2,000,152	8%	168,230	14,196
Professional full-time	679,265	9,674,044	8,994,780	7%	697,179	(17,914)
Classified full-time	371,111	4,677,872	4,306,761	8%	361,923	9,188
Part-time	444,159	3,636,039	3,191,880	12%	15,894	428,265
Salary increase	0	954,151	954,151	0%	0	0
Vacancy savings	0	(1,698,986)	(1,698,986)	0%	0	0
<u>Totals for Salary and wages</u>	<u>2,325,805</u>	<u>28,602,246</u>	<u>26,276,442</u>	<u>8%</u>	<u>1,897,845</u>	<u>427,959</u>
Benefits						
Benefits	307,121	4,732,120	4,424,999	6%	315,257	(8,137)
<u>Totals for Benefits</u>	<u>307,121</u>	<u>4,732,120</u>	<u>4,424,999</u>	<u>6%</u>	<u>315,257</u>	<u>(8,137)</u>
Operating expenses						
Contract services	671,728	4,933,329	4,261,601	14%	644,413	27,315
Legal	(4,208)	12,000	16,208	-35%	0	(4,208)
Operations	14,626	1,027,078	1,012,452	1%	11,973	2,652
Utilities and Rent	218,978	2,987,730	2,768,752	7%	298,435	(79,457)
Postage, printing, and supplies	46,304	1,484,275	1,437,971	3%	64,515	(18,212)
Bank fees	7,637	96,100	88,463	8%	5,895	1,742
Capital outlay & leases	12,030	121,899	109,869	10%	1,500	10,530
Insurance	25,222	2,856,397	2,831,175	1%	20,674	4,548
Public rel, marketing and advert	99,997	479,537	379,539	21%	38,101	61,896
Misc.	128,895	476,939	348,044	27%	121,706	7,188
Reimbursement from Others	0	(309,649)	(309,649)	0%	0	0
<u>Totals for Operating expenses</u>	<u>1,221,208</u>	<u>14,165,634</u>	<u>12,944,426</u>	<u>9%</u>	<u>1,207,213</u>	<u>13,995</u>



September 2025- Revenue and Expense Summary

Unrestricted Fund (Unaudited)

<u>Total Expense</u>	<u>3,854,134</u>	<u>47,500,000</u>	<u>43,645,866</u>	<u>8%</u>	<u>3,420,316</u>	<u>433,818</u>
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September 2025- Revenue and Expense Summary

Unrestricted Fund (Unaudited)

Summary of Fund Bal

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Salary and wages						
Professional full-time	5,639	0	(5,639)	0%	0	5,639
<u>Totals for Salary and wages</u>	<u>5,639</u>	<u>0</u>	<u>(5,639)</u>	<u>0%</u>	<u>0</u>	<u>5,639</u>
Benefits						
Benefits	879	0	(879)	0%	0	879
<u>Totals for Benefits</u>	<u>879</u>	<u>0</u>	<u>(879)</u>	<u>0%</u>	<u>0</u>	<u>879</u>
Operating expenses						
Contract services	195,002	0	(195,002)	0%	107,293	87,709
Postage, printing, and supplies	6,089	0	(6,089)	0%	0	6,089
Misc.	0	0	0	0%	250	(250)
<u>Totals for Operating expenses</u>	<u>201,090</u>	<u>0</u>	<u>(201,090)</u>	<u>0%</u>	<u>107,543</u>	<u>93,547</u>
<u>Total Fund Bal</u>	<u>207,608</u>	<u>0</u>	<u>(207,608)</u>	<u>0%</u>	<u>107,543</u>	<u>100,065</u>



September 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
<u>Expense by Division</u>						
<u>Summary for President</u>						
Board of Trustees	4,837	19,700	14,863	25%	2,250	2,587
Campus Police	86,542	848,191	761,649	10%	65,939	20,603
COM Foundation	356	99,410	99,054	0%	5,450	(5,094)
EVP-Academic & Student	8,398	1,217	(7,181)	690%	28,190	(19,792)
General Counsel	39,919	328,674	288,755	12%	32,772	7,146
General Institution	36,579	388,340	351,761	9%	66,517	(29,938)
Human Resources	0	0	0	0%	26	(26)
Information Technology Serv	639,290	2,535,916	1,896,627	25%	656,800	(17,511)
Institutional Advancement	66,535	515,649	449,114	13%	55,235	11,300
Internal Audit	0	150,000	150,000	0%	0	0
Presidents Office	55,583	723,450	667,868	8%	54,074	1,509
Self Study SACS	12,173	13,233	1,060	92%	10,581	1,592
<u>Totals for President</u>	<u>950,212</u>	<u>5,623,781</u>	<u>4,673,569</u>	<u>17%</u>	<u>977,834</u>	<u>(27,623)</u>
<u>Summary for VP Academic Affairs</u>						
Academic Planning & Innovation	0	113,573	113,573	0%	0	0
Accounting-Credit	11,835	64,677	52,842	18%	6,315	5,520
Adult Education	13,759	146,930	133,170	9%	14,682	(922)
Allied Health	703	9,137	8,433	8%	704	0
Art	26,328	245,738	219,410	11%	21,713	4,615
Art Gallery	2,892	6,004	3,111	48%	0	2,892
Biol & Nutrition	93,844	879,748	785,905	11%	66,933	26,911
C.I.D.T. Admin	6,658	70,129	63,471	9%	6,553	105
C.I.S.	9,045	69,804	60,759	13%	6,501	2,544
Chemistry	19,891	156,489	136,599	13%	16,007	3,884



September 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current</u> <u>Actual</u>	<u>2025-26</u> <u>Budget</u>	<u>Budget</u> <u>Remaining</u>	<u>Budget</u> <u>Pct.YTD</u>	<u>Prior Year to</u> <u>Actual</u>	<u>Curr. vs Prior</u> <u>Year to Year</u>
Cosmetology	63,746	516,363	452,616	12%	47,652	16,094
CPR	1,986	49	(1,938)	4077%	0	1,986
Criminal Justice	120,415	1,578,224	1,457,809	8%	116,162	4,253
Culinary Arts	14,697	124,370	109,673	12%	7,439	7,258
Dean of General Education	19,520	210,269	190,749	9%	32,160	(12,641)
Dean of Instruction Workforce	20,144	212,961	192,817	9%	6,615	13,529
Dental Hygiene	46,998	288,747	241,749	16%	16,637	30,361
Distance Ed	50,813	406,725	355,911	12%	57,244	(6,431)
Economics	8,050	75,658	67,608	11%	7,060	990
Education	6,980	86,803	79,822	8%	6,846	134
EMS-Credit	53,745	208,372	154,627	26%	19,579	34,166
Engineering	5,109	76,042	70,933	7%	0	5,109
English	82,002	915,401	833,399	9%	71,652	10,350
Fire Tech	56,168	180,174	124,006	31%	9,343	46,825
Firearms Acad	0	40,150	40,150	0%	0	0
Foreign Lang	13,338	69,864	56,526	19%	6,569	6,770
General Business-Credit	32,826	217,724	184,898	15%	21,016	11,810
Geology	8,295	81,435	73,140	10%	7,036	1,259
Government	36,684	314,275	277,591	12%	28,973	7,711
Graphic Arts	15,242	122,946	107,704	12%	11,337	3,905
Health and PE Credit	14,886	133,812	118,926	11%	12,934	1,953
Health Info Mgmt	17,287	205,425	188,138	8%	13,897	3,390
Hist & Geog	28,388	308,195	279,807	9%	20,405	7,983
Humanities	3,346	327	(3,019)	1024%	2,463	883
Humanities Admin	4,627	52,110	47,484	9%	4,542	85
industrial Technology Admin	0	8,000	8,000	0%	0	0
Instructional Technology	23,467	310,834	287,366	8%	23,815	(348)
Law Enforcement	19,195	145,043	125,848	13%	9,217	9,978



September 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current</u> <u>Actual</u>	<u>2025-26</u> <u>Budget</u>	<u>Budget</u> <u>Remaining</u>	<u>Budget</u> <u>Pct.YTD</u>	<u>Prior Year to</u> <u>Actual</u>	<u>Curr. vs Prior</u> <u>Year to Year</u>
Library	143,267	768,546	625,279	19%	94,007	49,260
Math	76,494	885,613	809,119	9%	71,133	5,361
Math Admin	5,513	54,786	49,273	10%	5,446	66
Medical Assistant	9,930	96,824	86,894	10%	8,037	1,893
Music	14,035	249,357	235,322	6%	6,119	7,916
Networking	4,726	54,557	49,831	9%	0	4,726
Nursing Admin	38,740	553,382	514,642	7%	42,460	(3,721)
Occupational Safety	8,338	103,586	95,247	8%	7,209	1,130
Perf & Visual Arts Admin	5,935	59,557	53,622	10%	5,615	320
Pharmacy Tech	8,641	87,522	78,881	10%	9,141	(500)
Philosophy	7,554	25,397	17,843	30%	2,463	5,091
Physics	9,744	79,675	69,931	12%	7,263	2,481
Process Technology	37,764	601,925	564,161	6%	35,324	2,440
Psychology	27,963	322,019	294,056	9%	30,001	(2,038)
Public Service Ed Admin	6,724	117,236	110,512	6%	13,419	(6,695)
QEP	532	32	(500)	1682%	0	532
Radiography	34,451	194,463	160,012	18%	22,112	12,339
Science Admin	5,857	71,419	65,562	8%	5,463	394
Social Science Admin	6,521	72,354	65,833	9%	7,107	(586)
Sociology	8,319	69,822	61,503	12%	6,502	1,817
Speech	15,885	133,762	117,877	12%	11,511	4,375
Student Theater	34,087	384,945	350,858	9%	27,752	6,335
Surgical Technician	9,424	25,222	15,798	37%	0	9,424
Theater Arts-Credit	12,578	188,354	175,776	7%	11,180	1,398
VP Academic Affairs	31,836	3,108,623	3,076,787	1%	30,692	1,144
Welding	49,166	383,996	334,830	13%	33,803	15,363
<u>Totals for VP Academic Affairs</u>	<u>1,566,936</u>	<u>17,345,500</u>	<u>15,778,564</u>	<u>9%</u>	<u>1,193,757</u>	<u>373,179</u>



September 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
<u>Summary for VP Administrative Services</u>						
COM-League City	8,814	107,388	98,574	8%	8,433	381
Custodial Services	9,636	1,488,460	1,478,824	1%	9,544	92
Facilities	170,889	5,672,470	5,501,580	3%	243,425	(72,536)
Grounds	5,871	667,991	662,120	1%	5,316	556
Human Resources	59,432	762,675	703,242	8%	69,219	(9,786)
Utilities	135,377	1,280,000	1,144,623	11%	97,981	37,396
Vehicle Operations	9,410	107,626	98,215	9%	5,730	3,680
VP Administrative Services	14,611	152,183	137,572	10%	0	14,611
<u>Totals for VP Administrative Services</u>	<u>414,042</u>	<u>10,238,793</u>	<u>9,824,751</u>	<u>4%</u>	<u>439,648</u>	<u>(25,605)</u>
<u>Summary for VP Fiscal Affairs</u>						
Business Office	72,669	847,922	775,253	9%	63,305	9,364
Central Mail Delivery	8,584	128,131	119,547	7%	10,370	(1,786)
OPEAR	33,613	574,981	541,368	6%	40,672	(7,059)
Purchasing	32,105	328,009	295,904	10%	30,146	1,959
Records Management	0	20,952	20,952	0%	736	(736)
Reimb from Other Funds	0	(309,649)	(309,649)	0%	0	0
Salary Savings	0	(1,698,986)	(1,698,986)	0%	0	0
Staff Benefits	20,068	5,399,219	5,379,150	0%	20,414	(346)
Tax Admin	0	591,000	591,000	0%	0	0
VP Fiscal Affairs	37,033	276,061	239,028	13%	24,875	12,158
<u>Totals for VP Fiscal Affairs</u>	<u>204,072</u>	<u>6,157,640</u>	<u>5,953,567</u>	<u>3%</u>	<u>190,518</u>	<u>13,554</u>
<u>Summary for VP Strategic Initiatives</u>						
Allied Health-NonCr	9,367	269,929	260,563	3%	14,768	(5,402)
Certified Nursing Assistant	0	11,102	11,102	0%	0	0
Continuing Education	22,897	479,477	456,580	5%	26,803	(3,906)



September 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Dental Assistant-NonCr	0	5,756	5,756	0%	0	0
Industrial-NonCr	16,384	28,640	12,256	57%	1,243	15,140
Law Enforcemnt-NonCR	797	38,477	37,680	2%	3,547	(2,750)
Lifelong Learning	29,340	169,896	140,556	17%	16,672	12,668
Marketing and Communications	159,432	1,228,828	1,069,396	13%	101,735	57,697
Massage Therapy	0	5,240	5,240	0%	0	0
VP Strategic Initiatives	0	151,166	151,166	0%	0	0
Totals for VP Strategic Initiatives	238,216	2,388,512	2,150,296	10%	164,769	73,448
<u>Summary for VP Student Affairs</u>						
Admissions	34,989	387,114	352,125	9%	32,841	2,148
Advisement Center	64,733	694,333	629,600	9%	57,619	7,113
Career Services	9,662	148,159	138,497	7%	10,392	(730)
Collegiate H.S.-CR	14,601	151,812	137,211	10%	17,711	(3,111)
Dean of Continuing Education	18,905	202,837	183,932	9%	18,629	275
Dean of Student Services	4,492	263,785	259,293	2%	24,411	(19,919)
Dean of Students	23,342	249,818	226,477	9%	15,770	7,571
Disability Services	4,331	44,163	39,832	10%	4,254	77
Dual Credit Dept	10,250	166,214	155,964	6%	17,068	(6,819)
Enrollment Management	61,076	702,647	641,570	9%	54,153	6,923
Facilities & Student Recreat	4,191	178,322	174,132	2%	3,165	1,026
Financial Aid	73,351	592,653	519,303	12%	49,997	23,354
Multicultural Department	3,751	32,500	28,749	12%	3,165	587
Office of Veterans Success	17,179	180,114	162,935	10%	18,271	(1,091)
Student Graduation	787	87,700	86,913	1%	8,409	(7,622)
Student Help Center	6,210	40,585	34,376	15%	288	5,922
Student Life	21,535	245,191	223,656	9%	25,440	(3,905)
Testing	26,589	366,020	339,430	7%	25,526	1,063



September 2025 - Expense by Division Report

Unrestricted Fund (Unaudited)

	<u>Current Actual</u>	<u>2025-26 Budget</u>	<u>Budget Remaining</u>	<u>Budget Pct.YTD</u>	<u>Prior Year to Actual</u>	<u>Curr. vs Prior Year to Year</u>
Tutoring Center	54,116	577,073	522,957	9%	52,952	1,164
VP Student Affairs	26,566	434,733	408,168	6%	13,727	12,838
<u>Totals for VP Student Affairs</u>	<u>480,655</u>	<u>5,745,774</u>	<u>5,265,120</u>	<u>8%</u>	<u>453,789</u>	<u>26,865</u>
<u>Totals for Expense</u>	<u>3,854,134</u>	<u>47,500,000</u>	<u>43,645,866</u>	<u>8%</u>	<u>3,420,316</u>	<u>433,818</u>
<u>Fund Bal by Division</u>						
<u>Summary for VP Fiscal Affairs</u>						
Fund Balance - Oper & Maint	6,089	0	(6,089)	0%	0	6,089
Fund Balance-Academic	109,499	0	(109,499)	0%	106,528	2,971
Fund Balance-Institutional	11,138	0	(11,138)	0%	765	10,373
Fund Balance-Instruction	80,883	0	(80,883)	0%	250	80,633
<u>Totals for VP Fiscal Affairs</u>	<u>207,608</u>	<u>0</u>	<u>(207,608)</u>	<u>0%</u>	<u>107,543</u>	<u>100,065</u>
<u>Totals for Fund Bal</u>	<u>207,608</u>	<u>0</u>	<u>(207,608)</u>	<u>0%</u>	<u>107,543</u>	<u>100,065</u>
<u>Totals for Report</u>	<u>4,061,742</u>	<u>47,500,000</u>	<u>43,438,258</u>		<u>3,527,859</u>	<u>533,883</u>



September 2025

Monthly Financial Report

Cash Situation

(in millions)

Gross cash balance at the end of month:	\$30.5
Less pending I&S liability:	\$0
Net unrestricted cash:	<u>\$30.5</u>
Minimum required cash :	\$8.2
Excess cash above minimum:	\$22.3

Unaudited Operations

Year to Date *(in millions)*

Revenues

Budget:	\$47.5
Actual:	\$ 4.0

Expense

Budget:	\$47.5
Actual:	\$ 3.9



PRESIDENT'S OFFICE

Board Report

Presenter: Board Chair

A. Miscellaneous Updates



PRESIDENT'S OFFICE

President's Report

Presenter: Dr. Helen Brewer

- a. Updates
 1. Program Spotlight – Dental Hygiene
 - a. Emily Falls, Dental Hygiene Program Director
 2. Student Spotlight
 - a. Ryan Magbual, Dental Hygiene Program
 3. 8-Week Advantage Data Summary – Dr. Rocky Barney, Dean of Instruction

- b. Reminders/Announcements
 1. Board Meetings
 - a. December 2025 – Monday, December 8, 2025
 - b. January 2026 – Monday, January 26, 2026
 - c. February 2026 – Monday, February 23, 2026
 2. Veterans Day Ceremony – Tuesday, November 11, 2025, 12:30-1:30 p.m., Conference Center
 3. Grand Opening of Nineteen Sixty-Six, COM's Culinary Arts Restaurant – Thursday, November 13, 2025, 11:30 a.m.-1:00 p.m., Mainland City Centre
 4. Native American History Month Celebration – Friday, November 21, 2025, 12:30-1:30 p.m., Student Center
 5. COM Graduation – Saturday, December 6, 2025, 10 a.m. & 2 p.m., Abundant Life Christian Center
 6. Holiday Reception – Monday, December 8, 2025, 3:00-5:00 p.m., Student Center

- c. Resignations and Retirement Report

- d. Miscellaneous Updates



COM Dental Hygiene Program

Emily Falls, Dental Hygiene Program Director



COM Dental Hygiene Program

Emily Falls | September 2, 2025



DENTAL HYGIENE

- 220 annual job openings in Gulf Coast Regions (2026)
- 9% projected growth (2021-2031)
- Median salary, \$79,690 yr

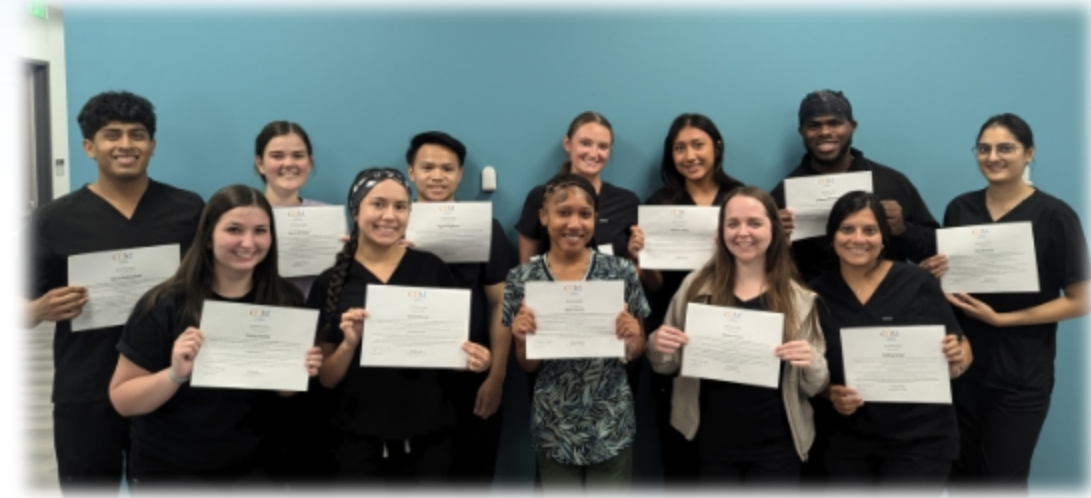
Program Overview



- Associate of Applied Science
 - 2 years (5 semesters)
- 68 credits
 - Highest of any AAS degree in TX

Program Rigor

- Students are starting to prepare for their board exams
 - 8-hour National written board exam of 350 knowledge and case-based questions
 - Clinical exam on mannequin with written exam of 100 questions
 - Texas State Jurisprudence and Laws exam



Program Highlights

- Received initial accreditation by the Commission on Dental Accreditation (CODA)
- 27 students
- First community college in Texas to offer local anesthesia training to students
- Students have treated over 150 patients
- Graduating first cohort in spring 2026



Dental Clinic

- Open Monday – Thursday
 - 8:00 am – 5:00 pm
- 19 treatment stations
- Panoramic and wall mounted x-ray equipment
- Staffed by dentists and dental hygienist
- Appointments
 - 409-933-8966
 - dentalhygiene@com.edu



Dental Clinic Services

- Routine cleaning
- Scaling and root planning (non-surgical periodontal therapy) with topical or local anesthesia
- Dental X-rays
- Head, neck and oral cancer screening
- Sealants
- Nutritional counseling
- Dental education and lifestyle modification
- Prescription Fluoride toothpaste



Clinic Highlights

- 150+ patients seen since last January
- 1,029 completed procedures
- Estimated cost savings to patients of \$137,195.00



Thank You!



Student Spotlight

Ryan Magbual, Dental Hygiene Program



8 Week Advantage Data Summary

Dr. Rocky Barney, Dean of Instruction



COM
College of the Mainland.

8 Week Advantage Data Summary

October 14, 2025

- Instituted Fall 2024
- Conversion of General Education Courses from 16- to 8-Week Session
- Trellis Foundation & Talent Strong Texas Strategy
 - Improved outcomes (e.g., graduation, time to completion, success)
 - Increased focus
 - Flexible start dates and scheduling
 - Work/school/life balance
- 8WA Comparison Data:
 - Success = A-C
 - 16W AY23 against 8W AY24
 - Limited to subset of courses converted to 8-week

THE COM

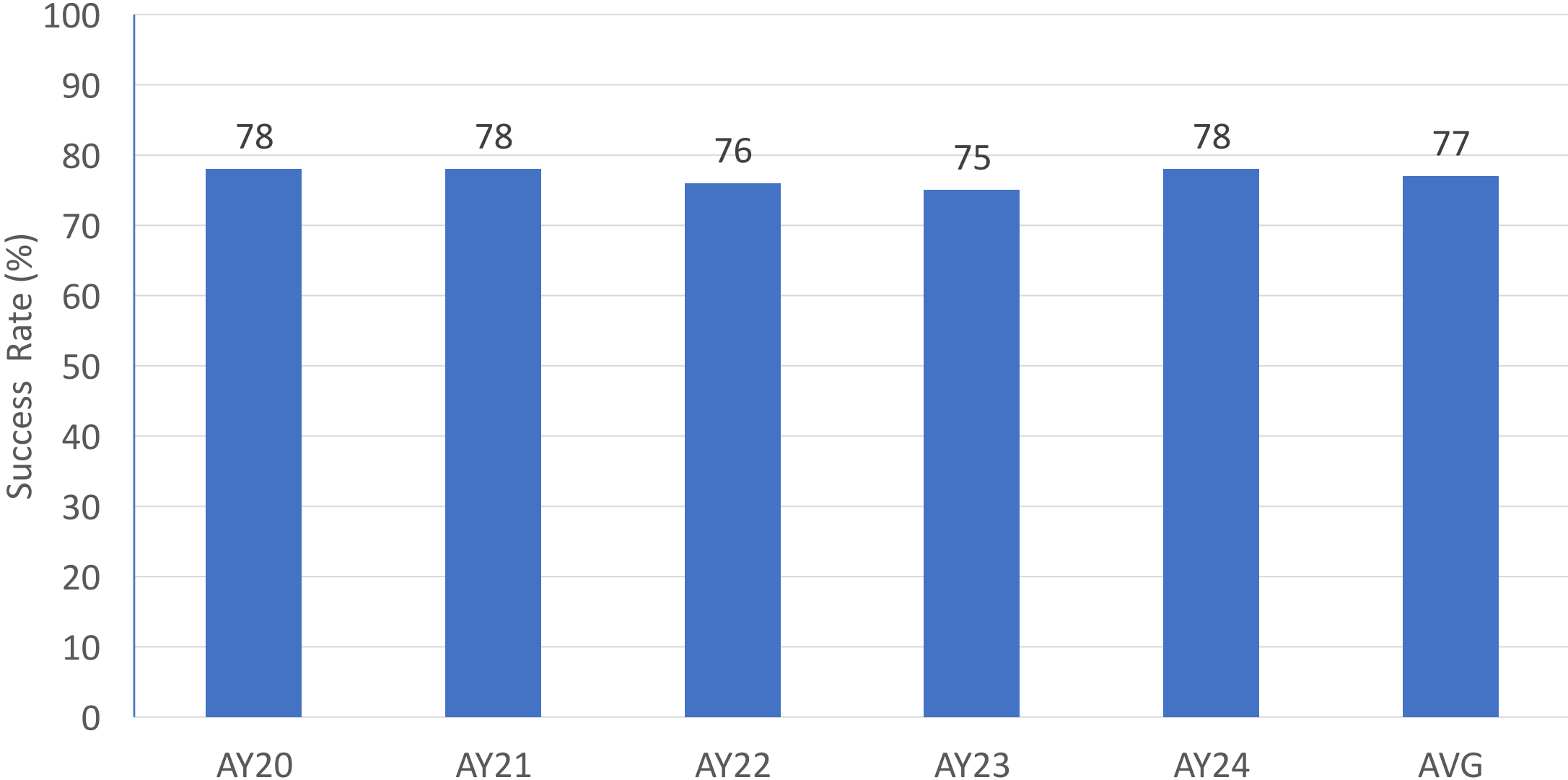
8-WEEK

ADVANTAGE

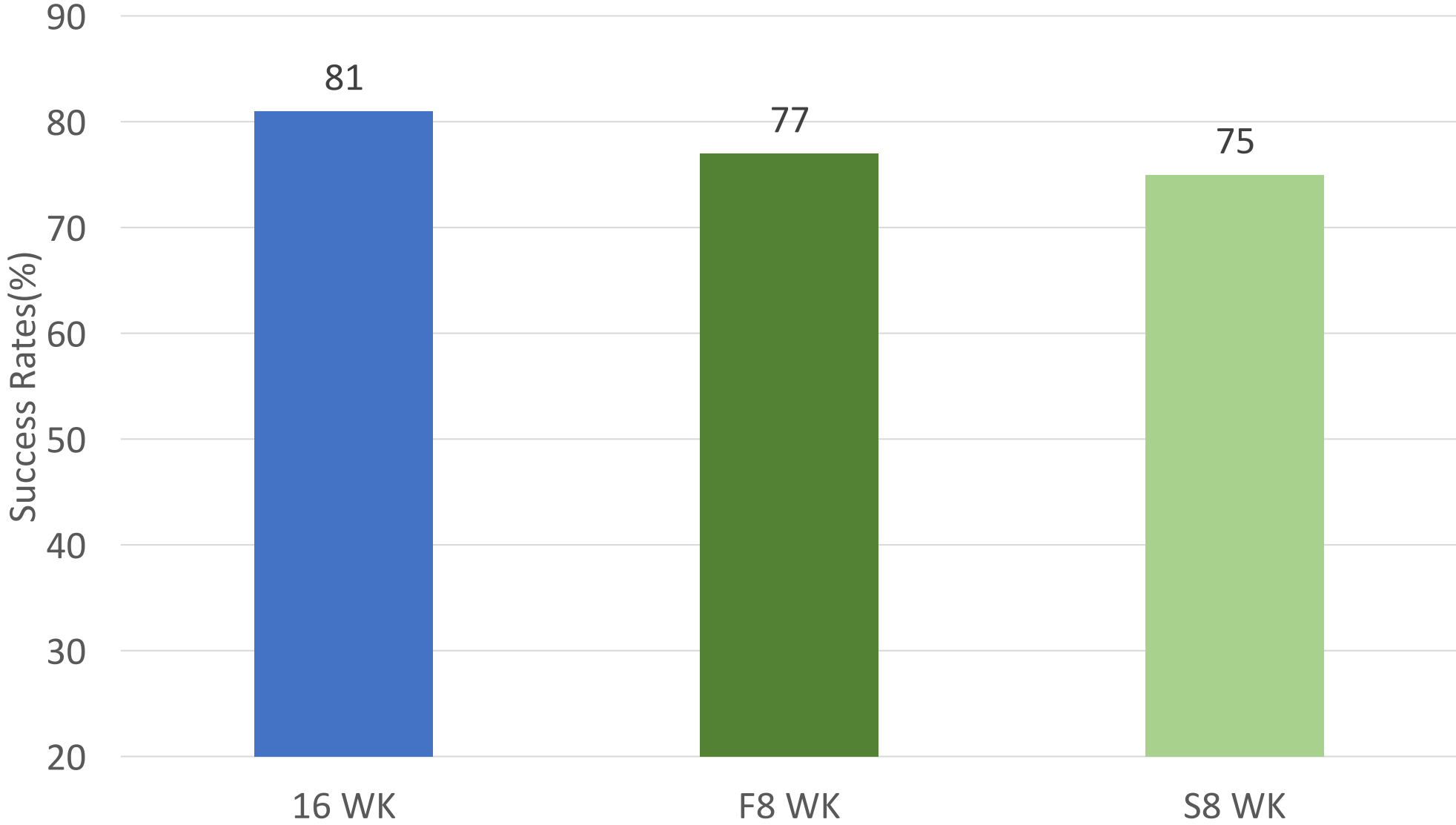
Odessa College – An 8-Week Success Story

Outcome	2 years after 8-week implementation	5 years after 8-week implementation
FTIC Enrollment	+26%	+31%
Course Completion	+2%	+6%
Success Rate	+8%	+7%
Credentials Awarded	+13%	+65%

Outcomes for All Courses and Session Lengths by Academic Year (AY)



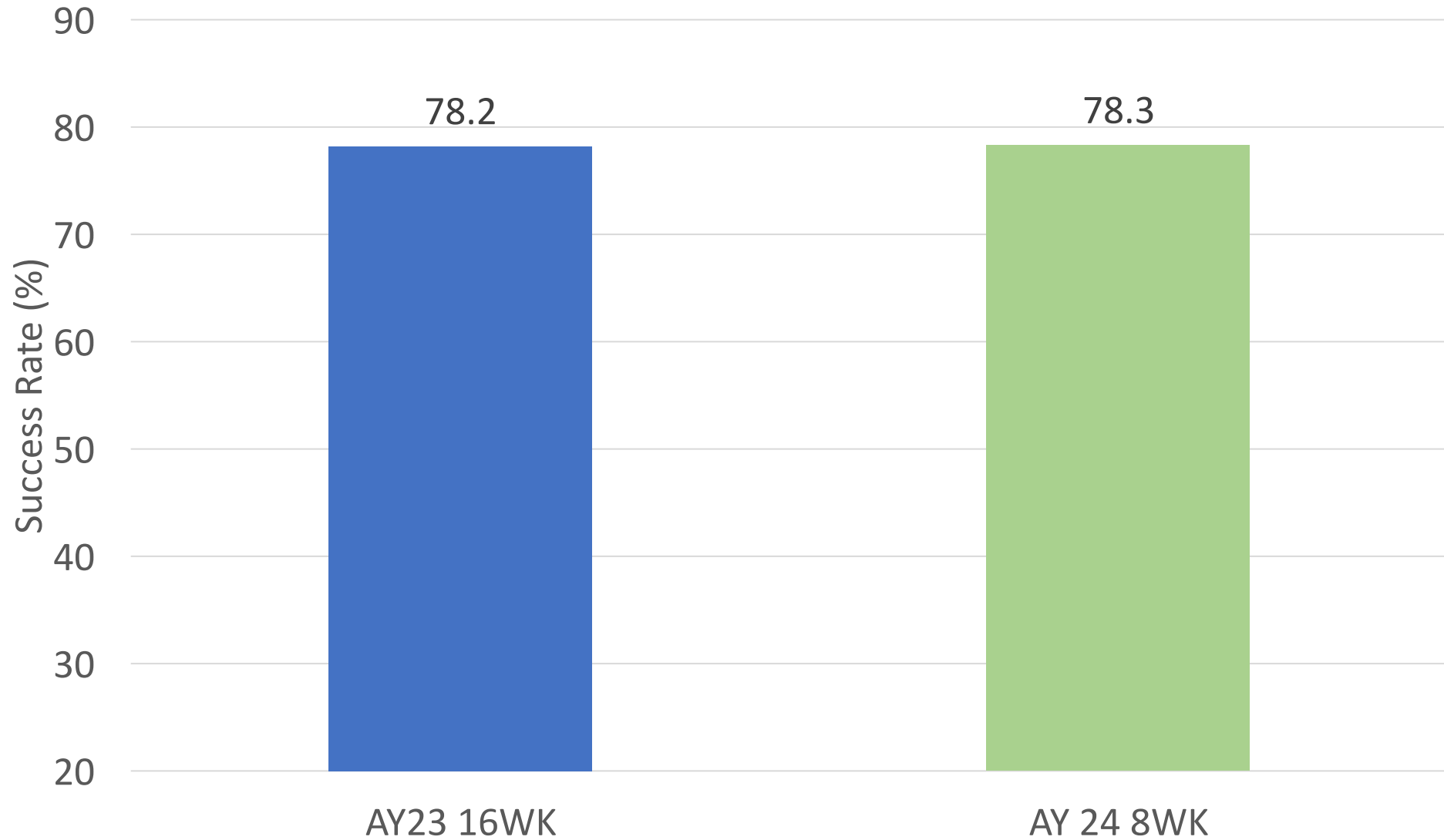
Success by Session Length -- All Courses -- Spring '25



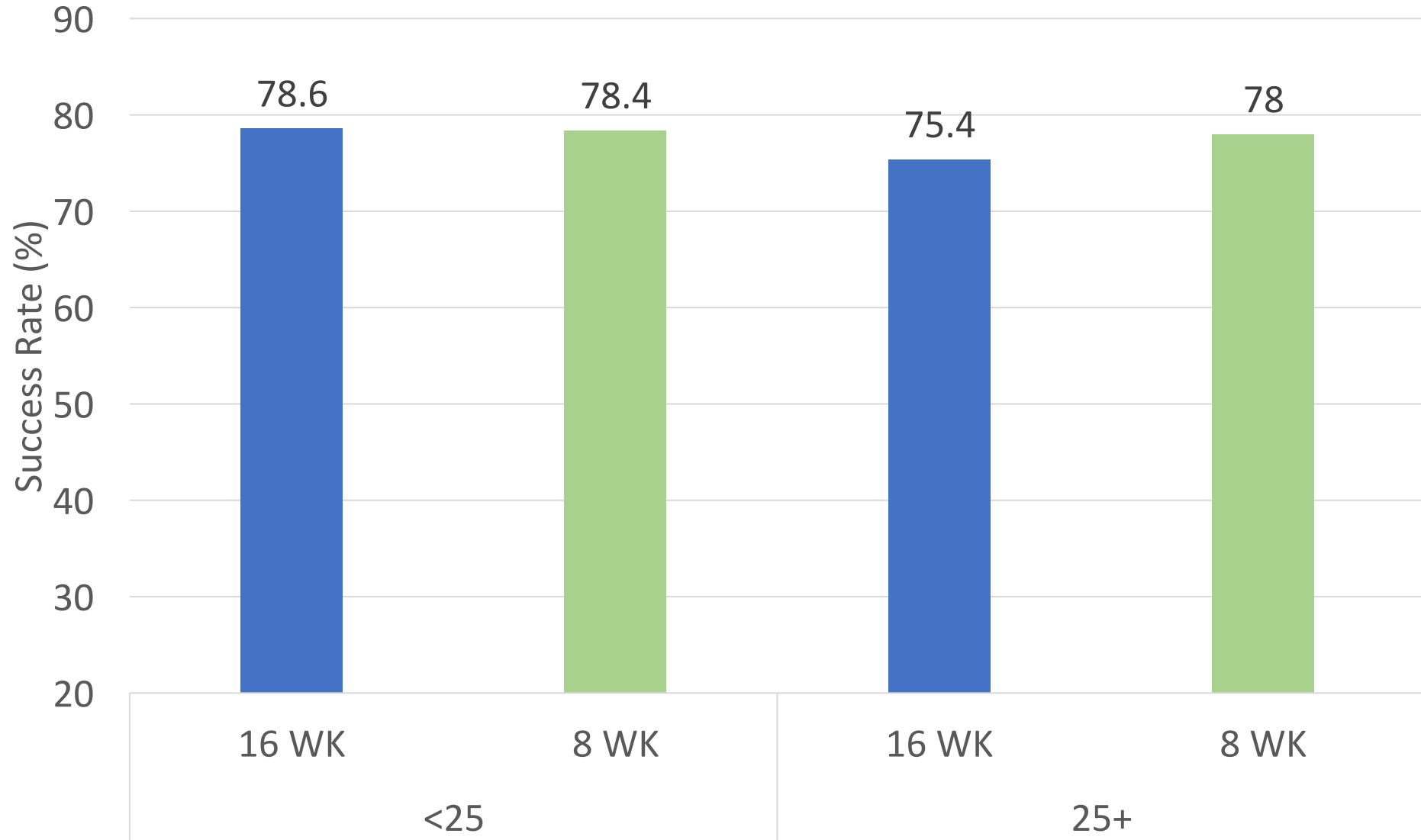


8 Week Advantage

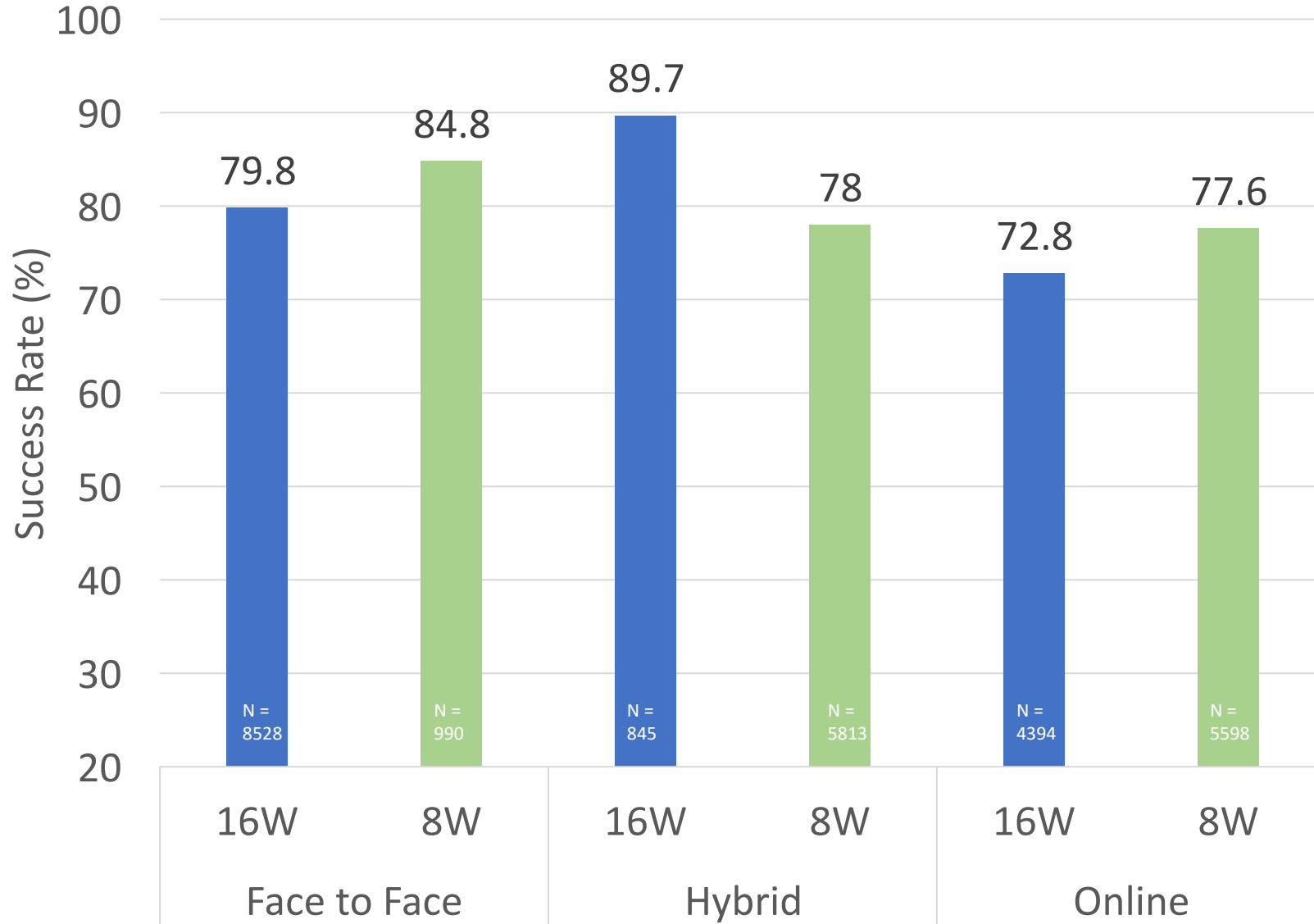
8WA Success -- All Courses Converted



8WA Success by Age



8WA Success by Modality



Summary

- Session success rates continue trend observed in Fall '24:
16W>F8W>S8W
- Limited overall impact on success rates
- Peer institutions saw various gains in first years of implementation
- Continual development and supports
- Next steps

Acknowledgement - 8WA Data Team

- Will Breyerton, Alisha Lyon, Bailey Rhodes, Brian Anderson, Shinya Wakao, Kenyatha Loftis, Shani Johnson, Victor Vega, Anne Dickens, Blanca Bauer, Christina Bergvall, Leslie Richardson, Alan Bigos, Rocky Barney



PRESIDENT'S OFFICE

Resignations & Retirements

Last Name	First Name	Position	Hire Date	Last Date of Work	Termination Reason
Gross	Elizabeth	Enrollment Coach	11/18/2024	10/03/2025	Resignation
Trichel	Elizabeth	Administrative Officer	01/02/2023	10/10/2025	Resignation
Jones	Theresa	Director, Testing	07/25/2005	10/31/2025	Retirement
Trochesset	Trudy	Controller	02/09/2009	12/31/2025	Retirement
Dickens	Anne	Director, Dual Credit	10/03/2022	12/31/2025	Retirement



PRESIDENT'S OFFICE

Possible Action on Agenda Items, Including Closed Session Matters

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