



NOTICE is hereby given that the Collin County Community College District Board of Trustees will hold a Special Called Public Hearing on the Proposed Tax Rate, a Work Session, and its Regularly Scheduled Meeting on Tuesday, August 27, 2024, at the Collin Higher Education Center, 3452 Spur 399, McKinney, TX 75069 ("CHEC").

Locations

Celina Campus

Collin Higher Education Center
McKinney, Texas

Courtyard Center
Plano, Texas

Farmersville Campus

Frisco Campus

McKinney Campus

Plano Campus

Public Safety Training Center
McKinney, Texas

Rockwall Center

Technical Campus
Allen, Texas

Wylie Campus

iCollin
www.collin.edu

Board of Trustees

Andrew Hardin, *Chair*
Jay Saad, *Vice Chair*
Jim Orr, *Secretary*
Raj Menon, Ph.D., *Treasurer*
Cathie Alexander
Stacy Anne Arias
J. Robert Collins, Ph.D.
Greg Gommel
Megan Wallace

District President

H. Neil Matkin, Ed.D.
3452 Spur 399
P.O. Box 8021
McKinney, Texas 75070
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nmatkin@collin.edu
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CALL TO ORDER PUBLIC MEETING: 5:30 p.m., Board Room 139, CHEC.

2024-08-2-1

Public Hearing Related to the Proposed Tax Rate for 2024 for Adopting the 2024 Tax Rate

ADJOURN PUBLIC HEARING

WORK SESSION: 5:35 p.m., Board Conference Room 135, CHEC.

DISCUSSION ITEMS

1. Enrollment Update - Craig Leverette, Vice President P-12 Partnerships and Districtwide Scheduling

CONVENE REGULAR MONTHLY MEETING: 5:45 p.m. or thereafter, Board Room 139, CHEC.

ADJOURNMENT TO CLOSED OR EXECUTIVE SESSION

Adjournment to Board Conference Room 135, CHEC, for closed or executive session pursuant to the Texas Government Code Chapter 551.001 *et seq.*, to wit:

Section 551.071 Consultations with Attorney

- a. Consultation with the college’s General Counsel on a matter in which the attorney has an ethical duty of confidentiality
- b. Consultation with the college’s General Counsel regarding litigation in Cause No. 416-01038-2024 pending in state court, and anticipated litigation

Section 551.072 Deliberations Regarding Real Property

- a. Discuss the purchase, exchange, lease, or value of property available around college campuses, including the Wylie Campus, and potential campus projects

RECONVENE REGULAR MONTHLY MEETING: 7:00 p.m., Board Room 139, CHEC.

Reconvene into regular session and take any action necessary as a result of the closed or executive session.

- 1. Pledges of Allegiance

WELCOME STUDENT VISITORS

PRESENTATIONS

1. Recognition of Employees on the Occasion of their Retirement - Dr. Neil Matkin, District President
2. Outstanding Professor of the Year Winner - Dr. Sukanya Subramanian, Professor of Biology
3. Outstanding Adjunct Professor of the Year Winner - Dr. Brenden Mesch, Campus Provost Technical Campus
4. Professor Emeritus - Dr. Abe Johnson, Senior Vice President Campus Operations
5. R.O.S.E. Award Winners - Tricia Murray, Staff Council President

PUBLIC COMMENT

Public comment cards are available and accepted on-site for one hour prior to the start of the meeting. Comment cards are not transferable to other speakers. All comments related to non-agenda items will be heard at the end of the Board Meeting. Comments addressing agenda items will be heard at the beginning of the meeting, in order of the corresponding agenda item, for the allotted thirty minutes or until all agenda-related comments have been heard. Speakers who submit public comment cards may have up to three minutes to address the Board. No presentation shall exceed three minutes, unless a translator is required, in which case up to six minutes can be used. The Board encourages but does not require delegations of more than five individuals to appoint one person to present the delegation's views before the Board.

CONSIDERATION OF CONSENT AGENDA

The purpose of the consent agenda is to allow the Board to identify and approve action items which require no additional information or discussion and for which there is unanimous approval to be enacted in one motion. Trustees receive agenda materials four days in advance of the meeting to prepare for the business to be conducted.

Approval of August 27, 2024 Consent Agenda Items

2024-08-3-C1

Approval of the Minutes of the August 2, 2024 Regular Meeting

2024-08-3-C2

Report Out of the Finance and Audit Committee and Consideration of Approval of the Authorized Broker/Dealer List

2024-08-3-C3

Report Out of the Finance and Audit Committee and Consideration of Approval for the extension of Abernathy, Roeder, Boyd & Hullett P.C. to serve the District in the Collection of All Delinquent Ad Valorem Taxes, Penalties, and Interest Owed to the District

2024-08-3-C4

Consideration of Approval of an Interlocal Jail Services Agreement with Collin County

2024-08-3-C5

Consideration of Approval of an Interlocal Agreement with the City of Plano for Continuing Education Courses for City of Plano Employees

2024-08-3-C6

Consideration of Approval of an Interlocal Agreement with Deep East Texas Self Insurance Fund Effective September 1, 2024

2024-08-3-C7

Consideration of Approval of Course Fee and Fee Modification Requests for Spring 2025

CONSIDERATION OF ACTION ON AGENDA ITEMS

2024-08-3-1

Report Out of the Finance and Audit Committee and Consideration of Approval of an Order Authorizing the Issuance of Collin County Community College District Consolidated Fund Revenue Bonds; Appointing a Pricing Officer and Delegating to the Pricing Officer the Authority to Approve on Behalf of the Issuer the Sale and Delivery of the Bonds; Establishing Certain Parameters for the Approval of Such Matters by the Pricing Officer; and Other Related Matters

2024-08-3-2

Report Out of the Finance and Audit Committee and Consideration of Approval of the 2024-2025 Budget

2024-08-3-3

Report Out of the Finance and Audit Committee and Consideration of Approval of the Facility and Patio Space Fees Effective September 1, 2024

2024-08-3-4

Report Out of the Organization, Education, and Policy Committee, First Reading of Local Board Policies

2024-08-3-5

Report Out of the Organization, Education, and Policy Committee, Second Reading and Consideration of Approval of Local Board Policies

2024-08-3-6

Consideration of Approval of a Resolution Setting the 2024 Tax Rate

2024-08-3-7

Consideration of Approval of a Resolution Designating the Collin County Tax Assessor Collector as Officer to Calculate the Tax Rate

2024-08-3-8

Consideration of Approval of Facility Naming in Connection with a Major Gift

2024-08-3-9

Consideration of Approval for FY2024-2025 Salary Increases

2024-08-3-10

Consideration of Approval of the Bid Report for August 27, 2024

PUBLIC COMMENTS ON NON-AGENDA ITEMS *(If required in accordance with HB 2840)*

INFORMATION REPORTS

Workday Student Status Report for August 27, 2024

Personnel Report for August 2024

Trustee Travel Expense Summary FY2023-2024

Revenues and Expenses as of July 31, 2024

Statement of Net Position as of July 31, 2024

Monthly Investment Report as of July 31, 2024

Revised Monthly Investment Report as of May 31, 2024

Revised Quarterly Investment Report as of May 31, 2024

AECOM Monthly Report for July 2024

PRESIDENT'S AND BOARD ANNOUNCEMENTS


Comments on: Workshops, Seminars, and Conferences taking place at the College; Awards Received; Accomplishments, Appointments at the Local, State, and National Level; Published Articles and Newspaper Reports; and Upcoming Events.

RECONVENE REGULAR MONTHLY MEETING, IF NEEDED: Board Room 139, CHEC.

ADJOURNMENT

Andrew P. Hardin
Chairman, Board of Trustees

I certify that the notice for a Special Called Public Hearing on the Proposed Tax Rate, a Work Session, and Regularly Scheduled Meeting was posted on August 23, 2024 at 2:00 p.m., in compliance with the Texas Open Meetings Act.



For the Board of Trustees

Collin County Community College District Board of Trustees

2024-08-2-1

August 27, 2024

Resource: Melissa Irby
Chief Financial Officer

AGENDA ITEM: Public Hearing Related to the Proposed Tax Rate for 2024 for Adopting the 2024 Tax Rate

DISCUSSION: This public hearing provides the public with an opportunity to make comments regarding the College's proposed tax rate.

Proposed TY 2024

Maintenance & Operations Tax Levy	\$0.0750/\$100
Debt Service Tax Levy	<u>\$0.00622/\$100</u>
TOTAL	<u>\$0.081220/\$100</u>

DISTRICT PRESIDENT'S RECOMMENDATION: The District President recommends that a meeting be held to adopt the 2024 tax rate for Collin County Community College District at 5:45 p.m. or thereafter, on Tuesday, August 27, 2024, at the Collin Higher Education Center, 3452 Spur 399, McKinney, Texas in Board Room 139.

SUGGESTED MOTION: "Mr. Chairman, I move that the meeting to adopt the 2024 tax rate for Collin County Community College District be held at 5:45 p.m. or thereafter, on Tuesday, August 27, 2024, at the Collin Higher Education Center, 3452 Spur 399, McKinney, Texas, in Board Room 139."

THE BOARD MUST ANNOUNCE: *"The meeting to adopt the 2024 tax rate of Collin County Community College District will be held at 5:45 p.m. or thereafter, on Tuesday, August 27, 2024, at the Collin Higher Education Center, 3452 Spur 399, McKinney, Texas in Board Room 139."*

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.081220 per \$100 valuation has been proposed by the governing body of Collin County Community College District.

PROPOSED TAX RATE	\$0.081220 per \$100
NO-NEW-REVENUE TAX RATE	\$0.075861 per \$100
VOTER-APPROVAL TAX RATE	\$0.083269 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for Collin County Community College District from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval rate is the highest tax rate that Collin County Community College District may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Collin County Community College District is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON August 27, 2024 AT 5:30 PM AT the Collin Higher Education Center Board Room, 3452 Spur 399, McKinney, TX 75069.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, Collin County Community College District is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Board of Trustees of Collin County Community College District at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal:	Andrew Hardin	Jay Saad
	Cathie Alexander	Stacy Arias
	Dr. Bob Collins	Megan Wallace

AGAINST the proposal:

PRESENT and not voting:

ABSENT:	Greg Gomel	Dr. Raj Menon
	Jim Orr	

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state. 6

The following table compares the taxes imposed on the average residence homestead by Collin County

Community College District last year to the taxes proposed to be imposed on the average residence homestead by Collin County Community College District this year.

	2023	2024	Change
Total tax rate (per \$100 of value)	\$0.081220	\$0.081220	increase of 0.000000 per \$100, or 0.00%
Average homestead taxable value	\$377,286	\$421,867	increase of 11.82%
Tax on average homestead	\$306.43	\$342.64	increase of 36.21, or 11.82%
Total tax levy on all properties	\$148,192,492	\$164,753,586	increase of 16,561,094, or 11.18%

For assistance with tax calculations, please contact the tax assessor for Collin County Community College District at 972-547-5020 or taxassessor@collincountytx.gov, or visit www.collin.edu for more information.

CONSENT AGENDA ITEMS TO BE CONSIDERED

2024-08-3-C1	Approval of the Minutes of the August 2, 2024 Regular Meeting	pg. 9
2024-08-3-C2	Report Out of the Finance and Audit Committee and Consideration of Approval of the Authorized Broker/Dealer List	pg. 15
2024-08-3-C3	Report Out of the Finance and Audit Committee and Consideration of Approval for the extension of Abernathy, Roeder, Boyd & Hullett P.C. to serve the District in the Collection of All Delinquent Ad Valorem Taxes, Penalties, and Interest Owed to the District	pg. 18
2024-08-3-C4	Consideration of Approval of an Interlocal Jail Services Agreement with Collin County	pg. 22
2024-08-3-C5	Consideration of Approval of an Interlocal Agreement with the City of Plano for Continuing Education Courses for City of Plano Employees	pg. 27
2024-08-3-C6	Consideration of Approval of an Interlocal Agreement with Deep East Texas Self Insurance Fund Effective September 1, 2024	pg. 38
2024-08-3-C7	Consideration of Approval of Course Fee and Fee Modification Requests for Spring 2025	pg. 43

August 27, 2024

SUBJECT

Approval of the Minutes of the August 2, 2024 Regular Meeting

RECOMMENDATION

The District President recommends approval of the minutes of the August 2, 2024 Regular Meeting.

RESOURCE PERSONNEL

Donna Ludwig, Secretary to the Board of Trustees

ATTACHMENTS

- A) August 2, 2024 Regular Meeting Minutes

Respectfully Submitted By:

A handwritten signature in black ink that reads "Donna Ludwig". The signature is written in a cursive style with a large initial 'D' and a long, sweeping underline.

Donna Ludwig, Secretary to the Board of Trustees

**Minutes of Regular Meeting
August 2, 2024**

**Board of Trustees
Collin County Community College District**

Collin County Community College District conducted its Regular Monthly Board of Trustees meeting on August 2, 2024, at the Collin Higher Education Center, 3452 Spur 399, McKinney, TX 75069 ("CHEC"), with Chair Andrew Hardin presiding. Trustees in attendance were Ms. Cathie Alexander, Ms. Stacy Arias, Dr. Robert Collins, Mr. Andrew Hardin, Dr. Raj Menon, Mr. Jay Saad, and Ms. Megan Wallace. Mr. Greg Gomel and Mr. Jim Orr were absent.

CALL TO ORDER: 9:00 a.m., Board Room 139, CHEC.

ADJOURNMENT TO CLOSED OR EXECUTIVE SESSION

Chair Hardin adjourned the regular meeting to Board Conference Room 135, CHEC, for closed or executive session pursuant to the Texas Government Code Chapter 551.001 et seq., to wit at 9:01 a.m.

Section 551.074 Personnel Matters

- a. Discuss appointment, employment, evaluation, reassignment, duties, discipline, or responsibilities of college employees

Sections 551.082 and 551.0821 – Certain Deliberations Regarding Student Disciplinary Matters or Personally Identifiable Information About a Student

- a. Discussion of disciplinary expulsion of students

Section 551.071 Consultations with Attorney

- a. Consultation with the college's General Counsel on a matter in which the attorney has an ethical duty of confidentiality

Sections 551.076 and 551.089 Deliberations Regarding Security Devices or Security Audits

- a. Discuss deployment or specific occasions for implementation of security devices or security personnel

Section 551.072 Deliberations Regarding Real Property

- a. Discuss the purchase, exchange, lease, or value of property available around existing college campuses and financing of potential future campus projects in the college's service area

RECONVENE REGULAR MEETING: 10:01 a.m., Board Room 139, CHEC.

1. Pledges of Allegiance

WELCOME STUDENT VISITORS

PUBLIC COMMENT

There was no public comment.

Approval of the August 2, 2024 Consent Agenda Items

2024-08-1-C1 Approval of the Minutes of the June 25, 2024 Regular Meeting

On motion of Trustee Collins, and second of Trustee Menon, the August 2, 2024 Consent Agenda was approved by a vote of 7-0.

CONSIDERATION OF ACTION ON AGENDA ITEMS

2024-08-1-1 Report Out of the Campus Facilities and Construction Committee and Consideration of Approval of the Updated Prevailing Wage Rates Required by Board Policy CM (Legal) and Government Code Chapter 2258 for Construction Projects

Discussion: Trustee Arias, Chair of the Campus Facilities and Construction Committee, brought forth, in the form of a motion and second, the Committee's recommendation for approval of the updated prevailing wage rates required by Board Policy CM (Legal) and Government Code Chapter 2258 for construction projects.

The motion was approved 7-0 as presented.

2024-08-1-2 Report Out of the Campus Facilities and Construction Committee and Consideration of Approval for the District President to Negotiate and Sign a Donation Agreement with Royse City, Texas

Discussion: Trustee Arias, Chair of the Campus Facilities and Construction Committee, brought forth, in the form of a motion and second, the Committee's recommendation for approval for the District President to Negotiate and Sign a Donation Agreement with Royse City, Texas.

The motion was approved 7-0 as presented.

2024-08-1-3 Report Out of the Campus Facilities and Construction Committee and Consideration of Approval of the Updated Phase I Project Cost Funding Methodology

Discussion: Trustee Arias, Chair of the Campus Facilities and Construction Committee, brought forth, in the form of a motion and second, the Committee's recommendation for approval of the updated Phase I project cost funding. The Committee proposed "methodology" be removed from the agenda title.

The motion was approved 7-0 as presented.

2024-08-1-4 Report Out of the Finance and Audit Committee and Consideration of Approval of a Resolution Providing for the Issuance of Revenue Bonds

Discussion: Trustee Saad, Chair of the Finance and Audit Committee, brought forth, in the form of a motion and second, the Committee's recommendation for approval of a resolution providing for the issuance of revenue bonds.

The motion was approved 7-0 as presented. The resolution is attached.

2024-08-1-5 Vote on Consideration of the Proposed Tax Rate for 2024

On motion of Trustee Menon, and second of Trustee Alexander, this item was approved by a vote of 7-0. A record vote was made as required by Board Policy, 7-0 voted in favor.

2024-08-1-6 Consideration of Approval of the Calculated No-New-Revenue Tax Rate and Voter-Approved Tax Rate

On motion of Trustee Arias, and second of Trustee Wallace, this item was approved by a vote of 7-0.

2024-08-1-7 Action to Schedule a Public Hearing Related to the 2024 Proposed Tax Rate

On motion of Trustee Menon, and second of Trustee Wallace, this item was approved by a vote of 7-0.

2024-08-1-8 Consideration of Approval of the School Marshal Appointment for the Recommended Candidates

On motion of Trustee Alexander, and second of Trustee Menon, this item was approved by a vote of 7-0.

PUBLIC COMMENT

There was no additional public comment.

INFORMATION REPORTS

Workday Student Status Report for July 2024
Personnel Report for August 2, 2024
Continuing Education - External Vendor Courses Audit # 24-01
Revenues and Expenses as of June 30, 2024
Statement of Net Position as of June 30, 2024
Monthly Investment Report as of June 30, 2024
AECOM Monthly Report for June 2024

PRESIDENT'S AND BOARD ANNOUNCEMENTS

Comments on: workshops, seminars, and conferences taking place at the College; awards received; accomplishments and appointments at the local, state, and national level; published articles and newspaper reports; upcoming events; and recent news.

ADJOURNMENT

Chair Hardin adjourned the meeting of the Board of Trustees of Collin County Community College District at 10:26 a.m.

RESOLUTION PROVIDING FOR THE ISSUANCE OF REVENUE BONDS AND AUTHORIZING THE DISTRICT PRESIDENT AND DESIGNATED STAFF AND PROFESSIONAL ADVISORS TO PREPARE AND DISTRIBUTE DOCUMENTS AND TAKE ACTIONS NECESSARY IN CONNECTION WITH ISSUANCE OF SUCH BONDS; EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF PROJECTS

WHEREAS, Collin County Community College District (the “*College*”) was organized, created and established pursuant to the laws of the State of Texas as a junior college district and political subdivision of the State of Texas, and the College operates under the authority of the Texas Education Code, as amended; and

WHEREAS, the Board of Directors of the District (the “*Board*”) has determined a need to design, construct, improve and equip certain facilities consisting generally of renovations and building improvements in various areas of the Plano Campus such as classrooms, dining spaces, bookstores, and common areas; constructing and equipping a new health science building; improvements to the Wylie Campus providing for a CTE Building; various campus security enhancements; and other capital improvements throughout the College (the “*Projects*”), although such list is not exhaustive and not a limitation on eligible projects that may be financed by a future issuance of Bonds; and

WHEREAS, the Board deems it necessary and appropriate to issue a series of revenue bonds (the “*Bonds*”) to finance such Projects and pursue a plan of finance to issue the proposed Bonds; and

WHEREAS, the College expects to pay expenditures for such Projects prior to the issuance of Bonds for which a prior expression of intent to finance is required by the Internal Revenue Code; and

WHEREAS, the College finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful mission, Master and Strategic Plans, and/or objectives of the College and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Bonds to finance the Projects; and

WHEREAS, the Board deems it advisable to authorize and direct the District President and designated College’s staff and financial advisors and bond counsel to prepare and distribute the necessary documents and take necessary actions in connection with preparing for the issuance of the proposed Bonds; provided that no such Bonds shall be issued without the approval of the Board approving the order authorizing the Bonds; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COLLIN COUNTY COMMUNITY COLLEGE DISTRICT:

Section 1. Authorization of Staff and Professional Advisors; Board Approval. The Board hereby authorizes the District President to designate College Staff, the College's financial advisors and Bond Counsel to prepare and distribute all documents and take actions deemed necessary to prepare for the issuance of the proposed Bonds, including preparation of necessary orders and resolutions, offering documents, rating agency presentations and related actions. Notwithstanding the forgoing, no such Bonds shall be issued without the approval of the Board approving the order authorizing the Bonds at a future Board meeting.

Section 2. Reimbursement of Funds. The College reasonably expects to issue one or more series of Bonds of which a maximum principal amount equal to \$10,000,000 will be used for the purpose of reimbursing the costs of Projects incurred or paid prior to the issuance of the Bonds. All costs to be reimbursed pursuant hereto will be permissible capital expenditures or eligible preliminary costs such as design and architectural fees, surveying, soil testing and similar costs.

Section 3. Limitation on Issuance of Bonds. No Bonds will be issued in furtherance of this Resolution after a date which is later than eighteen months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service. Furthermore, no Bonds will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. Incorporation of Recitals. The Board hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Board hereby incorporates such recitals as a part of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately after its adoption.

PASSED AND APPROVED BY THE BOARD OF TRUSTEES OF THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT AT A REGULAR MEETING HELD AUGUST 2, 2024 AT WHICH MEETING A QUORUM WAS PRESENT.

Chair, Board of Trustees
Collin County Community College District

ATTEST:

Secretary, Board of Trustees
Collin County Community College District

August 27, 2024

SUBJECT

Report Out of the Finance and Audit Committee and Consideration of Approval of the Authorized Broker/Dealer List

RECOMMENDATION

The District President recommends approval of the approved broker/dealers with which the College is authorized to transact investment activity.

Policy CAK (Local) requires that the Board of Trustees annually review and approve the list of approved broker/dealers with which the College is authorized to transact investment activity. A contract with Meeder Investment Management, Inc. allows them to act as an investment advisor to the College. In their capacity as an investment advisor, Meeder Investment Management, Inc. has recommended a list of primary dealers with which the College is authorized to execute securities transactions. Primary dealers are banks or securities broker-dealers who may trade directly with the Federal Reserve System of the United States. Primary dealers purchase the vast majority of U.S. Treasury securities and resell them to the public and other brokerage firms. Due to the large volume of U.S. Treasury securities they trade, primary dealers are often able to offer securities at advantageous prices.

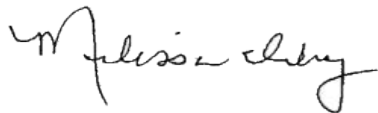
RESOURCE PERSONNEL

Melissa Irby, Chief Financial Officer

ATTACHMENT

- A) Approved Broker/Dealer List
- B) Resolution – Adopting Authorized Broker/Dealer List

Respectfully Submitted By:



Melissa Irby
Chief Financial Officer



Approved Broker/Dealer List 6/30/2024

Academy Securities ²	MarketAxess Corporation
Arbor Research & Trading, LLC	Mizuho Securities ¹
Bank of America/Merrill Lynch ¹	Moreton Capital Markets
Barclays Capital Inc. ¹	Morgan Stanley ¹
Blaylock Van, LLC ²	Multi-Bank Securities ²
BMO Capital Markets ¹	Oppenheimer
BNY Capital Markets	Piper Sandler & Co
BOK Financial	PNC Capital Markets LLC
Brean Capital	Raymond James
Cantor Fitzgerald & Co. ¹	RBC Securities ¹
CastleOak Securities ²	Rice Financial
Citigroup Global Markets Inc ¹	Robert W. Baird
D.A. Davidson	Santander US Capital Markets ¹
Daiwa Capital Markets ¹	Siebert Williams Shank ²
FHN Financial	Stephens Inc
Goldman Sachs & Co. ¹	Stifel Nicolaus
Great Pacific ²	StoneX Group Inc.
Hilltop Securities	TD Securities ¹
Huntington Bank	TRUIST Securities Inc. (formally Suntrust)
InspereX (formerly InCapital)	UBS Financial ¹
Jefferies ¹	UMB Financial Services
JPMorgan Securities ¹	U.S. Bancorp Investments
Keybank Capital Markets	Wells Fargo ¹
Loop Capital Markets ²	

Note: Direct issuers of CP and CDs are considered to be approved counterparties if approved as an issuer.

1 Primary Government Securities Dealer

2 Minority, Woman owned, or Service Disabled-Veteran owned Enterprise

Important Disclosures

This list is current as of the effective date only and is subject to change without notice. This list is for informational purposes only, and may not be relied upon for any other purpose. The list does not imply counterparty approval for derivatives of any type. This information is confidential and may not be distributed without prior written consent of Meeder Public Funds, Inc.

**RESOLUTION
ADOPTING AUTHORIZED BROKER/DEALER LIST**

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.025) requires the governing body or its designated investment committee, no less than annually, to review, revise, and adopt a list of qualified broker/dealers authorized to engage in investment transactions; and

WHEREAS, the following broker/dealers are recommended for approval:

Broker/Dealer List		
Academy Securities	Great Pacific	Raymond James
Arbor Research & Trading, LLC*	Hilltop Securities	RBC Securities
Bank of America/Merrill Lynch	Huntington Bank	Rice Financial
Barclays Capital Inc.*	InspereX (InCapital)	Robert W. Baird
Blaylock Van, LLC*	Jefferies	Santander US Capital Markets
BMO Capital Markets*	JPMorgan Securities	Siebert Williams Shank
BNY Capital Markets	Keybanc Capital Markets	Stephens Inc
BOK Financial	Loop Capital Markets	Stifel Nicolaus
Brean Capital	MarketAxess Corporation	StoneX Group Inc.
Cantor Fitzgerald & Co.	Mizuho Securities	TD Securities
CastleOak Securities	Moreton Capital Markets	TRUIST Securities Inc. (Suntrust)
Citigroup Global Markets Inc*	Morgan Stanley	UBS Financial
D.A. Davidson	Multi-Bank Securities	UMB Financial Services
Daiwa Capital Markets	Oppenheimer	U.S. Bancorp Investments*
FHN Financial	Piper Sandler & Co	Wells Fargo
Goldman Sachs & Co.	PNC Capital Markets LLC	

NOW, THEREFORE, BE IT RESOLVED that the companies on the list provided are authorized as broker/dealers for the District. (* New Broker for 2024-25)

In accordance with the Act and the Investment Policy, a copy of the Investment Policy will be sent to each broker/dealer on the list whenever a material change is made to the Policy, and each broker/dealer will be required to provide written certification of their review of the Investment Policy.

Any qualified Texas bank used for time or demand deposits may be approved by the investment officers as identified through the competitive process without Board action.

The College has complied with the requirements of the Public Funds Investment Act, and the list of authorized broker/dealers is hereby adopted.

PASSED, ADOPTED, AND APPROVED by the Board the 27th day of August 2024.

August 27, 2024

SUBJECT

Report Out of the Finance and Audit Committee and Consideration of Approval for the extension of Abernathy, Roeder, Boyd & Hullett P.C. to serve the District in the Collection of All Delinquent Ad Valorem Taxes, Penalties, and Interest Owed to the District

RECOMMENDATION

Abernathy, Roeder, Boyd & Hullett P.C. have been providing the collection of delinquent taxes since the inception of the District. This arrangement was made through the tax collection contract that Collin College has with Collin County.

Payment for these services is through the collection of fees collected from taxpayers as provided by Texas Property Tax Code Section 33. A delinquent tax roll will be furnished to Abernathy, Roeder, Boyd & Hullett P.C. for the purpose of collecting taxes on behalf of the District.

Texas Education Code 44.031 (f) exempts the procurement of services performed by attorneys from the competitive solicitation process.

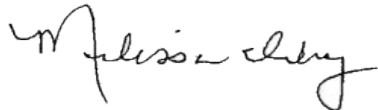
RESOURCE PERSONNEL

Melissa Irby, Chief Financial Officer

ATTACHMENT

- A) Amendment for Delinquent Tax Collection
- B) Collin College Notice 2254
- C) Written Findings as to the Collections Contract with Abernathy

Respectfully Submitted By:



Melissa Irby
Chief Financial Officer

**Amendment No. 1 Extending the
Contract for the Collection of Delinquent Taxes
between
Collin County Community College District
and
Abernathy, Roeder, Boyd & Hullett, P.C.**

Effective **September 1, 2024** (“Effective Date”), this Amendment No. 1 (“Amendment”) to the Contract for the Collection of Delinquent Taxes between the above-referenced parties approved by the Board of Trustees on December 10, 2019 and Restated effective March 2, 2021 (the “Prior Contract”) is hereby entered into by and between Collin County Community College District (the “College”) and Abernathy, Roeder, Boyd & Hullett, P.C. (the “Firm”) according to the terms and conditions herein.

- A. There terms and condition of the Prior Contract, including as restated, are incorporated into this Amendment as if written word for word herein, except as follows:
 - a. **Section X.** The Term of the Prior Contract is hereby amended and the first sentence of Section X therein now reads: *“The term of this Contract shall be for five (5) years, from September 1, 2024, through August 31, 2029, with the option to renew for an additional five (5) year term, if mutually agreeable.”* All other terms and conditions in Section X shall remain the same.
- B. Except as expressly modified above, all other terms and conditions of the Prior Contract, including any prior amendments or modifications thereto, shall remain the same.
- C. This Amendment may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Amendment.

AGREED AS OF THE EFFECTIVE DATE LISTED ABOVE BY THE PARTIES AS SHOWN BELOW:

Collin County Community College District

Abernathy, Roeder, Boyd & Hullett, P.C.

H. Neil Matkin, Ed.D.
Title: District President
Date: _____

Name: _____
Title: _____
Date: _____

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, the Collin College (“District”), wishes to renew its contingent fee contract with the law firm of Abernathy, Roeder, Boyd & Hullett, P.C. (“Firm”) and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

- A. The District is pursuing a renewal of its contract with the Firm for the collection of delinquent property taxes owed to the District and through this contract the District seeks to increase recovery of its delinquent debts in the most effective and efficient manner. The desired outcome is the efficient collection of delinquent property taxes, penalties, and interest. GOVT. CODE § 2254.1036(1)(A).
- B. The District believes the Firm has the qualifications, competency, and experience necessary to fulfill the contract. GOVT. CODE § 2254.1036(1)(B). The Firm and its predecessor, Gay, McCall, Isaacks, & Roberts, PC, collected delinquent government receivables for nearly 40 years, and represented Collin College in delinquent tax matters, and the Firm has continued that tradition since Gay, McCall, Isaacks, & Roberts, PC, joined in July 2018. The Firm is local, with an office in McKinney, Texas. It employs more than 50 individuals, including 22 attorneys. Its collection team consists of long-term Firm employees, including attorneys, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts.
- C. The nature of any relationship between the District and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C).
 - i. The Firm and its predecessor Gay, McCall, Isaacks & Roberts, PC, has represented the District in the collection of delinquent taxes for many years.
- D. The District is unable to perform this function and efficiently collect its own delinquent taxes. GOVT. CODE § 2254.1036(1)(D). The services involve filing a high volume of cases each month and performing the services in-house would require the taxing units to invest in additional technology, personnel, and other resources to provide adequate support services incidental to the legal services.
- E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent taxes (Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48). This percentage-based fee is assessed only against the debtor and not the District or taxpayers of the District. The collection of delinquent taxes is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent taxes due and represent an additional cost to the District. The Tax Code does not expressly authorize the District to pay for collection services based on an hourly fee.
- F. The District believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the District or taxpayers in the District. This contract will allow the Taxing Entities to recover delinquent property taxes, penalties and interest that are essential revenue.

Posted by the Collin College Board of Trustees the 23rd day of August, 2024.

Written Findings as to the Collections Contract with Abernathy, Roeder, Boyd & Hullett, P.C.:

The governing body for the College, in support of its decision to contract with Abernathy, Roeder, Boyd & Hullett, P.C. and pursuant to Section 2254.1036, of the Government Code, hereby finds the following to be true:

- 1) there is a substantial need for the legal services specified in said contract;
- 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the College; and
- 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because College does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

APPROVED and EXECUTED this the ____ day of _____, 2024.

Title: Board Secretary

Collin County Community College District

August 27, 2024

SUBJECT

Consideration of Approval of an Interlocal Jail Services Agreement with Collin County

RECOMMENDATION

The District President recommends approval of the proposed interlocal agreement with Collin County on behalf of the Collin County Detention Facility for the Collin College Police Department.

RATIONALE

Collin County operates the Collin County Detention Facility for persons accused or convicted of violating state law. The county detention facility is also available to law enforcement agencies in the county that do not have detention facilities within their jurisdiction.

The Collin College Police Department employs commissioned police officers who have arrest powers equal to municipal officers in surrounding cities. On occasion, Collin College police officers may effect arrests that necessitate detainees, who are considered to be a danger to themselves or others, be held in a secure facility. The Interlocal Jail Services Agreement will allow Collin College police officers the continued use of the county jail.

The interlocal agreement is for the period of October 1, 2024 through September 30, 2025. The current interlocal agreement expires on September 30, 2024.

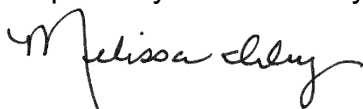
RESOURCE PERSONNEL

Melissa Irby, Chief Financial Officer

ATTACHMENTS

- A) Contract Document
- B) FY25 Inmate Housing Fees

Respectfully Submitted By:



Melissa Irby, Chief Financial Officer



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: Collin County Community College
District
3452 Spur 399
McKinney, TX 75069

Contract No. 2021-011
Contract: Jail Services, Collin County Community
College District

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1: The agreement will be renewed for a period of one (1) year, beginning October 1, 2024, through and including September 30, 2025.

Item #2: Charges for fiscal year 2025: \$127.80 per day, per inmate

Item #3: Update Section 8 Civil Liability clause of the agreement to the following -

The District and County ("Parties") agree through this contract that the Parties are individually responsible for any civil liability that arises from their provision of services under this Agreement. See Gov't Code, § 791.006(b).

This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents. "District" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the Parties will reasonably cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the Parties' supervision or control.

FROM:

The District is responsible for any civil liability that arises from the County's provision of services under this Agreement. See Gov't Code, § 791.006(b). The District will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the County will reasonably cooperate with the District in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the County's supervision or control.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 4 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____, to be effective on October 1, 2024.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE: _____

DATE: _____

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: Purchasing Agent

DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2020-1000-10-12

Amendment	<u>No. 1</u>	Court Order No.	<u>2021-947-09-27</u>	Summary	<u>One year renewal; fees updated</u>
Amendment	<u>No. 2</u>	Court Order No.	<u>2022-1168-10-24</u>	Summary	<u>One year renewal; fees updated</u>
Amendment	<u>No. 3</u>	Court Order No.	<u>2023-1099-11-06</u>	Summary	<u>One year renewal; fees updated</u>
Amendment	<u>No. 4</u>	Court Order No.	<u></u>	Summary	<u>Renewal, Fees, Sec. 8 updated</u>

Inmate per Day Expense Entity Impact

Entity	FY 2020 Actual Paid	FY 2021 Actual Paid	FY 2022 Actual Paid	FY 2023 Actual Paid	FY 2024 YTD Actual Paid	FY 2024 Inmate Days Utilizing FY 2025 Adopted Rate
Anna	\$ 4,543.88	\$ 4,296.27	\$ 3,057.60	\$ 3,367.76	\$ 1,287.60	\$ 1,533.64
Anna ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Baylor Scott & White	-	-	-	-	-	-
Celina	2,271.94	822.69	1,117.20	918.48	\$ 643.80	\$ 766.82
Collin Co. Community College	-	274.23	58.80	-	\$ -	\$ -
Community ISD	-	-	-	-	\$ -	\$ -
DART	188.94	-	294.00	76.54	\$ -	\$ -
Fairview	98.78	639.87	176.40	306.16	\$ 107.30	\$ 127.80
Farmersville	1,284.14	1,462.56	940.80	382.70	\$ -	\$ -
Farmersville ISD	-	-	-	-	\$ -	\$ -
Josephine	98.78	-	-	-	\$ -	\$ -
Lavon	790.24	-	-	153.08	\$ -	\$ -
Lucas	-	-	-	-	\$ -	\$ -
McKinney	36,977.85	33,090.42	20,756.40	22,579.60	\$ 8,905.90	\$ 10,607.68
Melissa	3,457.30	5,119.06	2,822.40	3,138.14	\$ 1,394.90	\$ 1,661.44
Murphy	4,642.66	1,279.74	58.80	841.94	\$ -	\$ -
Parker	395.12	-	-	-	\$ -	\$ -
Princeton	5,926.80	4,753.32	4,998.00	4,133.16	\$ 1,394.90	\$ 1,661.44
Prosper	4,247.54	914.10	1,058.40	4,209.70	\$ 1,502.20	\$ 1,789.25
Prosper ISD	-	-	176.40	-	\$ -	\$ -
St Paul	-	-	-	-	\$ -	\$ -
Westminister	-	-	-	-	\$ -	\$ -
Wylie	2,271.94	91.41	-	-	\$ -	\$ -
	\$ 67,195.91	\$ 52,743.67	\$ 35,515.20	\$ 40,107.26	\$ 15,236.60	\$ 18,148.08
Rates	\$ 98.78	\$ 91.41	\$ 58.80	\$ 76.54	\$ 107.30	\$ 127.80
# City Days	680	577	604	524	142	

0001-50030-0001-64-00-0000-440054-

Federal Inmate Housing	\$ 1,179,869.74	\$ 510,154.19	\$ 1,183,665.00	\$ 1,172,535.00	\$ 467,670.00	\$ 467,670.00
# Federal Days	11,944	4,859	11,273	11,167	4,454	

# Total Days	350116	341105	359851	391046	145604
# County Days	337,491	335,669	347,974	379,355	141,008

Facility Utilization

% County	96.39%	98.41%	96.70%	97.01%	96.84%
% City	0.19%	0.17%	0.17%	0.13%	0.10%
% Federal	3.41%	1.42%	3.13%	2.86%	3.06%

August 27, 2024

SUBJECT

Consideration of Approval of an Interlocal Agreement with the City of Plano for Continuing Education Courses for City of Plano Employees

RECOMMENDATION

The District President recommends approval of an Interlocal Agreement between Collin College and the City of Plano for continuing education courses, including business productivity courses, to be provided by Collin College to City of Plano employees.

RATIONALE

The Interlocal Cooperation Act, Texas Government Code, Chapter 791, provides authority for covered entities such as the City of Plano and Collin College to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act. The City of Plano wishes to give its employees the ability to obtain continuing education courses offered by Collin College in soft skills, business productivity, and language. The Interlocal Agreement is for an initial period of twelve months, with the option for the City of Plano to extend it for an additional three years. The City of Plano has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Interlocal Agreement. The continuing education courses offered will provide City of Plano employees with additional knowledge and skills to more effectively serve the citizens of the City of Plano.

BUDGETARY CONSIDERATION

Total compensation under this agreement is estimated to be \$20,000.

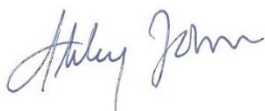
RESOURCE PERSONNEL

Dr. Abe Johnson, SVP Campus Operations

ATTACHMENT

- A) Interlocal Agreement by and between the City of Plano, Texas and Collin County Community College District for Higher Education, 2024-0528-I

Respectfully Submitted By:



Dr. Abe Johnson, SVP Campus Operations

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND
COLLIN COUNTY COMMUNITY COLLEGE DISTRICT
FOR HIGHER EDUCATION
2024-0528-I**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "College", as follows:

WITNESSETH:

WHEREAS, Plano is a political subdivision and College is an institution of higher education within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Plano and College to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Plano wishes to give its employees the ability to obtain a Higher Education Continuing Education Courses (the "Program") offered by College; and

WHEREAS, College is an institution of higher education that offers business productivity education courses and desires to offer the courses to Plano employees; and

WHEREAS, Plano has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the Program will provide Plano employees with additional knowledge and skills to more effectively serve the citizens.

NOW, THEREFORE, Plano and College, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.
TERM**

This Agreement shall be for a period of twelve (12) months commencing upon effective date hereof ("Initial Term"). This Contract shall automatically renew for up to three (3) twelve-month periods (each a "Renewal Term") unless sooner terminated pursuant to **Section V. TERMINATION**.

**II.
THE PROGRAM**

The parties agree that College shall offer Soft Skills, Business Productivity and Language courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing and signed by both parties.

**III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES**

1. Plano shall designate a program liaison who will manage program details and work with College's Program manager in content and logistics planning. Plano shall provide College with required student-employee information for the purpose of registration and documentation. Plano shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment.
2. College shall provide curriculum design, Program delivery, assembly of Program materials, development of materials for participants, and a Program manager to work with Plano.

**IV.
CONSIDERATION / FEES**

A. Plano shall pay College according to the terms set out in **Exhibit "A"**, attached hereto and made a part hereof. Payment shall be made by Plano within 30 days of receipt of invoice for services provided. Total compensation under this Agreement shall not exceed the sum of **TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)** annually. Plano will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Plano having the revenues available for that contract term.

Course materials may include workbooks from industry vendors or custom-designed materials from a professional trainer approved by the College. Plano reserves the right to review all course presentations and materials prior to the scheduled course. Material costs will vary. Any material cost exceeding \$20.00 per participant for any course will need prior approval from Plano. If Plano cancels a class less than seven (7) days before the training start date, College will assess a charge equal to fifty percent (50%) of the class fee plus the cost of non-refundable, non-returnable materials if applicable.

B. College recognizes that this Agreement shall commence upon the Effective Date (hereinafter defined) and continue in full force and effect until termination in accordance with its provisions. College and Plano herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds

were appropriated, and the parties shall have no further obligations hereunder for future payments.

**V.
TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Plano shall pay all fees and costs, if any, incurred by College pursuant to this Agreement through the effective date of termination or receipt of final invoice.

**VI.
RELEASE AND HOLD HARMLESS**

COLLEGE, TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREES TO BE RESPONSIBLE FOR ITS OWN ACTS OF NEGLIGENCE AND PLANO, TO THE EXTENT ALLOWED BY LAW AND WITHOUT WAIVING ANY RIGHTS OR PROTECTIONS PROVIDED THEREIN, AGREES TO BE RESPONSIBLE FOR ITS OWN ACTS OF NEGLIGENCE WHICH MAY ARISE IN CONNECTION WITH ANY AND ALL CLAIMS FOR DAMAGES, COST, AND EXPENSES TO PERSON OR PERSONS AND PROPERTY THAT MAY ARISE OUT OF OR BE OCCASIONED BY THIS AGREEMENT.

IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE, COLLEGE AND PLANO AGREE THAT RESPONSIBILITY SHALL BE APPORTIONED COMPARATIVELY. THIS OBLIGATION SHALL BE CONSTRUED FOR THE BENEFIT OF THE PARTIES HERETO, AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES, NOR TO CREATE LIABILITY FOR THE BENEFIT OF ANY THIRD PARTIES, NOR TO DEPRIVE THE PARTIES HERETO OF ANY DEFENSES EACH MAY HAVE AS AGAINST THIRD PARTIES UNDER THE LAWS AND COURT DECISIONS OF THE STATE OF TEXAS.

**VII.
NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

**Collin County Community College
Representative:**

Name: Janna Nixon
Title: Director, Corporate Training
Company: Collin County Community College District
Address: 4800 Preston Park Boulevard
City/State/Zip: Plano, TX 75093
Phone: 972-599-3188 / Email: jnixon@collin.edu

City of Plano Representative:

Name: Debbie Speed
Title: Training Coordinator, Senior
Company: City of Plano, Texas
Address: 1520 K Avenue, Suite 130
City/State/Zip: Plano, TX 75074
Phone: 972-941-7217 / Email: debbies@plano.gov

VIII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. College has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

IX.
SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

X.
VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

XI.
INSURANCE AND CERTIFICATES OF INSURANCE

College shall procure and maintain for the duration of the Agreement insurance coverage as set forth in the Insurance Requirements marked **Exhibit "B"**, attached hereto and incorporated herein by reference. College shall provide a signed insurance certificate verifying that it has obtained the required insurance coverage prior to the effective date of this Agreement.

XII.
INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

XIII.
REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or

remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIV.
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

**XV.
EFFECTIVE DATE**

This Contract shall be effective from and after the date of September 15, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

**COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT**

Date: _____

By: _____

Name: _____

TITLE: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____

Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT "A"

Program: **Soft Skills, Business Productivity and Language courses.**

Courses offered under this Program may include, but are not limited to, the following:

- Leadership
- Customer Service
- Diversity
- Ethics
- Communications
- Business writing
- DiSC
- Project Management
- CPR/First Aid
- Spanish
- English-as-a-Second Language
- Computer Training

Continuing Education Units: City employees will be given the opportunity to receive continuing education units as appropriate for each course length.

Materials/Supplies Costs: City of Plano will make copies of most course materials. Material costs will not exceed \$20.00 per student for any course without prior authorization.

Scheduled Course Dates: To be determined by **Plano** and **College**.

Instructor: College will employ qualified instructors to provide educational services in accordance with state regulations and policies of the College.

Participants and Tuition:

TOPIC	TERM	COST*	
		1/2 Day	Full day
	Year 1: 9/1/24-8/31/25		
Leadership & Soft Skills		\$1,750.00	\$3,500.00
MS Office		\$1,000.00	\$1,800.00
Business Communications		\$1,600.00	\$3,200.00
	Year 2: 9/1/2025 -8/31/26		
Leadership & Soft Skills		\$1,800.00	\$3,600.00
MS Office		\$1,025.00	\$1,850.00
Business Communications		\$1,650.00	\$3,300.00
	Year 3: 9/1/26 -8/31/27		
Leadership & Soft Skills		\$1,860.00	\$3,720.00
MS Office		\$1,050.00	\$1,900.00
Business Communications		\$1,725.00	\$3,400.00

*Up to 25 participants

Online classes are available for individuals or groups; fees are based upon course

Foreign Language & ESL classes are available and are priced by course/duration

COMPLIANCE WITH HIGHER EDUCATION COORDINATING BOARD RULES

Under the terms and conditions of this Agreement:

- A. The courses will remain under the sole and direct control of the College;
- B. Instructors of Company must meet qualifications stipulated by the College;
- C. College retains supervision of instructors;
- D. College will approve curriculum provided by the Company;
- E. College is responsible for recruitment through Company, admission, counseling of students; and
- F. If the Texas Higher Education Coordinating Board adopts new rules during the term of this Agreement, these new rules will prevail.

EXHIBIT "B"
CITY OF PLANO
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

Listed on the following pages are the types and amounts of insurance required.

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.
5. Where indicated as required, "The City of Plano, the City Council and its members, the City's agents, officers, directors, and employees shall be included as an additional insured under all insurance coverage required." (This statement must be in the Description of Operations/Locations/Vehicles Section of the ACORD 25 Form).
6. Endorsements for certain coverages may be required, see the following pages for coverages requiring endorsements.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall contain the following information and accompany required endorsements as identified (see #3, #5 and #6):

- List each insurer's NAIC Number or FEIN
- State the following in the Certificate Holder Section:

The City of Plano
Risk Management Division
1520 K Avenue, Suite 117
Plano, Texas, 75074

General Contracts – Insurance Requirements

Coverage	Requirement	Details	Importance
Auto	Limit per Accident or Combined Single Limit	1,000,000	Major
	Coverage to include "Owned, Non-Owned, and Hired" automobiles.		Major
	Additional Insured - CA 2048		Major
	Additional Insured		Major
	Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.		Major
	Self-Insured Retention Declared & Approved		Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	AM Best Rating	A- (Excellent)	Major
	30 Day NOC		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
	General Liability	Limit per Occurrence	1,000,000
Aggregate Limit		2,000,000	Major
Personal & Advertising Injury Limit		1,000,000	Major
Products & Completed Operations Limit		2,000,000	Major
Self-Insured Retention Declared & Approved			Major
Additional Insured – CG 2010 or 2033 and 2037 (or equivalent)			Major
Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.			Major
Primary & Non-Contributory			Major
Waiver of Subrogation			Major
AM Best Rating		A- (Excellent)	Major
30 Day NOC			Major
"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.			Major
Workers Compensation		Employers Liability Limit	1,000,000
	Limit Meets WC Statutory Minimum		Major
	Waiver of Subrogation (attach endorsement)		Major
	AM Best Rating	A- (Excellent)	Major
	30 Day NOC		Major

August 27, 2024

SUBJECT

Consideration of Approval of an Interlocal Agreement with Deep East Texas Self Insurance Fund Effective September 1, 2024

RECOMMENDATION

The District President recommends approval of a Deep East Texas Self Insurance Fund Effective September 1, 2024.

RATIONALE

The Deep East Texas Self Insurance Fund provides worker's compensation insurance for Collin College, based on adjustments, with the estimated amount of \$300,000 each year for the years 2024-2025, 2025-2026, and 2026-2027.

The interlocal agreement is for the period of September 1, 2024 through August 31, 2027. The current interlocal agreement expires on August 31, 2024.

BUDGETARY CONSIDERATION

Based on adjustments, the estimated amount is \$300,000 each year for the years 2024-2025, 2025-2026, and 2026-2027.

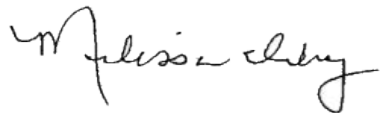
RESOURCE PERSONNEL

Melissa Irby, Chief Financial Officer

ATTACHMENT

- A) Deep East Texas Self Insurance Fund Interlocal Agreement

Respectfully Submitted By:



Melissa Irby, Chief Financial Officer



**DEEP EAST TEXAS
SELF INSURANCE FUND**

**INTERLOCAL
AGREEMENT**

BETWEEN

**Deep East Texas
Self Insurance Fund**

AND

Collin County Community College District

(hereinafter referred to as the POLITICAL SUBDIVISION)

The DEEP EAST TEXAS SELF INSURANCE FUND, hereinafter referred to as the "FUND", does hereby agree with the above-named POLITICAL SUBDIVISION, in consideration of the premiums paid, agreement to be bound by provisions set forth in the Bylaws of the FUND, and the reliance upon the statements of the POLITICAL SUBDIVISION in its application and subject to the limits, exclusions, conditions and other terms, enter into this Insuring Agreement in accordance with Chapter 504 Texas Labor Code.

COVERAGE A – WORKERS' COMPENSATION

1. The FUND agrees to pay promptly, when due, all compensation and other benefits required of the POLITICAL SUBDIVISION by the Workers' Compensation Law of the State of Texas, Chapter 504 Texas Labor Code.

COVERAGE B – EMPLOYERS' LIABILITY

2. Subject to the terms, conditions, exclusions provided by the policy of Excess Workers' Compensation and Employers' Liability Insurance issued to the Fund, the FUND agrees to pay on behalf of the POLITICAL SUBDIVISION all sums (subject to the Limits of Liability shown below) which the POLITICAL SUBDIVISION shall become legally obligated to pay as damages because of bodily injury to one or more employees, by accident or disease, including death at any time resulting therefrom. The POLITICAL SUBDIVISION shall not incur additional premium for COVERAGE B.

Limits of Liability (Employer's Liability)

Our liability to pay for damages is limited and is explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident – each accident" is the most we will pay for all damages coverage by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit show for "bodily injury by disease – policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of

employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.
 - \$1,000,000 Bodily Injury by accident - each accident
 - \$1,000,000 Bodily Injury by disease - each employee
 - \$1,000,000 Bodily Injury by disease - policy limit
3. Workers' Compensation Law. The unqualified term, "Workers' Compensation Law", means that Workers' Compensation Law and Occupational Disease Law adopted and set forth in Chapter 504 Texas Labor Code.
4. The contraction of disease is not an accident within the meaning of the word "Accident" and the term "Bodily Injury by Accident"; and only such diseases that result directly from a bodily injury by accident is included within the term "Bodily Injury by Accident". The term "Bodily Injury by Disease" include only such diseases as is not included within the term "Bodily Injury by Accident".
5. This Agreement applies only to injuries by accident occurring during the Agreement period; or by disease caused or aggravated by exposure, of which the last day of the last exposure under the employment of the POLITICAL SUBDIVISION, to conditions causing the disease, occurs during the Agreement period.
6. This Agreement does not apply to punitive or exemplary damages on account of bodily injury to, or death of, any employee employed in violation of law; or with respect to any employee employed in violation of law with a knowledge or acquiescence of the POLITICAL SUBDIVISION.
7. The premium charged under the Agreement will be determined as set forth by the Board of Directors by the power given them as set forth in the Bylaws of the FUND.
8. Workers' compensation rates and rating plans of the Texas Department of Insurance are hereby adopted as guides, but by such adoption it is recognized that the rating structure promulgated by the Texas Department of Insurance is not applicable to self-insurance, and there is no intention to bestow authority of this plan of self-insurance upon the Texas Department of Insurance. Any reference at any time in this agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not to be construed as being contrary to the self-insurance concept except where the context clearly indicates no other interpretation such as, but not limited to, the reference to "reinsurance".
9. Terms of Agreement: The terms of this Agreement will run from 12:01 a.m. 9-01-2024, and renew annually thereafter until cancelled by the FUND or POLITICAL SUBDIVISION.
10. The FUND and any rating authority having jurisdiction by law shall each be permitted, but not obligated, to inspect at any reasonable time the work places, operations, machinery and equipment of the POLITICAL SUBDIVISION. Neither the right to make inspections, nor the making thereof, nor any report thereof, shall constitute an undertaking on behalf of, or for the benefit of, the POLITICAL SUBDIVISION or others; to determine or warrant that such working places, operations, machinery or equipment are safe.

The FUND and any rating authority having jurisdiction by law shall each be permitted to examine the POLITICAL SUBDIVISION payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records of any and every kind, at any reasonable time during the Agreement period, and any extension thereof, and within three years after termination of this Agreement, as far as they show, or tend to verify, the amount of remuneration or other premium basis, or related to the subject matter of this Agreement.
11. When an injury occurs, written notice shall be given by, and on behalf of, the POLITICAL SUBDIVISION to the FUND, or any of it's authorized agents, as soon as practical. Such notice shall contain particulars sufficient to identify the POLITICAL SUBDIVISION and the injured person or persons, also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of available witnesses, etc., to complete the required injury reports.
12. If claim is made, or suit or other proceedings are brought against the POLITICAL SUBDIVISION concerning Workers' Compensation Insurance, the POLITICAL SUBDIVISION shall immediately forward to the FUND every demand notice, summons or other process received by them.

13. The POLITICAL SUBDIVISION shall cooperate with the FUND and, upon the FUND'S request, shall attend hearings and trials and shall assist in affecting the settlements, securing evidence, obtain the attendance of witnesses and the conduct of suits or proceedings. The POLITICAL SUBDIVISION shall not, except at its own expense, voluntarily make any payment, assume any obligation, incur any expense, other than for such immediate medical and other services at the time of injury as required by the Workers' Compensation law.
14. The FUND shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation law under this Agreement. The obligations of the Fund shall be enforced by such person, or for his benefit by any agency authorized by law, whether against the FUND alone, or jointly with the POLITICAL SUBDIVISION. Any default of the POLITICAL SUBDIVISION shall not relieve the FUND of any of its obligations under the Workers' Compensation law.
15. As between the employee and the FUND, notice or knowledge of the injury on the part of the POLITICAL SUBDIVISION shall be noticed or acknowledged as the case maybe, on the part of the FUND; the jurisdiction of the POLITICAL SUBDIVISION, for the purpose of the Workers' Compensation law, shall be the jurisdiction of the FUND and the FUND shall, in all things, be bound by, and subject to, the findings, judgments, awards, decrees, orders or decisions rendered against the POLITICAL SUBDIVISION in the form and manner provided by such law and with the terms, limitations or provisions of this Agreement, not inconsistent with such law.
16. All provisions of the Workers' Compensation law shall be and remain a part of this Agreement as fully and completely as if written herein, as far as they apply to compensation of the benefits provided by this Agreement and to special taxes, payments to security or other special funds and the assessments required of, or levied against, compensation fund under such law or amendments thereto; and nothing herein shall relieve the POLITICAL SUBDIVISION by the other terms of this policy.
17. The POLITICAL SUBDIVISION shall reimburse the FUND for any payments required of the FUND under the Workers' Compensation law, in excess of the benefits regularly provided by this law, because of injury to any employee by reason of a serious and willful conduct of the POLITICAL SUBDIVISION, or any employee of the POLITICAL SUBDIVISION in violation of law with the knowledge or acquiescence of the POLITICAL SUBDIVISION or any officer thereof. This provision shall also apply to the misclassification of an employee to the detriment of the FUND.
18. In the event of any payment under this Agreement the FUND shall be subrogated to all the rights of recovery thereof of the POLITICAL SUBDIVISION and any person entitled to the benefits against any person or organization, and the POLITICAL SUBDIVISION shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The POLITICAL SUBDIVISION shall do nothing after a loss to prejudice such rights.
19. This Agreement can be cancelled by either POLITICAL SUBDIVISION or FUND with 60 days written notice.
20. By acceptance of this Agreement, the POLITICAL SUBDIVISION agrees that the statements in the application are their agreements in representation, that this Agreement is issued in reliance upon the truth of such representations, and that this Agreement embodies all agreements existing between the POLITICAL SUBDIVISION and the FUND.
21. In witness whereof, the FUND has caused this Agreement to be signed by its Director or Assistant Director.

 FUND REPRESENTATIVE

 Dustin Hill
 Printed Name

Dustin Hill
 Signature

 6-17-2024

 Date

 POLITICAL SUBDIVISION REPRESENTATIVE

 Printed Name

 Signature

 Date

**Think Safety
&
Work Safely**



**DEEP EAST TEXAS
SELF INSURANCE FUND**

150 West Milam • P.O. Box 960 • Jasper, Texas 75951 • (409) 384-5444
1-800-944-0859
FAX (409) 384-7953

www.detsif.com

August 27, 2024

SUBJECT

Consideration of Approval of Course Fee and Fee Modification Requests for Spring 2025

RECOMMENDATION

The District President recommends approval of the proposed course fee and fee modification requests, effective Spring 2025. (There were no requests for Summer 2025.)

RATIONALE

Course Lab Fees

Courses that include students using multiple consumables for their learning experience require a fee to cover part or all of the consumable items' cost. Courses affected in this category are:

Change to Existing Fee Due to Increase in the Cost of Supplies

EMSP 1371, EMSP 1338, and EMSP 1501

Original Approval Request

BIOM 2201, BIOM 2311, BIOM 2315, BIOM 2319, BIOM 2331, BIOM 2343, DSAE 2235, DSAE 2304, and DSAE 2337

Digital Course Materials and Access

Courses that include students using digital materials and access for their learning experience require a fee to cover part or all of the cost. Courses affected in this category are:

Termination of Fees

COSC 1437, COSC 2325, and COSC 2436

Pass-Through Fees

Courses that require students to use specific software, programs, testing, third-party vendors, etc. for their learning experience require a fee to cover part or all of the cost. Courses affected in this category are:

Change from Existing Fees Due to Vendor Pricing Increase

EMSP 1371 (vendor Sterling), EMSP 1371 (vendor Platinum), and EMSP 1338 (vendor Platinum)

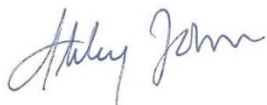
RESOURCE PERSONNEL

Dr. Abe Johnson, SVP Campus Operations

ATTACHMENT

A) Course Fee Requests Itemization

Respectfully Submitted By:



Dr. Abe Johnson
SVP Campus Operations

Course Fee Requests

Effective Term: Spring 2025

8/27/2024

Course No.	Course Title/Description	Discipline	Department of Instruction	Fee Request	Original Fee	Request Type	Type of fee:
BIOM 2201	Safety in Healthcare Facilities	Biomedical Equipment Technology	Engineering Technology	\$10.00		Original	Course Lab
BIOM 2311	General Medical Equipment I	Biomedical Equipment Technology	Engineering Technology	\$10.00		Original	Course Lab
BIOM 2315	Physiological Instruments I	Biomedical Equipment Technology	Engineering Technology	\$10.00		Original	Course Lab
BIOM 2319	Fundamentals of X-Ray and Imaging	Biomedical Equipment Technology	Engineering Technology	\$10.00		Original	Course Lab
BIOM 2331	Biomedical Clinical Instrumentation	Biomedical Equipment Technology	Engineering Technology	\$10.00		Original	Course Lab
BIOM 2343	General Medical Equipment II	Biomedical Equipment Technology	Engineering Technology	\$15.00		Original	Course Lab
DSAE 2235	Advanced Echocardiography	Diagnostic Medical Sonography	Diagnostic Medical Sonography	\$24.00		Original	Course Lab
DSAE 2304	Echocardiographic Evaluation/Pathology 1	Diagnostic Medical Sonography	Diagnostic Medical Sonography	\$24.00		Original	Course Lab
DSAE 2337	Echocardiographic Evaluation/Pathology 2	Diagnostic Medical Sonography	Diagnostic Medical Sonography	\$24.00		Original	Course Lab
EMSP 1371	Intro. to Emergency Medical Technician	Emergency Medical Services Professions	EMS Education	\$24.00	\$15.00	Change	Course Lab
EMSP 1338	Introduction to Advanced Practice	Emergency Medical Services Professions	EMS Education	\$24.00	\$15.00	Change	Course Lab
EMSP 1501	Emergency Medical Technician	Emergency Medical Services Professions	EMS Education	\$24.00	\$15.00	Change	Course Lab
COSC 1437	Programming Fundamentals II	Computer Science	Engineering/Computer Science	\$0.00	\$5.00	Termination	Digital course materials/access
COSC 2325	Computer Organization	Computer Science	Engineering/Computer Science	\$0.00	\$5.00	Termination	Digital course materials/access
COSC 2436	Programming Fundamentals III	Computer Science	Engineering/Computer Science	\$0.00	\$5.00	Termination	Digital course materials/access
EMSP 1371	Intro. to Emergency Medical Technician	Emergency Medical Services Professions	EMS Education	\$97.00	\$67.00	Change	Pass-Through
EMSP 1338	Introduction to Advanced Practice	Emergency Medical Services Professions	EMS Education	\$99.00	\$99.00	Change	Pass-Through
EMSP 1371	Intro. to Emergency Medical Technician	Emergency Medical Services Professions	EMS Education	\$52.00	\$50.00	Change	Pass-Through

Collin County Community College District Board of Trustees

2024-08-3-1

August 27, 2024

Resource: Melissa Irby
Chief Financial Officer

AGENDA ITEM:

Report Out of the Finance and Audit Committee and Consideration of Approval of an Order Authorizing the Issuance of Collin County Community College District Consolidated Fund Revenue Bonds; Appointing a Pricing Officer and Delegating to the Pricing Officer the Authority to Approve on Behalf of the Issuer the Sale and Delivery of the Bonds; Establishing Certain Parameters for the Approval of Such Matters by the Pricing Officer; and Other Related Matters

DISCUSSION:

In 2023, the Collin College Board of Trustees approved the 2023-2030 Master and Strategic Plan. The approved plan ensures maximum utilization of college facilities, programs, and resources. In January 2023, the Board of Trustees moved the Master and Strategic Planning Cycle from a five-year period to a seven-year period, with the revised plan to take place from September 1, 2023 through August 31, 2030. The planning team engaged IN2 Architecture to conduct various master planning studies for the College, while seeking input from internal and external stakeholders to develop a key list of priorities related to facilities and programs for Board consideration. Accordingly, the revised Master and Strategic Plan was adopted by the Board of Trustees in August 2023.

The certificate for order for the issuance of revenue bonds not to exceed \$200 million max par, 20-year final maturity, and to not exceed true interest cost of 5% will provide funding needed to complete the various projects that were outlined as Phase I in the approved 2023-2030 Master and Strategic Plan.

DISTRICT PRESIDENT'S RECOMMENDATION:

The District President recommends approval of an order authorizing the issuance of Collin County Community College District Consolidated Fund Revenue Bonds; appointing a pricing officer and delegating to the pricing officer the authority to approve on behalf of the issuer the sale and delivery of the bonds; establishing certain

parameters for the approval of such matters by the pricing officer; and other related matters.

SUGGESTED MOTION:

“Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves an order authorizing the issuance of Collin County Community College District Consolidated Fund Revenue Bonds; appointing a pricing officer and delegating to the pricing officer the authority to approve on behalf of the issuer the sale and delivery of the bonds; establishing certain parameters for the approval of such matters by the pricing officer; and other related matters.

CERTIFICATE FOR ORDER

THE STATE OF TEXAS
COLLIN COUNTY
COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

We, the undersigned officers of the Board of Trustees of the Collin County Community College District hereby certify as follows:

1. The Board of Trustees of the District convened in a regular meeting on August 27, 2024, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the Board, to wit:

Andrew Hardin; Chair; Place 9
Jim Orr; Secretary; Place 7
Cathie Alexander; Place 3
Dr. J. Robert Collins; Place 8
Megan Wallace; Place 1

Jay Saad; Vice Chair; Place 2
Dr. Raj Menon; Treasurer; Place 5
Stacy Anne Arias; Place 6
Greg Gomel; Place 4

and all of the above persons were present at this meeting except _____, thus constituting a quorum. Whereupon, among other business the following was transacted at the Meeting: a written Order entitled

ORDER AUTHORIZING THE ISSUANCE OF COLLIN COUNTY COMMUNITY COLLEGE DISTRICT CONSOLIDATED FUND REVENUE BONDS; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE ON BEHALF OF THE ISSUER THE SALE AND DELIVERY OF THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER; AND OTHER RELATED MATTERS

was duly introduced for the consideration of the Board. It was then duly moved and seconded that the Order be passed; and, after due discussion, motion, carrying with it the passage of the Order, prevailed and carried, with all members of the Board shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Order has been duly recorded in the Board's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of the Meeting pertaining to the passage of the Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Order would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; and that the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given all as required by the Texas Government Code, Chapter 551.

3. The Chair of the Board of Trustees has approved and hereby approves the Order; and the Chair and the Secretary of the Board of Trustees hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of the Order for all purposes.

SIGNED AND SEALED ON AUGUST 27, 2024.

Chair, Board of Trustees
Collin County Community College District

Secretary, Board of Trustees
Collin County Community College District

(SEAL)

ORDER AUTHORIZING THE ISSUANCE OF COLLIN COUNTY COMMUNITY COLLEGE DISTRICT CONSOLIDATED FUND REVENUE BONDS; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE ON BEHALF OF THE ISSUER THE SALE AND DELIVERY OF THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER; AND OTHER RELATED MATTERS

WHEREAS, Collin County Community College District (the “*Issuer*”) was organized, created and established pursuant to the laws of the State of Texas as a junior college district and political subdivision of the State of Texas, and the Issuer operates under the authority of the Texas Education Code, as amended; and

WHEREAS, the Board of Trustees of the Issuer (the “*Board*”) has determined a need for the acquisition, purchase, construction, improvement, enlargement, equipment, operation and maintenance of certain property, buildings, structures, activities, operations and facilities for and on behalf of the Issuer; and

WHEREAS, Section 130.123 and Section 130.125 of the Texas Education Code authorizes the Board to issue revenue bonds secured by liens on and pledges of all or any part of any of the revenues from any rentals, rates, charges, fees or other resources of the Board.

WHEREAS, the Board herein establishes a "*Financing System*" for the issuance of obligations secured by a first lien on and pledge of the Pledged Revenues (hereinafter defined) of the Issuer; and

WHEREAS, the Board has determined that it is advisable and in the best interests of the Issuer to issue the Bonds in accordance with the provisions of Chapter 130, Texas Education Code, as amended, specifically Sections 130.123 and 130.125 thereof and Chapter 1371, Texas Government Code, as amended (the "*Acts*"), for the purposes described herein; and

WHEREAS, the Issuer is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long term indebtedness, in long term indebtedness proposed to be issued, or a combination of outstanding or proposed long term indebtedness and (ii) some amount of long term indebtedness outstanding or proposed to be issued 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; and

WHEREAS, the Board has determined that with the issuance of the Bonds it will have sufficient funds to meet the financial obligations of the Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements (as defined below) of the Financing System and to meet all financial obligations of the Board relating to the Financing System; and

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF COLLIN COUNTY COMMUNITY COLLEGE DISTRICT THAT:

Section 1. CREATION OF THE REVENUE FINANCING SYSTEM AND ISSUANCE OF BONDS; DEFINITIONS

(a) The Board hereby establishes the Collin County Community College District Revenue Financing System (the "*Financing System*") consisting of available revenues of the Auxiliary Enterprise Fund and Pledged Tuition Fee for the purpose of providing a financing structure for revenue supported bonds and other lawful indebtedness to provide funds to design, construct, improve and equip certain District facilities consisting of kitchen/dining renovations, courtyard improvements and bookstore improvements at the Plano Campus; constructing and equipping a new health science building; improvements to the Wylie CTE Building; various security enhancements; and other capital improvements (the "*Projects*"). The Financing System shall be administered to allow for revenue supported bonds and other lawful indebtedness payable from Pledged Revenues. Each series of obligations issued under the Financing System as Parity Obligations shall be designated as "Consolidated Fund Revenue Bonds Series [year]" obligations.

(b) The Bonds of the Issuer are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth to (i) the design, construct, improve and equip the Projects, (ii) funding a debt service reserve fund for the Bonds, and (iii) paying the costs of issuing the Bonds.

(c) DEFINITIONS. As used in this Order the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Account*" means any account created, established and maintained under the terms of this Order.

"*Annual Debt Service Requirements*" means, for any Fiscal Year, the principal of and interest on all Parity Obligations coming due at Maturity (or that could come due on demand of the owner thereof other than by acceleration or other demand conditioned upon default by the Board on such debt, or be payable in respect of any required purchase of such debt by the Board) in such Fiscal Year, and, for such purposes, any one or more of the following rules shall apply at the election of the Board:

"*Authorized Denomination*" shall have the meaning as ascribed to said term in Section 3(b) of this Order.

"*Authentication Certificate*" shall have the meaning as ascribed to said term in Section 5(e) of this Order.

"*Auxiliary Enterprise Fund*" means revenues received from the District's Dining System, student housing, operations of campus bookstores, rentals of campus facilities, and similar auxiliary enterprises operated and maintained by the Issuer to the extent the income thereof is legally available for the payment of debt service on the Parity Obligations.

"*Board*" means the Board of Trustees of the Issuer.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P., or such other firm of attorneys of nationally recognized standing in the field of law relating to municipal revenue bonds selected by the Board.

"*Bondholder*" or "*Owner*" "*Registered Owner*" means the registered owner of any Parity Obligation registered as to ownership and the holder of any Parity Obligation payable to bearer.

"*Bonds*" means the Collin County Community College District Consolidated Fund Revenue Bonds, Series 2024, authorized by this Order and all substitute bonds exchanged therefor, and all other substitute and replacement bonds issued pursuant to this Order; and the term "*Bond*" means any of the Bonds.

"*Business Day*" means any day that is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Construction Fund*" means the Construction Fund established pursuant to Section 11 of this Order.

"*Credit Agreement*" means, collectively, a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitments to purchase Parity Obligations, purchase or sale agreements, interest rate swap agreements, currency exchange agreements, interest rate floor or cap agreements, or commitments or other contracts or agreements authorized, recognized and approved by the Board as a Credit Agreement in connection with the authorization, issuance, security, or payment of Parity Obligations and on a parity therewith.

"*Credit Facility*" means (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, provided that a Rating Agency having an outstanding rating on Parity Obligations would rate the Parity Obligations fully insured by a standard policy issued by the issuer in its three highest generic rating categories for such obligations; and (ii) a letter or line of credit issued by any financial institution, provided that a Rating Agency having an outstanding rating on the Parity Obligations would rate the parity obligations in its three highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Parity Obligations and the interest thereon.

"*Credit Provider*" means any bank, financial institution, insurance company, surety bond provider, or other entity that provides, executes, issues, or otherwise is a party to or provider of a Credit Agreement.

"*Dated Date*" means the Dated Date specified in the Pricing Certificate

"*Debt Service Fund*" means the Debt Service Fund established by the Board pursuant to Section 9 of this Order.

"*Delivery Date*" means the Delivery Date specified in the Pricing Certificate which is the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

"*Designated Financial Officer*" means the Chair, District President or Chief Financial Officer of the Issuer.

"*Designated Trust Office*" shall have the meaning ascribed to said term in Section 5(b) of this Order.

"*Dining System*" means any and all facilities of the Issuer provided for the purpose of feeding the students and the faculty of, and visitors to, the Issuer, including all cafeterias, catering operations, snack bars, vending machines and similar facilities for the sale of food and other products.

"*Event of Default*" means each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default: (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or (ii) the failure in the observance or performance of any of the covenants, conditions, or obligations of the Issuer, the failure to perform which materially, adversely affects the rights of the owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any owner to the Issuer; or (iii) commencement by the Issuer of a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent.

"*Fiscal Year*" means any twelve-consecutive-month period established by the Issuer as its fiscal year.

"*Fund*" means any fund created, established, reaffirmed or maintained in accordance with the terms of this Order.

"*Issuer*" means the Collin County Community College District.

"*Maturity*" means the date on which the principal of a Bond or Parity Obligation or other indebtedness becomes due and payable as therein and herein provided, whether at scheduled maturity, by redemption, declaration of acceleration, or otherwise.

"*Non-Recourse Debt*" means any debt secured by a lien (other than a lien on Pledged Revenues), liability for which is effectively limited to the property subject to such lien with no recourse, directly or indirectly, to any other property of the Issuer attributable to the Financing System; provided, however, that such debt is being incurred in connection with the acquisition of property only, which property is not, at the time of such occurrence, owned by the Issuer and being used in the operations of the Issuer.

"*Order*" means this order authorizing the Bonds.

"*Outstanding*" when used with respect to Parity Obligations means, as of the date of determination, all Parity Obligations theretofore delivered under this Order, except: (1) Parity Obligations theretofore canceled and delivered to the Board or delivered to the Paying Agent or the Registrar for cancellation; (2) Parity Obligations deemed paid pursuant to the provisions of Section 31 of this Order or any comparable section of any order authorizing the issuance of Parity Obligations; (3) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Order; and (4) Parity Obligations under which the obligations of the Board have been released, discharged, or extinguished in accordance with the terms thereof; provided, however, that, unless the same is acquired for purposes of cancellation, Parity Obligations owned by the Board shall be deemed to be outstanding as though it was owned by any other owner.

"*Outstanding Principal Amount*" means, with respect to all Parity Obligations or to a series or issue of Parity Obligations, the outstanding and unpaid principal amount of such Parity Obligations paying interest on a current basis and the outstanding and unpaid principal and compounded interest on such Parity Obligations paying accrued, accreted, or compounded interest only at maturity as of any Record Date established by a Registrar.

"*Parity Obligations*" means all bond indebtedness of the Board that may be issued or assumed in accordance with the terms of this Order that is secured by a pledge of the Pledged Revenues and includes the Bonds and any Additional Bonds.

"*Paying Agent/Registrar*," "*Paying Agent*" or "*Registrar*" means the agent appointed pursuant to Section 5 of this Order, or any successor to such agent.

"*Pledged Revenues*" shall mean, collectively, the lawfully available revenues of (a) the Auxiliary Enterprise Fund, (b) the Pledged Tuition Fee and (c) interest earnings of the revenues in (a) and (b) and on the General Operating Fund of the Issuer, which hereafter may be pledged to the payment of the Bonds, the Previously Issued Bonds or any Additional Bonds.

"*Pledged Tuition Fee*" shall mean that portion of the tuition charges now or hereafter authorized by Section 130.123, Texas Education Code (currently an amount not exceeding 25 percent of the tuition charges collected from each enrolled student for each semester or term) or otherwise permitted by law, to be collected from all regularly enrolled students of the Issuer (other than those exempt under Chapter 54, Texas Education Code, as amended, or other similar law)

that is permitted to be pledged to the payment of the Bonds, the Previously Issued Bonds or any Additional Bonds.

"*Purchaser*" means (i) if the Bonds are sold by negotiated sale, the underwriter or underwriting syndicate selected by the Pricing Officer, or (ii) if the Bonds are sold by competitive sale by soliciting public bids, the underwriter or underwriting syndicate awarded the Bonds by the Pricing Officer, or (iii) the bank who purchases the Bonds in a private placement transaction.

"*Pricing Certificate*" means the certificate executed by the Pricing Officer in accordance with the delegation made by the Board in Section 3 hereof, pursuant to which the terms and condition of the sale of the Bonds shall be established.

"*Pricing Officer*" means the District President or Chief Financial Officer of the Issuer.

"*Rating Agency*" means any nationally recognized municipal securities rating agency that has assigned a rating to the Bonds.

"*Record Date*" means the record date specified in the Pricing Certificate.

"*Registration Books*" means the books or records relating to the registration, payment, and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 5(b) of this Order.

"*Required 2024 Reserve Amount*" means an amount determined by the Board to be the Required 2024 Reserve Fund Amount with respect to the Bonds as specified in the Pricing Certificate.

"*Reserve Fund Obligations*" means cash, investments authorized by Texas law, and any Credit Facility, or any combination of the foregoing that are deposited to a debt service reserve fund for a series or issue of Parity Obligations.

"*Revenue Fund*" means the Revenue Fund established by the Board pursuant to Section 8 of this Order.

"*Revenue Financing System*" or "*Financing System*" is the "Collin County Community College District Revenue Financing System," created by the Board in this Order, for the benefit of the campuses that is owned and operated by the Issuer.

"*Subordinated Debt*" means any debt that expressly provides that all payments thereon shall be subordinated to the timely payment of all Parity Obligations then outstanding or subsequently issued.

Section 2. PURPOSE AND DESIGNATION OF THE BONDS. Each Bond issued pursuant to this Order for purpose described in Section 1(b) above shall be designated "COLLIN COUNTY COMMUNITY COLLEGE DISTRICT CONSOLIDATED FUND REVENUE BONDS, SERIES 2024," payable to the respective Registered Owners thereof, or to the registered

assignee or assignees of said bonds or any portion or portion thereof (in each case, the "*Registered Owner*"). The Bonds shall be in the respective denomination and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption, if applicable, prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 3. DELEGATION TO PRICING OFFICER.

(a) As authorized by the Acts, the Pricing Officer shall have full and complete authority to act on behalf of the Issuer for the purposes of this Order and is specifically authorized to act on behalf of the Issuer in selling and delivering the Bonds. In addition to such other delegations set forth herein, the Pricing Officer is hereby authorized to, and charged with responsibility for (i) carrying out other procedures and entering into other documents and agreements specified in this Order, including the Paying Agent/Registrar Agreement, any bond purchase contract with the purchaser named therein, (iii) determining and fixing of the date of the Bonds, (iv) determining any additional or different designation or title by which the Bonds shall be known, (v) determining the principal amount of the Bonds to be issued, provided that the Bonds shall be in the aggregate principal amount not exceeding the maximum amount set forth below in this Section, (vi) determining the interest on the bonds, (vii) determining the price to be paid for the Bonds plus any accrued interest thereon, (viii) determining the rate or rates of interest to be borne by the Bonds (whether fixed, adjustable, determined in accordance with an index, or otherwise, (ix) determining the amount of each maturity of principal of the Bonds, (x) determining the due date of each such maturity, (xi) determining the interest payment dates and periods, (xii) determining the dates, price and terms, if any, upon and at which the Bonds shall be subject to redemption prior to due date or maturity at the option of the Issuer and/or any mandatory sinking fund redemption provisions, (xiii) oversee, as applicable, the preparation of a preliminary and final official statement and to approve and deem final such official statement in compliance with the United States Securities and Exchange Commission (the "*SEC*") Rule 15c2-12 (the "*Rule*") and to provide for and authorize the delivery to the Purchaser (as defined in the Pricing Certificate) of such materials in compliance with such Rule, and (xiv) determining and effectuating any other matters relating to the issuance, sale and delivery of the Bonds.

(a) (b) The Pricing Officer, acting for and on behalf of the Issuer, is authorized to arrange for the Bonds to be sold at negotiated sale or by private placement or competitive sale. The Pricing Officer is further authorized, for and on behalf of the Issuer, to approve any official statement, and any supplements thereto relating to the Bonds. No series of Bonds shall be issued pursuant to this Order unless each of the following parameters are satisfied as specified in the Pricing Certificate:

(A) The aggregate original principal amount of the Bonds shall not exceed \$200,000,000;

(B) The Bonds shall mature not more than twenty-one (21) years from their date of delivery; and

(C) The true interest cost for the Bonds shall not exceed 5.00%.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to one hundred eighty (180) days from the date of this Order. The Bonds shall be sold at such price, with and subject to such terms as set forth in the Pricing Certificate.

(c) The Bonds may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds are sold by private placement, the Pricing Certificate shall so state, and the Pricing Certificate may conform this Order to such private placement, including the provisions hereof that pertain to the book-entry-only procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions relating to the undertaking of the Issuer in accordance with Rule 15c2-12 of the Securities and Exchange Commission (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information as permitted by applicable law).

(d) Notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery, the Bonds have been rated by a national recognized statistical rating agency in one of the four highest rating categories for long term obligations, as required by Chapter 1371, Texas Government Code. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(e) The Board of Trustees hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate are required to be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 4. INTEREST. The Bonds shall bear interest, calculated on the basis of a 360-day year of twelve 30-day months, from the Delivery Date specified in the FORM OF BONDS set forth in this Order, at the rate specified in the FORM OF BONDS, and said interest shall be payable in the manner provided and, on the dates, stated in the FORM OF BONDS.

Section 5. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION.

(a) ***Paying Agent/Registrar.*** The Pricing Officer is authorized to appoint a qualified bank to serve as Paying Agent/Registrar for the Bonds and the Pricing Officer shall execute a Paying Agent/Registrar Agreement on behalf of the Issuer.

(b) ***Registration Books.*** The Issuer shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar in Austin, Texas (the "*Designated Trust*

Office") books or records for the registration of the transfer, exchange, and replacement of the Bonds (the "*Registration Books*") and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, exchanges, and replacements under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, exchanges, and replacements as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(c) ***Ownership of Bonds.*** The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Order, whether or not such Bond shall be overdue, and, to the extent permitted by law, the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) ***Payment of Bonds and Interest.*** The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Order. The Paying Agent/ Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds.

(e) ***Authentication.*** The Bonds initially issued and delivered pursuant to this Order shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar's Authentication Certificate unless they have been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (the "*Authentication Certificate*"). The Authentication Certificate shall be in the form set forth in the FORM OF BONDS.

(f) ***Transfer, Exchange, or Replacement.*** Each Bond issued and delivered pursuant to this Order, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered bonds, without interest coupons, in the appropriate form prescribed in the FORM OF BONDS set forth in ***Exhibit B*** to

this Order, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same series and have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Order shall constitute one of the Bonds for all purposes of this Order, and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Order there shall be printed the Authentication Certificate. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in subsection (e) above, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Issuer or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be in typed or printed form. Pursuant to Chapter 1206, Texas Government Code, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that were originally issued pursuant to this Order. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring, and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following interest payment date, or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the registered owner or assignee of the registered owner not more than three business days after the receipt of the Bonds to be canceled and the written request as described above.

(g) ***Substitute Paying Agent/Registrar.*** The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 45 days written notice to the Paying Agent/Registrar, to be effective not later than 35 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(h) ***DTC Registration.*** Unless otherwise determined by the Pricing Officer in the Pricing Certificate, the Bonds initially shall be issued and delivered in such manner that no physical distribution of the Bonds will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Bonds. DTC has represented that it is a limited purpose trust company incorporated under the law of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the Issuer accepts, but in no way verifies, such representations. Unless otherwise determined by the Pricing Officer in the Pricing Certificate, immediately upon initial delivery of the Bonds that are payable to the initial purchasers, the Paying Agent/Registrar shall cancel such Bonds, and substitute Bonds shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. So long as each Bond is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system that will identify ownership of the Bonds in Authorized Denominations, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Bonds initially deposited with DTC shall be immobilized and not be further exchanged for substitute Bonds except as hereinafter provided. The Issuer is not responsible or liable for any function of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Bonds. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Bonds, and the method of paying the fees and

charges of DTC. The Issuer does not represent, nor does it in any respect covenant that the initial book-entry system establishment with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Bonds is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Order, substitute Bonds will be duly delivered as provided in this Order, and there will be no assurance or representation that any book-entry system will be maintained for such Bonds. To effect the establishment of the foregoing book-entry system, the Chair (or in his absence, the Vice Chair) of the Board is hereby authorized to execute a DTC Letter of Representation in the form provided by DTC to evidence the Issuer's intent to establish said book-entry system.

Section 6. FORM OF BONDS. The form of the Bonds, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, with respect to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as set forth in *Exhibit B*, with such appropriate variations, omissions, or insertions as are permitted or required by this Order, and with the Bonds to be completed with the information set forth in the Pricing Certificate. The form of Bonds shall be completed with information set forth in the Pricing Certificate and shall be attached to the Pricing Certificate as an exhibit thereto.

Section 7. PLEDGE.

(a) *Pledge* The Bonds and any Additional Bonds, and the interest thereon, are and shall be secured by and payable from a first lien on and pledge of the Pledged Revenues, and the Pledged Revenues are further pledged to the establishment and maintenance of the Debt Service Fund and the Reserve Fund as provided in this Order. **THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE PLEDGED REVENUES, AND THE REGISTERED OWNERS THEREOF SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF FUNDS RAISED OR TO BE RAISED BY TAXATION.** In addition, the Board may additionally secure Parity Obligations with one or more Credit Agreements, subject to satisfying any condition contained in the Acts relating to the Issuer executing and delivering Credit Agreements. The Board agrees to pay the principal of, premium, if any, and the interest on the Bonds when due, whether by reason of maturity or redemption.

(b) The Board covenants and agrees that, to the extent permitted by law, it will fix, charge and collect the Pledged Revenues from all students, faculty, staff, visitors and guests, as applicable, in such amounts as will be at least sufficient at all times to provide, together with other Pledged Revenues, the money for making all deposits required to be made to the credit of the Debt Service Fund and the Reserve Fund in connection with the Bonds and any Additional Bonds.

(c) Reserved.

(d) *Restriction on Issuance of Additional Debt on a Prior Lien Basis.* While any Bonds or Additional Bonds are Outstanding, no additional bonds, notes, or other obligations may be

issued or incurred by the Board that are secured by a pledge of or lien on the Pledged Revenues that is senior in right to the lien that secures the Parity Obligations.

(e) ***Restriction on Use of Credit Agreements in Connection with the Bonds.*** In connection with funding the Required Reserve Amount for the Bonds, the Board may provide a Credit Facility in the form of a surety bond, as further described in Section 10(h). Notwithstanding any other provision of this Order, if State law permits the Issuer to enter into a Credit Agreement or a Credit Facility for the Bonds after the Delivery Date, the Board must specifically approve any such Credit Agreement or Credit Facility and any such Credit Agreement or Credit Facility must be submitted to the Attorney General of Texas (if submission is then required by law) for approval.

Section 8. REVENUE FUND. The creation and establishment on the books of the Issuer of a separate account known as the "Collin County Community College District Revenue Bond Revenue Fund" (herein called the "*Revenue Fund*"), is hereby confirmed and approved. All collections of Pledged Revenues shall be credited to the Revenue Fund immediately upon receipt and as provided in this Order and in any order authorizing any Additional Bonds and such Revenue Fund shall be maintained so long as the Bonds remain Outstanding.

Section 9. DEBT SERVICE FUND. The creation and establishment on the books of the Issuer of a separate account known as the "Collin County Community College District Revenue Bond Debt Service Fund" (herein called the "*Debt Service Fund*") is hereby confirmed and approved. The Debt Service Fund shall be used to pay the principal of and interest on the Bonds and any Additional Bonds and such Debt Service Fund shall be maintained so long as the Bonds remain Outstanding.

Section 10. DEBT SERVICE RESERVE FUNDS; SERIES 2024 RESERVE FUND; BOND INSURANCE.

(a) The creation and establishment of the separate fund known as the "Collin County Community College District Revenue Bonds, Series 2024 Reserve Fund" (herein called the "*2024 Reserve Fund*") is hereby confirmed and approved. The 2024 Reserve Fund shall be maintained for so long as the Bonds remain Outstanding and used finally in retiring the last of the Bonds or for paying principal of and interest on any Bonds when and to the extent the amount in the Debt Service Fund is insufficient for such purpose. Such 2024 Reserve Fund may be funded, at the option of the Issuer, with cash or investments, with a Credit Facility or by any other legally authorized means as provided in and subject to this section of this Order. The amounts on deposit in the 2024 Reserve Fund shall secure only the Bonds.

(b) Amounts on deposit in the 2024 Reserve Fund may applied only for purposes of (i) paying the principal of, premium, if any, and interest on the Bonds when and if amounts on deposit in the Debt Service Fund and available to pay such amounts as the same shall become due are insufficient and (ii) in addition, may be used to the extent not required to maintain the Required 2024 Reserve Fund Amount, to pay, or provide for the payment of, the final principal amount of the Bonds so that they are no longer deemed to be "Outstanding" as such term is defined herein. The Issuer shall maintain an amount equal to the Required 2024 Reserve Fund Amount at all times in or held for the benefit of the 2024 Reserve Fund. The 2024 Reserve Fund shall be maintained

with the Pledged Revenues in accordance with Section 10(c) hereof. Subject to subsection (f) of this Section, the Issuer may at any time substitute a qualifying Credit Facility for all or part of the cash or other Credit Facility on deposit in, or held for the benefit of, the 2024 Reserve Fund.

(c) During such times as the 2024 Reserve Fund contains the Required 2024 Reserve Fund Amount, the Issuer may, at its option, withdraw any amount in the 2024 Reserve Fund in excess of the Required 2024 Reserve Fund Amount and, to the extent it represents proceeds from the sale of the Bonds, deposit such surplus in the Debt Service Fund, and, to the extent any such excess is from a source other than proceeds of the Bonds, in the Debt Service Fund or the Revenue Fund. When and so long as the cash and investment in the 2024 Reserve Fund and/or coverage afforded by a Credit Facility or insurance policy held for the account of the 2024 Reserve Fund total not less than the Required 2024 Reserve Fund Amount, no deposits need be made to the credit of the 2024 Reserve Fund; but, if and when the 2024 Reserve Fund at any time contains money, securities or a Credit Facility having a value that is less than the Required 2024 Reserve Fund Amount, the Issuer covenants and agrees to cause monthly deposits to be made to the 2024 Reserve Fund on or before the 1st day of each month (beginning the month next following the month the deficiency in the 2024 Reserve Fund occurred by reason of a draw on the Series Reserve Fund or the Credit Facility, if any, which funds all or part of the 2024 Reserve Fund, or as a result of a reduction in the market value of investments held for the account of the 2024 Reserve Fund), from Pledged Revenues in an amount specified in Section 10(b) hereof until the total 2024 Required Reserve Fund Amount then required to be maintained in the 2024 Reserve Fund has been fully restored.

(d) The Issuer further covenants and agrees that, subject only to the provisions of Section 12 hereof, the Pledged Revenues shall be applied and appropriated and used to maintain the Required 2024 Reserve Fund Amount and to cure any deficiency in such amounts as required by the terms of this Order.

(e) Notwithstanding any other provision of this Order, if a Credit Agreement or a Credit Facility is utilized in connection with the Bonds after the Delivery Date of the Bonds, the Board must specifically approve any such Credit Agreement or Credit Facility and any such Credit Agreement or Credit Facility must be submitted to the Attorney General of Texas (if submission is then required by law) for approval.

(f) In the event that the Issuer deposits a Credit Facility to the 2024 Reserve Fund and there is a draw upon the Credit Facility, the Issuer shall reimburse the issuer of such Credit Facility for such draw, in accordance with the terms of the Credit Facility and any agreement pursuant to which the Credit Facility is used, from Pledged Revenues, however, such reimbursement from Pledged Revenues shall be subject to the provisions of Section 10(c) and 12 hereof.

(h) The Issuer may, create and establish a debt service reserve fund (each, a "Future Reserve Fund") pursuant to the provisions of any order authorizing the issuance of Additional Bonds for the purpose of securing that particular issue or series of Additional Bonds or any specific group of issues or series of Additional Bonds and the amounts once deposited or credited to said Future Reserve Funds shall no longer constitute Pledged Revenues and shall be held solely for the benefit of the owners of the particular Additional Bonds for which such Future Reserve Fund was

established. Each Future Reserve Fund shall receive a pro rata amount of the Pledged Revenues after the requirements of the Debt Service Fund, which secures all Parity Obligations, have first been met. Each such Future Reserve Fund shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such Future Reserve Fund from the debt service reserve funds created for the benefit of other Parity Obligations.

Section 11. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "*Series 2024 Bonds Construction Fund*" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided. Proceeds of the Bonds shall be deposited into the Construction Fund as specified in the Pricing Certificate. Upon payment of all such Project costs, any moneys remaining on deposit in said Fund shall be transferred to the Revenue Fund.

(b) The Issuer may place proceeds of the Bonds (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the Project for which the Bonds are issued.

(c) All deposits authorized or required by this Order shall be secured to the fullest extent required by law for the security of public funds..

Section 12. FLOW OF FUNDS.

(a) Immediately after the sale and delivery of the Bonds, an amount equal to accrued interest, if any, received from such sale shall be deposited to the credit of the Debt Service Fund, and shall be used for paying interest on the Bonds;

FIRST: The Board shall transfer from the Pledged Revenues in the Revenue Fund and deposit to the credit of the Debt Service Fund the amounts, at the times, as follows: (1) on or before the date that is fifteen business days prior to each interest payment date, an amount which will be sufficient, together with any other monies then on hand therein and available for such purpose, to pay the interest scheduled to accrue and come due on the Bonds on the coming interest payment date; and (2) commencing on or before the date that is fifteen business days prior to each principal payment date, an amount equal to the principal scheduled to mature and come due on the Outstanding Bonds maturing on the coming maturity date.

SECOND: The foregoing notwithstanding, if at any time the Parity Obligations of the Issuer are payable solely on a semi-annual basis, deposits to the Debt Service Fund may be made on a semiannual basis on or before the date that is fifteen business days prior to each payment date, which shall be sufficient, together with any other money then available in the Debt Service Fund for such purpose, to pay the principal of and interest on the Parity Obligations scheduled to come

due on such interest or principal payment date. Promptly after the delivery of the Bonds, the Issuer shall cause to be deposited to the credit of the Debt Service Fund any accrued interest received from the sale and delivery of the Bonds.

THIRD: Pledged Revenues shall be deposited pro rata to the payment of the amounts required to be deposited and credited (i) to the 2024 Reserve Fund established in accordance with the provisions of this Order to maintain the Required 2024 Reserve Fund Amount therein, including amounts owed with respect to any Reserve Fund Obligation to restore the Required 2024 Reserve Fund Amount with respect to such reserve funds and (ii) to each other reserve fund created and established to maintain a reserve in accordance with the provisions of any order authorizing other Parity Obligations, including amounts owed with respect to any surety bond or insurance policy or similar instrument deposited in a debt service reserve fund established by any such order to restore the amount required to be on deposit therein with respect to such debt service reserve funds.

FOURTH: to the payment of the amounts required to be deposited and credited to any debt service fund or debt service reserve fund created and established for the payment of any Subordinated Debt issued by the Issuer as the same become due and payable.

(b) Any Pledged Revenues remaining in the Revenue Fund after satisfying the foregoing payments or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other Issuer purpose now or hereafter permitted by law.

Section 13. PAYMENTS. On or before the first scheduled interest payment date, and on or before each interest payment date and principal payment date thereafter while any of Parity Obligations are outstanding and unpaid, the Issuer shall make available to the Paying Agent/Registrar, out of the Debt Service Fund (and any Reserve Fund, if necessary and available) monies sufficient to pay such interest on and such principal amount of the Parity Obligations, as shall become due on such dates, respectively, at maturity or by redemption prior to maturity. The Paying Agent/Registrar shall destroy all paid Parity Obligations and, upon request from the Issuer, furnish the Issuer with an appropriate certificate of cancellation or destruction.

Section 14. INVESTMENTS. Money in any Fund or Account established or reaffirmed pursuant to this Order may, at the option of the Issuer, be placed or invested in investments authorized by Texas law consistent with the provisions of Section 16(h) of this Order. The value of any such Fund or Account shall be established by adding any money therein to the value of investment securities. The value of each such Fund or Account shall be established no less frequently than annually during the last month of each Fiscal Year. Earnings derived from the investment of moneys on deposit in the various Funds and Accounts shall be credited to the Fund or Account from which moneys used to acquire such investment shall have come. The value of investment securities in any Reserve Fund, in addition to the annual determination described above, shall be established at the time or times withdrawals are made therefrom. Investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

Section 15. STANDARDS OF OPERATION, RATE COVENANTS, PAYMENT OF MAINTENANCE COSTS.

(a) The Board covenants and agrees that, while any of the Bonds are outstanding and unpaid, the Issuer will continue its existence as a lawfully created community college district of the State of Texas.

(b) The Board covenants and agrees that the Issuer will maintain all of the facilities of the College in good and reasonable condition, working order, and state of repair for so long as any Bonds shall be outstanding and unpaid.

(c) The Board covenants to fix, impose, charge and collect the Pledged Revenues, as required by this Resolution, and will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution and each resolution authorizing the issuance of Additional Bonds, and in each and every Bond and Additional Bond; that it will promptly pay or cause to be paid from the Pledged Revenues the principal of and interest on every Outstanding Bond and Additional Bond, on the dates and in the places and manner prescribed in such resolutions and the Outstanding Bonds or Additional Bonds; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited from the Pledged Revenues the amounts required to be deposited into the Debt Service Fund and the 2024 Reserve Fund; and any registered owner of the Bonds or Additional Bonds may require the Board, its officials and employees, and any appropriate official of the State of Texas, to carry out, respect or enforce the covenants and obligations of this Resolution or any resolution authorizing the issuance of Bonds or Additional Bonds, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the Issuer, its officials and employees, or any appropriate official of the State of Texas..

(d) To the extent that (i) the Pledged Revenues that remain after providing for the payment of the current debt service on the Parity Obligations that are outstanding from time to time, and (ii) such other funds, resources, and moneys that are available to the Issuer from time to time that do not constitute a part of Pledged Revenues, are not sufficient to operate and maintain the Issuer and the Issuer to the standards required by this Section, the Board, by appropriate official action, will cause the Issuer to levy for each year while any of the Bonds are outstanding and unpaid, an ad valorem maintenance tax, within the limits heretofore voted, or within such higher limits as may be hereafter established by a vote of the resident qualified voters of the Issuer in accordance with applicable law, at such rate or rates as will permit the maintenance and operation of the facilities of the Issuer that are located within the Issuer's taxing district, to the level and standards required by said subsections, with full allowance being made for delinquencies and costs of collection.

Section 16. GENERAL COVENANTS. The Board further represents, covenants, and agrees that while any Parity Obligations or interest thereon is outstanding:

(a) *Payment of Parity Obligations.* On or before each payment date for Parity Obligations, the Issuer shall make available to the Paying Agent for such Parity Obligations or to such other party as required by this Order, money sufficient to pay the interest on, principal of,

and premium, if any, on the Parity Obligations as will accrue or otherwise come due or mature, or be subject to mandatory redemption prior to maturity, on such date and the fees and expenses related to the Parity Obligations, including the fees and expenses of the Paying Agent and any Registrar, remarketing agent, tender agent, or Credit Provider.

(b) **Performance.** It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order, in the order authorizing any other issue of Parity Obligations and in each and every Parity Obligation or evidence thereof. The Issuer will diligently pursue completion of the construction projects funded with the proceeds of the Bonds.

(c) **Redemption.** It will duly cause to be called for redemption prior to maturity, and will cause to be redeemed prior to maturity, all Parity Obligations that by their terms are mandatorily required to be redeemed prior to maturity, when and as so required.

(d) **Lawful Title.** The Issuer lawfully owns, has title to, or is lawfully possessed of the lands, buildings, and facilities now constituting the Issuer, and the Board will defend said title and title to any lands, buildings, and facilities that may hereafter become part of the Financing System, for the benefit of the owners of Parity Obligations against the claims and demands of all persons whomsoever.

(e) **Lawful Authority.** It is lawfully qualified to operate the Financing System and all services afforded by the same, and further to pledge the Pledged Revenues herein pledged in the manner prescribed herein and has lawfully exercised such right. It will operate and continuously maintain the Financing System and all services afforded thereby while any Parity Obligations are outstanding and unpaid.

(f) **Preservation of Lien.** It will not do or suffer any act or thing whereby the Financing System might or could be impaired, and that it will at all times maintain, preserve, and keep the real and tangible property of the Financing System and every part thereof in good condition, repair, and working order and operate, maintain, preserve, and keep the facilities, buildings, structures, and equipment pertaining thereto in good condition, repair, and working order. The Board hereby covenants and agrees to levy and collect within the Issuer an ad valorem maintenance tax, within the limits heretofore voted, or within such higher limits as may be hereafter established by a vote of the qualified voters of the Issuer in accordance with applicable law (with full allowance being made for delinquencies and costs of collection), at such rate or rates as will permit the maintenance and operation of the Issuer and the Financing System to the level and standards required by this Section.

(g) **No Additional Encumbrance.** It shall not incur additional Debt secured by the Pledged Revenues in any manner, except as permitted by this Order in connection with Parity Obligations, unless said Debt is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Order and any other order authorizing the issuance of Parity Obligations. Pledged Revenues not needed to pay the debt service on Parity Obligations, and Debt that is junior and subordinate thereto may be used by the Issuer for any lawful purpose.

(h) ***Investments and Security; Limitations on Derivatives.*** It will invest and secure money in all Accounts and Funds established pursuant to this Order in investments prescribed by State law for such Accounts and Funds, including, but not by way of limitation, by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and that such investments are made in accordance with written policies adopted by the Board.

(i) ***Records.*** It will keep proper books of record and account in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the Issuer. Each year while Parity Obligations are outstanding, the Board will cause to be prepared from such books of record and account an annual financial report of the Issuer and shall furnish such report to the principal municipal bond rating agencies and any owner of Parity Obligations who shall request same.

(j) ***Inspection of Books.*** It will permit any owner or owners of twenty-five percent (25%) or more of the then Outstanding Principal Amount at all reasonable times to inspect all records, accounts, and data of the Board relating to the Pledged Revenues.

(k) ***Determination of Outstanding Parity Obligations.*** For all purposes of this Order, the judgment of the Designated Financial Officer of the Issuer shall be deemed final in the determination of which obligations of the Board constitute Parity Obligations.

(l) ***Payment of Administrative Costs of Parity Obligations.*** The Issuer shall timely make available to the paying agent for the outstanding Parity Obligations the fees and expenses of the paying agent or paying agents therefor.

Section 17. DISPOSITION OF ASSETS. The Board may convey, sell, or otherwise dispose of any properties of the Financing System provided:

(a) ***Ordinary Course.*** Such conveyance, sale, or disposition shall be in the ordinary course of business of the Issuer.

(b) ***Disposition Upon Board Determination.*** The Board shall determine that after the conveyance, sale, or other disposition of such properties, the Board shall have sufficient funds during each Fiscal Year during which Parity Obligations are to be outstanding to meet the financial obligations of the Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System, including, without limitation, the payment of Parity Obligations.

(c) ***Compliance with Operative Federal Tax Covenants.*** Any conveyance, sale, or other disposition of property financed with the proceeds of Parity Obligations shall conform to the federal income tax covenants set forth in the order pursuant to which the Parity Obligations were issued.

Section 18. ISSUANCE OF ADDITIONAL OBLIGATIONS.

(a) *Parity Obligations.*

(i) The Issuer shall have the right and power at any time and from time to time, and in one or more Series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "*Additional Bonds*"), in accordance with law, in any amounts, for any lawful purpose related to the Issuer, including the refunding of Parity Bonds, Additional Bonds or bonds secured by Pledged Revenues that is junior and subordinate in all respects to the liens, pledges, covenants and agreements hereof or any resolution authorizing the issuance of Additional Bonds. Such Additional Bonds, when issued and delivered in accordance with the provisions hereof, shall be secured by and made payable equally and ratably on a parity with the Parity Bonds, from a first lien on and pledge of the Pledged Revenues.

(ii) Additional Bonds shall be issued only in accordance with the provisions hereof, but notwithstanding any provisions hereof to the contrary, no installment, series, or issue of Additional Bonds shall be issued or delivered unless the Designated Financial Officer of the Issuer sign a written certificate to the effect that the Issuer is not in default as to any covenant, condition, or obligation in connection with all outstanding Parity Bonds and Additional Bonds, and the orders authorizing the same, that the Debt Service Fund and the Reserve Fund each contains the amount then required to be therein, and that the Pledged Revenues, in the most recent completed fiscal year of the Issuer, were at least equal to 1.15 times the average annual principal and interest requirements of all Parity Bonds and Additional Bonds to be outstanding after the delivery of the then proposed Additional Bonds.

(b) ***Non-Recourse Debt and Subordinated Debt.*** Non-Recourse Debt and Subordinated Debt may be incurred by the Board without limitation, except no Subordinated Debt may be incurred unless (i) a Designated Financial Officer shall deliver to the Board a certificate stating that, to the best of his or her knowledge, the Issuer possesses the financial capability to satisfy the Annual Debt Service Requirements of the Financing System and the Subordinated Debt after taking into account the then proposed Subordinated Debt.

(c) ***Credit Agreements.*** Payments to be made under a Credit Agreement may be treated as Parity Obligations if the Board makes a finding in the order authorizing the treatment of the obligations of the Issuer incurred under a Credit Agreement as a Parity Obligation that, based upon the findings contained in a certificate executed and delivered by a Designated Financial Officer, the Issuer will have sufficient funds to meet the financial obligations of the Financing System, including sufficient Pledged Revenues to satisfy the rate covenant set forth in Section 15 of this Order, after giving effect to the treatment of the Credit Agreement as a Parity Obligation.

Section 19. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) **Replacement Bonds.** In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same series, principal amount, maturity, and interest rate, and in the same form, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) **Application for Replacement Bonds.** Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) **Payment in Lieu of Replacement.** Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) **Charge for Issuing Replacement Bonds.** Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) **Authority for Issuing Replacement Bonds.** In accordance with Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without the necessity of further action by the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(f) of this Order for Bonds issued in exchange and replacement for other Bonds.

Section 20. AMENDMENT OF ORDER. (a) **Amendments Without Consent.** This Order and the rights and obligations of the Board and of the owners of the Bonds may be modified or amended at any time without notice to or the consent of any owner of the Bonds or any other Parity Obligations, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the Board 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 Board 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 Board of an opinion of 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 Bonds, replace or provide additional Credit Facilities, or change the form of the Bonds or make such other changes in the provisions hereof as the Board may deem necessary or desirable and that shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the outstanding Bonds;

(iv) To make any changes or amendments requested by any Rating Agency then rating or requested to rate Parity Obligations, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Bonds;

(v) To make such changes, modifications or amendments as may be necessary or desirable that shall not adversely affect the interests of the owners of the Bonds, in order, to the extent permitted by law, to facilitate the economic and practical utilization of Credit Agreements with respect to the Bonds; or

(vi) To make such other changes in the provisions hereof as the Board may deem necessary or desirable and that shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Bonds.

Notice of any such amendment may be, but is not required to be, published by the Board 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 order and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory order.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Order, the owners of outstanding Bonds 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 that may be deemed necessary or desirable by the Board; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the outstanding Bonds, the amendment of the terms and conditions in this Order or in the Bonds so as to:

(i) Make any change in the maturity of the outstanding Bonds;

(ii) Reduce the rate of interest borne by outstanding Bonds;

- (iii) Reduce the amount of the principal payable on outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the owners of less than all Bonds then outstanding; or
- (vi) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(c) **Notice.** If at any time the Board shall desire to amend this Order for the purposes described in subsection (b) above, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York or the State of Texas once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Registrar for inspection by all owners of Bonds. Such publication is not required, however, if the Board gives or causes to be given such notice in writing to each owner of Bonds. Such publication is not required with respect to amendments to this Order effected pursuant to the provisions of subsection (a) of this Section.

(d) **Receipt of Consents.** Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the owners or the owners of at least a majority in Outstanding Principal Amount of Bonds, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which instrument or instruments specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory order in substantially the same form.

(e) **Effect of Amendments.** Upon the adoption by the Board of any order to amend this Order pursuant to the provisions of this Section, this Order shall be deemed to be amended in accordance with the amendatory order, and the respective rights, duties, and obligations of the Board and all the owners of then outstanding Bonds and all future Bonds shall thereafter be determined, exercised, and enforced under the Order and this Order, as amended.

(f) **Consent Irrevocable.** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar and the Board, but such revocation shall not be effective if the owners of a majority in Outstanding Principal Amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(g) **Ownership.** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the registration books kept by the Registrar therefor. The Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Registrar.

Section 21. COVENANTS REGARDING TAX-EXEMPTION. The Issuer covenants to refrain from any action that would adversely affect, or to take any action to assure, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as a "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a current refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to

preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Designated Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

Section 22. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. The Issuer covenants to account for the expenditure of proceeds from the sale of the Bonds and any investment earnings thereon to be used for the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (a) the expenditure on the Project is made or (b) each such Project is completed. The foregoing notwithstanding, the Issuer shall not expend such proceeds or investment earnings more than 60 days after the later of (a) the fifth anniversary of the date of delivery of the Bonds or (b) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Bonds.

Section 23. DISPOSITION OF PROJECT. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. 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 Issuer shall not be obligated to comply with this covenant if it obtains an opinion of 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.

Section 24. ORDER TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds, 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 Issuer and the registered owners from time to time of the Bonds and the pledge made in this Order by the Board and the covenants and agreements set forth in this Order to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all registered owners, without preference, priority, or distinction as to security or otherwise of any of the Bonds 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 25. INDIVIDUALS NOT LIABLE. All covenants, stipulations, obligations, and agreements of the Board contained in this Order shall be deemed to be covenants, stipulations, obligations, and agreements of the Financing System and the Board to the full extent authorized or permitted by the Constitution and laws of the State of Texas. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation,

or agreement of any member of the Board or agent or employee of the Issuer in the individual capacity thereof and neither the members of the Board nor any officer thereof shall be liable personally on Parity Obligations when issued, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 26. 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 Bonds issued hereunder.

Section 27. SPECIAL OBLIGATIONS. All Parity Obligations and the premium, if any, and the interest thereon shall constitute special obligations of the Issuer payable from the Pledged Revenues, and the owners thereof shall never have the right to demand payment out of funds raised or to be raised by taxation, or from any source other than the source specified in this Order. The obligation of the Issuer to pay or cause to be paid the amounts payable under this Order out of the Pledged Revenues shall be absolute, irrevocable, complete, and unconditional, and the amount, manner, and time of payment of such amounts shall not be decreased, abated, rebated, setoff, reduced, abrogated, waived, diminished, or otherwise modified in any manner or to any extent whatsoever, regardless of any right of setoff, recoupment, or counterclaim that the Board might otherwise have against any owner or any other party and regardless of any contingency, force majeure, event, or cause whatsoever and notwithstanding any circumstance or occurrence that may arise or take place before, during, or after the issuance of Parity Obligations while any Parity Obligations are outstanding.

Section 28. REMEDIES. Upon the happening of any Event of Default, each registered owner may proceed against the Issuer for the purpose of protecting and enforcing the rights of the registered owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies. 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 Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 29. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the FORM OF BONDS, whenever under the terms of this Order or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance

thereof, including the payment of principal of and interest on the Bonds, 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 30. 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 Bonds is intended or should be construed to confer upon or give to any person other than the Board, the registered owners, AGM, 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 Board, the registered owners, AGM and the Paying Agent/Registrar as herein and therein provided.

Section 31. DEFEASANCE OF OBLIGATIONS.

(a) ***Deemed Paid.*** Any Parity Obligation and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Debt") within the meaning of this Order, except to the extent provided in subsection (e) of this Section, when payment of the principal of such Parity Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Debt shall have become due and payable. At such time as a Parity Obligation shall be deemed to be a Defeased Debt hereunder, as aforesaid, such Parity Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the revenues herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities. Upon entering into the Future Escrow Agreement with respect to any such Parity Obligations so defeased, such Parity Obligations shall no longer be outstanding for any purpose except for right of payment, and all rights of the Issuer to take any other action amending the terms of such Parity Obligations shall be extinguished.

(b) ***Investments.*** Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Parity Obligations and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which

the money and/or Defeasance Securities are held for the payment of Defeased Debt may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) above. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Debt, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) ***Selection of Defeased Debt.*** In the event that the Issuer elects to defease less than all of the principal amount of Parity Obligations of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Parity Obligations by such random method as it deems fair and appropriate.

(d) ***Defeasance Obligations.*** The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds.

(e) ***Continuing Duty of Paying Agent/Registrar.*** Until all Parity Obligations defeased under this Section of this Order shall become due and payable, the Paying Agent/Registrar for such Parity Obligations shall perform the services of Paying Agent/Registrar for such Parity Obligations the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services.

Section 32. CUSTODY; APPROVAL; AND PREAMBLE. (a) The Designated Financial Officer is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State of Texas. The Designated Financial Officer is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that (i) the Attorney General approve the Bonds as permitted by Chapter 1202, Texas Government Code, and (ii) the Comptroller of Public Accounts register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The recitals and preamble to this Order is hereby adopted and made a part of this Order for all purposes.

(b) The obligation of the Purchaser to accept delivery of the Bonds is subject to the initial Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Purchaser.

(c) In accordance with the provisions of Section 1202.004, Tex. Gov't Code Ann., in connection with the submission of the Bond by the Attorney General of Texas for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Bond, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Bond. The Issuer hereby authorizes and directs that a check or ACH transfer in the amount of the Attorney General filing fee for the Bonds,

made payable to the "Texas Attorney General," be promptly furnished to the Issuer's Bond Counsel, for payment to the Attorney General in connection with his review of the Bond.

Section 33. COMPLIANCE WITH RULE 15c2 12 (17 C.F.R. § 240.15c2 12).

(b) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

(i) "*Financial Obligation*" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

(ii) "*MSRB*" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

(iii) "*Rule*" means SEC Rule 15c2 12, as amended from time to time.

(iv) "*SEC*" means the United States Securities and Exchange Commission.

(c) Annual Reports. The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within the time provided in the Pricing Certificate, certain updated financial information and operating data pertaining to the Issuer, being the information described in the Pricing Certificate.

(d) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within such period, then the Issuer shall provide unaudited financial information within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(e) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(f) Event Notices.

(i) Material Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

(A) non-payment related defaults;

(B) modifications to rights of Registered Owners;

(C) Bond calls;

(D) release, substitution, or sale of property securing repayment of the Bonds;

(E) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(F) appointment of a successor or additional trustee or the change of name of a trustee;

(G) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect Bondholders, if material.

(ii) Event Notices Without Regard to Materiality. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

(A) principal and interest payment delinquencies;

(B) unscheduled draws on debt service reserves reflecting financial difficulties;

(C) unscheduled draws on credit enhancements reflecting financial difficulties;

(D) substitution of credit or liquidity providers, or their failure to perform;

(E) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(F) tender offers;

(G) defeasances;

(H) rating changes;

(I) bankruptcy, insolvency, receivership or similar event of an obligated person;

(J) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(g) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give the notice required by subsection (e) hereof of any Bond calls and defeasance that cause the Issuer to no longer be such an "obligated person".

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Order for purposes of any other provision of this Order. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 34. FURTHER PROCEDURES. The Chair of the Board, the District President any Designated Financial Officer, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they 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 under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the sale and delivery of the Bonds and fixing all details in connection with the Bonds.

Section 35. INCONSISTENT PROVISIONS. All indentures, orders or resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 36. GOVERNING LAW. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 37. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 38. REMEDIES FOR EVENTS OF DEFAULT.

(a) Remedies for Default. Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized legal representative thereof, including, but not limited to, a trustee for such Registered Owner, may proceed against the Issuer or the Board of Trustees of the Issuer, as appropriate, for the purpose of protecting and enforcing the rights of the Registered Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained in this Order, to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies. All such proceedings for remedy shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(b) Remedies are Not Exclusive.

(i) No remedy conferred or reserved in this Order is intended to be exclusive of any other available remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt service payments evidenced by the Bonds shall not be available as a remedy under this Order.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Order, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the Board of Trustees of the Issuer.

Section 39. CONTINUED PERFECTION OF SECURITY INTEREST. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Issuer under Section 7 of this Order, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the Pledged Revenues granted by the Issuer under Section 7 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

**EXHIBIT A
FORM OF BONDS**

The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Resolution, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order and with the Bonds to be completed with information set forth in the Pricing Certificate. The Form of Bond as it appears in this Exhibit A shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate but it is not required for the Form of Bond to reproduced as an exhibit to the Pricing Certificate.

The blanks in this section are intentional.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS COLLIN COUNTY COMMUNITY COLLEGE DISTRICT CONSOLIDATED FUND REVENUE BOND, SERIES 2024	PRINCIPAL AMOUNT \$ _____
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<u>INTEREST RATE</u>	<u>DATED DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
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REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

On the maturity date specified above, the COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, in the County of Collin, State of Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the [Dated Date / Delivery Date], on [] and semiannually on each [] and [] thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from

is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

The principal of and interest on this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at [-], which is the "Paying Agent/Registrar" for this Bond at its designated office for payment currently, Austin, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of this Bond (the "Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the fifteenth day of the preceding month (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Bond is determined only by a book entry at a securities depository for the Bond, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the Issuer and the securities depository.

Any accrued interest due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Debt Service Fund" created by the Bond, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due.

If the date for the payment of this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the designated 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 Saturday, Sunday, legal

holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is dated as of [], 2024 and is authorized by the Issuer in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$[] issued pursuant to an order adopted on August [], 2024 (the "Order"), to (i) design, construct, improve and equip certain facilities consisting generally of kitchen/dining renovations, courtyard improvements and bookstore improvements at the Plano Campus; constructing and equipping a new health science building; improvements to the Wylie CTE Building; various security enhancements; and other capital improvements, (ii) funding a debt service reserve fund for the Bonds, and (iii) paying the costs of issuing the Bonds.

On [], 20__, or on any date thereafter, the Bonds of this Series maturing on and after August 1, 20__ may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the Issuer and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000).

At least thirty (30) days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the Registration Books on the 45th day prior to such redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provisions shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in 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 Board, all as provided by the Order.

[The Bonds maturing on [] in the years [] (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date:

Term Bonds due [], 20[]

Mandatory Redemption Date: []	Principal Amount: \$[],000
Mandatory Redemption Date: []	Principal Amount: \$[],000
Mandatory Redemption Date: []	Principal Amount: \$[],000
Mandatory Redemption Date: []*	Principal Amount: \$[],000

* Stated Maturity

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer by the principal amount of any Term Bonds of the stated maturity which, at least fifty days prior to a mandatory redemption date, (1) shall have been acquired by the Issuer, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

All Bonds of this series are issuable solely as fully registered bonds, without interest coupons, in the denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof (the "Authorized Denomination"). As provided in the Bond Order, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned and transferred for a like aggregate principal amount Bond, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, in an Authorized Denomination, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and

transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond to the assignee this Bond is to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond from time to time by the registered owner. In the case of the assignment and transfer of this Bond, the reasonable standard or customary fees and charges of the Paying Agent/Registrar will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment and transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

In the event any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owner of this Bond.

It is hereby certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that the series of Bonds of which this Bond is one constitutes Parity Obligations under the Bond Order; and that the interest on and principal of this Bond, and other Bonds of this series are equally and ratably secured by and payable from a lien on and pledge of the Pledged Revenues. The Bond Order further provides that the Issuer may create a debt service reserve fund and fund it or provide for it to be funded in connection with the issuance of any Parity Obligations, and that such reserve shall secure only the Parity Obligations for which it is designated to secure. The Issuer has not created a debt service reserve fund in connection with the issuance of the Bonds.

The Issuer has reserved the right, subject to the restrictions referred to in the Bond Order, (i) to issue additional Parity Obligations, which also may be secured by and made payable from a lien on and pledge of the aforesaid Pledged Revenues, in the same manner and to the same extent as this Bond, and (ii) to amend the provisions of the Bond Order under the conditions provided in the Bond Order.

The registered owner hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Order.

By becoming the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in

the official minutes and records of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Chair of the Board of Trustees of the Issuer and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

Secretary, Board of Trustees
Collin County Community College District

Chair, Board of Trustees
Collin County Community College District

(SEAL)

(b) [Form of Registration Certificate of the Comptroller of Public Accounts]

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

(COMPTROLLER'S SEAL)

(c) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in exchange for a bond or bonds, or a portion of a bond or bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

[-]
[-], Texas
Paying Agent/Registrar

By: Authorized Representative

(d) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____.
(Please insert Social Security or Taxpayer Identification Number of Transferee)

(Please print or typewrite name and address, including zip code, of Transferee.)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

INSERTIONS FOR THE INITIAL BOND

The initial Bond shall be in the form set forth in this Exhibit, except that:

- A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

- B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED ABOVE, the COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, in the County of Collin, State of Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
--------------	-------------------------	-----------------------

(Information from the Pricing
Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from [] at the respective Interest Rate per annum specified above. Interest is payable on [] semiannually on each [] and [] thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due by has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

The initial Bond shall be numbered "T-1."

Collin County Community College District Board of Trustees

2024-08-3-2

August 27, 2024

Resource: Melissa Irby
Chief Financial Officer

AGENDA ITEM: Report Out of the Finance and Audit Committee and Consideration of Approval of the 2024-2025 Budget

DISCUSSION: At the August 2, 2024 Board Retreat, the proposed budget for the 2024-2025 fiscal year was presented to the Board of Trustees.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$16,561,094 OR 11.18%, AND OF THAT AMOUNT, \$7,269,272 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

The proposed revenue budget for 2024-2025 is presented as follows:

Unrestricted	\$302,392,239
Restricted	69,708,811
Interfund Transfers	28,088,206
<u>Total</u>	<u>\$400,189,256</u>

The proposed expense budget for 2024-2025 is presented as follows:

Unrestricted	\$366,606,823
Restricted	132,284,665
Interfund Transfers	28,088,206
Depreciation	26,177,164
Bond Principal	(21,615,000)
Capital Purchases	(132,852,602)
<u>Total</u>	<u>\$398,689,256</u>

**DISTRICT PRESIDENT'S
RECOMMENDATION:**

The District President recommends approval and adoption of the Fiscal Year 2024-2025 Budget.

SUGGESTED MOTION:

“Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves and adopts the Fiscal Year 2024-2025 Budget as presented.”

Collin County Community College District Board of Trustees

2024-08-3-3

August 27, 2024

Resource: Melissa Irby
Chief Financial Officer

AGENDA ITEM: Report Out of the Finance and Audit Committee and Consideration of Approval of the Facility and Patio Space Fees Effective September 1, 2024

DISCUSSION: Board Policy GD (Local) establishes the guidelines for the use of District facilities by community groups and organizations. The Facility Fee Schedule was last approved by the Board on August 22, 2023.

Proposed fees are listed on the attachment including increased fees for events, police, technical, housekeeping, or facility support.

The increase in fees offsets the cost of Collin employees managing the leasing and staging of external events. The District will review facility usage fees every year.

GD (Local) gives the District President the authority to waive the facility use rental fee if the use serves an appropriate College District or public purpose. The District is charged with being a good steward of taxpayer funds, so it is essential that the District recovers the costs associated with hosting and staging events for external patrons to avoid the gifting of public funds.

DISTRICT PRESIDENT'S RECOMMENDATION: The District President recommends approval of the of the Facility and Patio Space Fees effective September 1, 2024.

SUGGESTED MOTION: "Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves the Facility and Patio Space Fees effective September 1, 2024."

Facilities Fee Increase Proposal FY2025

	Capacity	Length	CURRENT	CURRENT	PROPOSED	PROPOSED
			Non-Profit Fees	For-Profit Fees	Non-Profit Fees	For-Profit Fees
Frisco Campus						
Whole Conference Center	500-900	½ day	\$ 510	\$ 1,020	\$540	\$1,070
Whole Conference Center	500-900	Full day	\$ 960	\$ 1,920	\$1,010	\$2,015
1/2 Conference Center (E or N/S)	300-400	½ day	\$ 360	\$ 720	\$380	\$760
1/2 Conference Center (E or N/S)	300-400	Full day	\$ 570	\$ 1,140	\$600	\$1,200
1/4 Conference Center (N or S)	150-200	½ day	\$ 270	\$ 540	\$285	\$570
1/4 Conference Center (N or S)	150-200	Full day	\$ 390	\$ 780	\$410	\$820
Gymnasium (minimum 2 hours)	200	Hourly	\$ 96	\$ 120	\$100	\$130
McKinney Campus						
Whole Conference Center	500-900	½ day	\$ 510	\$ 1,020	\$540	\$1,070
Whole Conference Center	500-900	Full day	\$ 960	\$ 1,920	\$1,010	\$2,015
1/2 Conference Center (A or B/C)	300-400	½ day	\$ 360	\$ 720	\$380	\$760
1/2 Conference Center (A or B/C)	300-400	Full day	\$ 570	\$ 1,140	\$600	\$1,200
1/4 Conference Center (B or C)	150-200	½ day	\$ 270	\$ 540	\$285	\$570
1/4 Conference Center (B or C)	150-200	Full day	\$ 390	\$ 780	\$410	\$820
Pike Hall/Abernathy Hall	100	½ day	\$ 258	\$ 516	\$270	\$540
Pike Hall/Abernathy Hall	100	Full day	\$ 366	\$ 732	\$385	\$770
Plano Plano						
Whole Conference Center	500-850	½ day	\$ 510	\$ 1,020	\$540	\$1,070
Whole Conference Center	500-850	Full day	\$ 960	\$ 1,920	\$1,010	\$2,015
Conference Center Section C	300-350	½ day	\$ 360	\$ 720	\$380	\$760
Conference Center Section C	300-350	Full day	\$ 570	\$ 1,140	\$600	\$1,200
Conference Center - End Section	100-150	½ day	\$ 258	\$ 540	\$270	\$570
Conference Center - End Section	100-150	Full day	\$ 366	\$ 780	\$385	\$850
Rear Dining Area	150	½ day	\$ 258	\$ 516	\$270	\$540
Rear Dining Area	150	Full day	\$ 366	\$ 732	\$385	\$770
Gymnasium (minimum 2 hours)	500	Hourly	\$ 96	\$ 120	\$100	\$130
Tennis Courts (price per court per match)	12 courts	Hourly	\$ 20	\$ 20	\$25	\$25
Collin Higher Education Center (CHEC)						
Board Room (Room 139)	100	½ day	\$ 228	\$ 456	\$240	\$480
Board Room (Room 139)	100	Full day	\$ 336	\$ 672	\$350	\$710
Board Conf. Room (Room 135)	50-75	½ day	\$ 180	\$ 360	\$190	\$380
Board Conf. Room (Room 135)	50-75	Full day	\$ 240	\$ 480	\$250	\$500
Courtyard Center						
Courtyard Center (rooms 422,424,426,428 only leased together)	100-150	½ day	\$ 318	\$ 636	\$330	\$670
Courtyard Center (rooms 422,424,426,428 only leased together)	100-150	Full day	\$ 486	\$ 972	\$510	\$1,020
Allen Technical Campus						
Kone Conference Center	40-190	½ day	\$ 258	\$ 516	\$270	\$540
Kone Conference Center	40-190	Full day	\$ 366	\$ 732	\$385	\$770
South Terrace	130	½ day	\$ 258	\$ 516	\$270	\$540
South Terrace	130	Full day	\$ 366	\$ 732	\$385	\$770
North Terrace	50	½ day	\$ 180	\$ 360	\$190	\$380
North Terrace	50	Full day	\$ 240	\$ 480	\$250	\$500
Safety Lab	100	½ day	\$ 258	\$ 516	\$270	\$540
Safety Lab	100	Full day	\$ 366	\$ 732	\$385	\$770
Farmersville Campus						
Atrium A Wing	6	½ day	\$ 72	\$ 144	\$75	\$150
Atrium A Wing	6	Full day	\$ 108	\$ 216	\$115	\$230
Atrium Commons	50-80	½ day	\$ 180	\$ 360	\$190	\$375
Atrium Commons	50-80	Full day	\$ 240	\$ 480	\$250	\$500
Atrium Info Desk	6	½ day	\$ 72	\$ 144	\$80	\$150
Atrium Info Desk	6	Full day	\$ 108	\$ 216	\$110	\$230
Event Courtyard	30	½ day	\$ 180	\$ 360	\$190	\$380
Event Courtyard	30	Full day	\$ 240	\$ 480	\$250	\$500
Event Outdoor A-Wing	125-150	½ day	\$ 258	\$ 516	\$270	\$540
Event Outdoor A-Wing	125-150	Full day	\$ 366	\$ 732	\$385	\$770
Library Commons	35	½ day	\$ 180	\$ 360	\$190	\$380
Library Commons	35	Full day	\$ 240	\$ 480	\$250	\$500

	Capacity	Length	CURRENT	CURRENT	PROPOSED	PROPOSED
			Non-Profit Fees	For-Profit Fees	Non-Profit Fees	For-Profit Fees
Celina Campus						
Atrium 1 - Level 2 South Lobby	36	½ day	\$ 180	\$ 360	\$190	\$380
Atrium 1 - Level 2 South Lobby	36	Full day	\$ 240	\$ 480	\$250	\$500
Atrium 2 - Terrace Atrium	30	½ day	\$ 180	\$ 360	\$190	\$380
Atrium 2 - Terrace Atrium	30	Full day	\$ 240	\$ 480	\$250	\$500
Atrium 3 - North Lobby Atrium	55	½ day	\$ 180	\$ 360	\$190	\$380
Atrium 3 - North Lobby Atrium	55	Full day	\$ 240	\$ 480	\$250	\$500
Atrium 4 - South Lobby Atrium	55	½ day	\$ 180	\$ 360	\$190	\$380
Atrium 4 - South Lobby Atrium	55	Full day	\$ 240	\$ 480	\$250	\$500
Atrium 5 - Breezeway Atrium	120	½ day	\$ 258	\$ 516	\$270	\$540
Atrium 5 - Breezeway Atrium	120	Full day	\$ 366	\$ 732	\$385	\$770
Wylie Campus						
Whole Conference Center	500-900	½ day	\$510	\$1,020	\$535	\$1,070
Whole Conference Center	500-900	Full day	\$960	\$1,920	\$1,010	\$2,020
1/2 Conference Center (A or B/C)	300-400	½ day	\$360	\$720	\$380	\$760
1/2 Conference Center (A or B/C)	300-400	Full day	\$570	\$1,140	\$600	\$1,200
1/4 Conference Center (B or C)	150-200	½ day	\$270	\$540	\$285	\$570
1/4 Conference Center (B or C)	150-200	Full day	\$390	\$780	\$410	\$820
Classrooms						
General Classroom	1-40	½ day	\$ 72	\$ 144	\$75	\$150
General Classroom	1-40	Full day	\$ 108	\$ 216	\$115	\$230
General Classroom	41-75	½ day	\$ 96	\$ 144	\$100	\$150
General Classroom	41-75	Full day	\$ 156	\$ 234	\$165	\$245
Lecture Hall/Presentation room	75-100	½ day	\$ 144	\$ 288	\$150	\$300
Lecture Hall/Presentation room	75-100	Full day	\$ 252	\$ 504	\$265	\$530
Additional Fees						
Police Support (external security not allowed) (Events with attendance of 300 or more will require Collin PD presence - min. 1 officer for duration of event)		Per officer/per hour	\$ 65	\$ 65	\$70	\$70
Dance Floor Fee (15x15)		4 hours	\$ 300	\$ 300	\$325	\$325
Room Reset Fee (Set Up Changes made less than 24 hours prior to event)		Per Room	\$ 150	\$ 150	\$175	\$175
Media Use Fee (using Collin media)			\$ 50	\$ 50	\$100	\$100
Dedicated Media Tech Fee		Per Technician/per hour	\$ 50	\$ 50	\$75	\$75
Cost Recovery Fee (Only applies if rental fee waived)		Hourly	\$ 30	\$ 30	\$30	\$30
Parking lot rental		Per space	\$ 2	\$ 2	\$2	\$2

	CURRENT Non-Profit Fees	CURRENT For-Profit Fees	PROPOSED Non-Profit Fees	PROPOSED For-Profit Fees
Whole Conf. Ctr. - Full Day	\$960	\$1,920	\$1,008	\$2,016
Whole Conf. Ctr. - Half Day	\$510	\$1,020	\$536	\$1,071
Half Conf. Ctr. - Full Day	\$570	\$1,140	\$599	\$1,197
Half Conf. Ctr. - Half Day	\$360	\$720	\$378	\$756
Qtr. Conf. Ctr. - Full Day	\$390	\$780	\$410	\$819
Qtr. Conf. Ctr. - Half Day	\$270	\$540	\$284	\$567
Meda Fee per day	\$50	\$50	\$100	\$100

Collin County Community College District Board of Trustees

2024-08-3-4

August 27, 2024

Resource: Monica Velazquez
General Counsel

AGENDA ITEM:

Report Out of the Organization, Education, and Policy Committee, First Reading of Local Board Policies

- **CGC (Local)** Safety Program – Emergency Plans and Alerts
- **CHA (Local)** Site Management - Security
- **CU (Local)** Research
- **DBA (Local)** Employment Requirements and Restrictions – Credentials and Records
- **DBB (Local)** Employment Requirements and Restrictions – Medical Examinations and Communicable Diseases
- **DBE (Local)** Employment Requirements and Restrictions - Nepotism
- **DC (Local)** Employment Practices
- **DH (Local)** Employee Standards of Conduct
- **DIAA (Local)** Freedom from Discrimination, Harassment, and Retaliation – Sex and Sexual Violence
- **DJ (Local)** Assignment, Workload, and Schedules
- **FFDA (Local)** Freedom from Discrimination, Harassment, and Retaliation – Sex and Sexual Violence

DISCUSSION:

As a part of the College’s comprehensive review of all policies and with updates and recommendations from the Texas Association of School Boards’ Legal and Policy Service, the local policies outlined below are being presented for review as a first reading.

- **CGC (Local)** Safety Program – Emergency Plans and Alerts -Recommended revisions to this local policy address HB 3, which clarifies that a college’s Emergency Operations Plan must address any additional requirements established by TxSSC in consultation with TEA and relevant local law enforcement agencies.

- **CHA (Local) Site Management – Security -** Recommended revisions to this local policy address the application of SB 1445 to the Employment of Peace Officers and Telecommunicators, Medical and Psychological Examinations, Misconduct Investigations, and Personnel Files.
- **CU (Local) Research -** This new recommended local policy language addresses SB 1565, which requires a community college board to establish a policy framework promoting Research Security while mitigating foreign espionage and interference risks. The bill also requires the board to designate a research security officer. The research security officer reflected in the policy was submitted by the college.
- **DBA (Local) Employment Requirements and Restrictions – Credentials and Records -** New recommended local policy language addresses the application of SB 1445 to Law Enforcement Personnel Files.
- **DBB (Local) Employment Requirements and Restrictions – Medical Examinations and Communicable Diseases -** New recommended local policy language addresses the application of SB 1445 to the Medical and Psychological Examination of a Peace Officer, Telecommunicator, or School Marshal. A fill-in for the applicable licensed positions to which this policy applies has been added.
- **DBE (Local) Employment Requirements and Restrictions – Nepotism –** Adding language to clarify exceptions and restrictions on current nepotism policies.
- **DC (Local) Employment Practices -** New recommended local policy language addresses the application of SB 1445 to the Employment of Certain Law Enforcement Personnel.
- **DH (Local) Employee Standards of Conduct -** New recommended local policy language addresses the application of SB 1445 to investigations of Misconduct by Certain Law Enforcement Personnel.

- **DIAA (Local)** Freedom from Discrimination, Harassment, and Retaliation – Sex and Sexual Violence - Updating Title IX Coordinator for Employees to Chief Human Resources Officer Dr. Jennifer DuPlessis and contact information.
- **DJ (Local)** Assignment, Workload, and Schedules – Language adding a District President designee to the exemption approval process.
- **FFDA (Local)** Freedom from Discrimination, Harassment, and Retaliation – Sex and Sexual Violence - Updating Title IX Coordinator for Employees to Chief Human Resources Officer Dr. Jennifer DuPlessis and contact information. Updating contact information for Deputy Title IX Coordinator for Students.

SUGGESTED MOTION:

This being a first reading of local board policies, no action is required.

**Emergency
Operations Plan**

In accordance with state requirements, the College District will maintain a multihazard emergency operations plan that provides for appropriate employee training; adequate communications technology and infrastructure, including employee access to emergency communication devices; coordination with state and local entities; ~~and~~ implementation of a safety and security audit; and any other requirements established by the Texas School Safety Center (TxSSC).

**Emergency
Response and
Evacuation
Procedures**

In accordance with federal law, the College District will maintain effective emergency response and evacuation procedures that can be implemented on short notice and that will ensure optimum safety for students and personnel.

**Emergency Alert
System**

In accordance with state requirements, the College District will maintain an emergency alert system that provides for timely notification to students, faculty, and staff of emergencies affecting the College District or its students and employees.

Purpose and Mission As authorized by the Texas Education Code, the Board of Trustees has chosen to employ and commission peace officers to maintain law and order. The Collin College Police Department will strive to provide a safe environment in which all members of the College District community may work, teach, study, and learn. The police department in the daily performance of its functions will stress public safety and service and the protection of life and property.

Jurisdiction The primary jurisdiction of College District peace officers will include all counties in which property is owned, leased, rented, or otherwise under the control of the College District.

Authority Within a peace officer's primary jurisdiction, he or she:

1. Is vested with all the powers, privileges, and immunities of peace officers;
2. May, in accordance with Chapter 14, Code of Criminal Procedure, arrest without a warrant any person who violates a law of the state; and
3. May enforce all traffic laws on streets and highways.

Outside a peace officer's primary jurisdiction, he or she is vested with all the powers, privileges, and immunities of peace officers and may arrest any person who violates any law of the state if the peace officer is:

1. Summoned by another law enforcement agency to provide assistance; or
2. Assisting another law enforcement agency; or
3. Otherwise performing duties as a peace officer for the College District.

Additionally, as provided by Section 51.210 of the Texas Education Code, the College's peace officers are authorized to enforce policies, rules, and regulations promulgated by the Board and the administration.

Any person commissioned by the College District must be a certified peace officer who satisfies the requirements of the Texas Commission on Law Enforcement (TCOLE). Peace officers will discharge the responsibilities provided in Section 51.203 of the Texas Education Code and Articles 2.12 and 2.13 of the Code of Criminal Procedure. All certified peace officers will possess a valid Texas driver's license at all times.

Appointing a Chief The Chief of Police is appointed by the Board of Trustees upon the recommendation of the District President. The Chief of Police is

subject to state and federal law, the policies of the Collin College Board of Trustees, and the regulations, guidelines, and directives implemented by the District President or designee.

The Chief of Police will, as a condition of employment, complete the course of training prescribed for Chiefs of Police by the TCOLE.

Subject to pertinent state and federal laws, Board policy, and administrative regulations and directives, the Chief of Police has authority to manage the members of the police department. The Chief of Police will promote the discipline, training, efficiency, and morale of the department. The Chief of Police is authorized to establish the schedule of work for all department personnel.

Subject to review and approval by the District President or designee, the Chief of Police will prepare a handbook or manual of procedures, guidelines, and regulations to implement Board policy and to guide officers in the discharge of their responsibilities. The handbook or manual will address arrests, search and seizure, use of force, evidence handling, use of vehicles and equipment, protection of criminal history information and other confidential information, use of firearms and qualifications, officer standards of conduct and training, interaction with other law enforcement agencies, interaction with mentally impaired individuals, traffic control, compliance with state and federal mandates, and other subjects as may be determined by the Chief of Police. The handbook or manual will address communication and cooperation between the police department and Collin College campus administrators with authority for the administration of student discipline.

The Chief of Police may promulgate oral and written orders, commands, directives, and verbal instructions that are not inconsistent with the law, Board policy, or orders and instructions from the District President or designee.

Security Authority and Powers

While within the jurisdiction set out in this policy, peace officers employed and commissioned by the College District will have all the powers, privileges, and immunities of peace officers. Subject to limitations in law, College District peace officers will have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the College District and protect the property of the College District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, College District peace officers may serve

search warrants in connection with College District-related investigations in compliance with the Texas Code of Criminal Procedure.

3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce College District policies, rules, and regulations on College District property or at College District functions.
6. Investigate violations of College District policies, rules, and regulations as requested by the ~~District President~~District President or designee and participate in hearings concerning alleged violations.
7. Carry weapons as directed by the Chief of Police and approved by the District President.
8. Carry out all other duties as directed by the Chief of Police or District President.

Peace Officers and Telecommunicators

For additional policies regarding the employment of peace officers and telecommunicators, see DC.

For provisions regarding the fitness-for-duty examination of a peace officer or telecommunicator, see DBB.

For provisions regarding the investigation of allegations of misconduct by peace officers and telecommunicators, see DH.

For provisions regarding personnel files maintained with respect to peace officers and telecommunicators, see DBA.

Limitations on Outside Employment

No officer commissioned under this policy will provide law enforcement or security services for an outside employer without prior written approval from the Chief of Police.

[See DBF(LOCAL) for additional requirements related to non-school employment.]

**Relationship with
Outside Agencies**

The College District's police department and the law enforcement agencies with which it has overlapping jurisdiction will enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The Chief of Police and the District President or designee will review the memorandum of understanding at least once every year. The memorandum of understanding will be approved by the Board.

Use of Force

The use of force, including deadly force, will be authorized only when reasonable and necessary, as outlined in the department regulations manual.

Guiding Principles

The use of force by police officers is a matter of critical concern to the Board, the public, and the law enforcement community. The Board recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation, and a careful balancing of all interests.

Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties. Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

**Duty to Intervene
and Report**

Any College police officer present and observing another officer using force that is clearly beyond that which is objectively reasonable under the circumstances will, when in a position to do so, intercede to prevent the use of unreasonable force. An officer who observes another employee use force that exceeds the degree of force permitted by law will promptly report these observations to a supervisor.

**Standards for Using
Force**

Officers will use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officers at the time of the event to accomplish a legitimate law enforcement purpose.

An officer may use reasonable force to effect an arrest, search, prevent escape, or overcome resistance. If it is not reasonably apparent to the person being arrested, or it is not reasonably impracticable to do so, officers should make clear their intent to arrest or search the person and identify themselves as peace officers before using force.

When determining whether to apply force and evaluating whether an officer has used reasonable force, officers will take the following

factors into consideration, as time and circumstances permit.

These factors include, but are not limited to:

1. Immediacy and severity of the threat to officers or others;
2. The conduct of the individual being confronted as reasonably perceived by the officer at the time;
3. The officer's personal circumstances (e.g., age, size, relative strength, prior training and skill level, injuries sustained, level of exhaustion or fatigue, the number of other officers available);
4. The effect of drugs or alcohol on the subject;
5. The subject's mental state or capacity;
6. Proximity of weapons or dangerous improvised devices;
7. The degree to which the subject has been effectively restrained and his or her ability to resist despite being restrained;
8. The availability of other options and their possible effectiveness;
9. Nature of the offense or reason for contact with the individual;
10. Likelihood of injury to officers, suspects, and others;
11. Whether the person appears to be resisting, attempting to evade arrest by flight, or is attacking the officer;
12. The risk and reasonably foreseeable consequences of escape;
13. The apparent need for immediate control of the subject or a prompt resolution of the situation;
14. Whether the conduct of the individual being confronted reasonably appears to pose an imminent threat to the officer or others or whether the risk of imminent threat has subsided;
15. Prior contacts with the subject or awareness of any propensity for violence; or
16. Any other exigent circumstances.

Use of deadly force is justified only in the following circumstances:

1. An officer may use deadly force to protect himself or herself or other persons from what the officer reasonably believes would be an imminent threat of death or serious bodily injury.

2. An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the person has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to any other person if the subject is not immediately apprehended.

By Drone

The College District will not use force by means of a drone.

Reporting and
Analysis

Officers are discouraged from discharging a firearm at a moving vehicle. An officer may discharge a firearm at a moving vehicle only when there is an imminent threat of death or serious bodily injury, and the officer reasonably believes that use of deadly force is necessary to defend the life of the officer or any other person. Any use of force by a College police officer will be documented promptly, completely, and accurately in an appropriate report, and a copy will be sent to the District President. To collect data for purposes of training, resource allocation, analysis, policy development, and related purposes, the Chief of Police or designee may require the completion of additional report forms, as specified in department procedure or law. The Chief of Police will objectively evaluate the use of force by the department's officers to ensure that their authority is used lawfully, appropriately, and consistently with training and policy.

Annual Report

Each year, the Chief of Police or designee will submit to the District President a written report summarizing and analyzing the use of force incidents in the preceding year that resulted in death, visible injury, or unconsciousness; that would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort; that used methods of restraint other than handcuffs or approved devices; that involved individuals who were struck or kicked; or that involved claims by individuals that the officer used excessive force or caused injury. The District President or designee will evaluate the need for additional training or policy modifications.

Training

In addition to initial and supplementary training on use of force, all College police officers will participate no less than annually in regular and periodic department training addressing this policy and protecting the public.

**Emergency Driving
in Pursuit and Non-
Pursuit Situations**

Vehicle pursuits expose innocent citizens, law enforcement officers, and fleeing violators to the risk of serious injury or death. The College District's police officers will make every reasonable effort to apprehend a fleeing suspect and to respond to emergency calls quickly and safely. The pursuit or call response should never be

carried to such an extent as to endanger the lives or property of innocent users of the street, the highway, the violator, or the officer.

Emergency, non-pursuit driving is the operation of an authorized emergency vehicle with emergency lights and sirens in operation by a police officer in response to a life-threatening or a violent crime in progress, using due regard for the safety of others.

Emergency driving in a pursuit situation is an active attempt by a police officer, operating an emergency vehicle and utilizing simultaneously all emergency equipment, to apprehend one or more occupants of another moving vehicle and the driver of the fleeing vehicle is aware of that attempt and is resisting apprehension. Officers' conduct during the course of a pursuit must be objectively reasonable; that is, what a reasonable officer would do under the circumstances.

Emergency Driving in General

The operation of a Collin College police vehicle, when utilized as an authorized emergency vehicle, is governed by the Texas Transportation Code Chapter 546. College police officers may operate College police vehicles as emergency vehicles in compliance with this policy in non-pursuit and pursuit emergency situations. When operating a department vehicle as an authorized emergency vehicle, the officer will immediately activate all emergency lights and sirens and will immediately notify the dispatcher. Officers will not operate a police vehicle in emergency status if it is occupied by any passenger other than another police officer.

Unmarked vehicles and police vehicles and College-owned vehicles without emergency lights and sirens will not be operated as emergency vehicles.

Non-Pursuit Situations

Emergency responses will be made only when the incident involves a life-threatening situation or a violent crime in progress. Emergency responses must be approved by a supervisor. When deciding to initiate or continue driving under emergency conditions, officers will consider such factors as traffic volume, time of day, weather conditions, and potential hazard or liability to themselves and the public. Officers will have sufficient information to justify the decision to drive under emergency situations. Officers responding to a call from another officer needing assistance will remember that one must arrive at the scene safely in order to be of assistance.

Pursuit Situations

Probable cause must exist for the belief that a felony offense has been committed and failure to apprehend a suspect immediately may result in loss of life or serious bodily injury to another. A crime against property, by itself, will not justify pursuit.

Pursuits will be utilized only in instances necessary to pursue suspected perpetrators of felony crimes, which occurred on property owned, operated, or controlled by the College District. No pursuit will be initiated or continued on or off property owned, operated, or controlled by the College District by any officer unless a supervisor approves such pursuit. The supervisor will control the pursuit and have the authority to terminate the pursuit at any time. Supervisors should be within radio contact at all times and continually assess the advisability of commencing and continuing the pursuit. The supervisor will determine whether a back-up police vehicle is necessary and appropriate. The supervisor will notify other jurisdictions if the pursuit is likely to enter or cross into another jurisdiction.

The pursuing officer will consider the following factors before initiating a pursuit:

1. Nature of the offense;
2. The importance of protecting the public and balancing the known or reasonably suspected offense and the apparent need for immediate capture against the risks to officers, innocent motorists, and others;
3. Performance capabilities of the pursuit vehicle;
4. Vehicle speeds, road, traffic, and pedestrian conditions that unreasonably increase the danger of the pursuit when weighed against the risks resulting from the suspect's escape;
5. Weather and environmental factors such as rain, fog, ice, snow, or darkness that could substantially increase the danger of pursuit;
6. Age of offender, whether the identity is known, and whether there is comparatively minimal risk in allowing the suspect to be apprehended at a later time;
7. Officer's familiarity of area and his or her ability to accurately describe location and direction of travel;
8. Safety of the public in the area of the pursuit, including the type of area, time of day, the amount of vehicular and pedestrian traffic (e.g., school zones) and the speed of the pursuit relative to these factors; and
9. Availability of other resources and back-up assistance.

When the suspect's identity has been established at a point where later apprehension can be accomplished, and there is no logical need for immediate apprehension, the pursuit will be terminated.

Officers should not continue an emergency response or pursuit when conditions escalate to a degree that places the safety of the officers or others in an unacceptable level of jeopardy. All officers involved in vehicular pursuits will be held accountable for the continuation of a pursuit when traffic hazards and other circumstances indicate, by danger level, that it should have been discontinued.

Officers will not use their vehicle as a ramming device, to box in or surround a suspect vehicle, to overtake or force a suspect vehicle off the roadway, or to create roadblocks.

**Pursuits Initiated by
Other Law
Enforcement
Agencies**

College police officers will discontinue the pursuit when another agency has assumed the pursuit, unless continued assistance of the Collin College Police Department is requested by the agency assuming the pursuit.

When a pursuit begins within another agency's jurisdiction and passes or ends within the College District's primary geographical jurisdiction, the originating agency will have arrest responsibility.

**Reporting and
Analysis**

After a pursuit, the pursuing officer and supervisor monitoring the pursuit will each prepare a written report detailing the factual circumstances surrounding the pursuit. The report will be evaluated by the Chief of Police or his or her designee to ensure compliance with this policy and other department procedures. Each year, the Chief of Police will submit to the District President or designee a report summarizing and analyzing the pursuits taken in the previous year. The District President or designee will evaluate the need for additional training or policy modifications.

Training

In addition to initial and supplementary training on pursuits, all police officers of the department will participate no less than annually in regular and periodic department training addressing this policy and the importance of vehicle safety and protecting the public.

Video Monitoring

Video equipment will be used on a College District police car for safety purposes whenever the flashing lights on a car are in use.

**Access to
Recordings**

Recordings will be considered law enforcement records, will remain in the custody of the Chief of Police, and will be maintained as required by the department regulations manual and in accordance with applicable law. An original complete copy of all dash cam and body camera recordings will be archived by the Information Technology Department in accordance with records retention guidelines. [See CR(LOCAL) for additional information]

Training

All College District officers will receive at least the minimum amount of education and training as required by law.

Peace Officer Mental Health Leave

For provisions regarding mental health leave for peace officers and telecommunicators and quarantine leave for peace officers, see DEC.

Racial Profiling

Officers will actively enforce state and federal laws in a responsible and professional manner, without regard to race, ethnicity, or national origin. Officers are prohibited from engaging in bias-based profiling when making traffic stops, field interview stops, or initiating asset seizure and forfeiture efforts. This policy is applicable to all persons, whether drivers, passengers, or pedestrians. Officers will conduct themselves in a dignified and respectful manner at all times when dealing with the public. Two of the fundamental rights guaranteed by the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by governmental agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures must be respected. Bias-based profiling is an unacceptable patrol tactic and will not be condoned.

The District President or designee will provide a complaint process so that students, employees, and other citizens may report violations of this policy. The District President or designee will provide public education regarding the complaint process in the form of bulletin board notices, website postings, student handbook notices, public presentations, and/or other forms of communication designed to promote public awareness.

The Chief of Police will disseminate written regulations to all members of the police department that strictly prohibit racial profiling; define acts constituting racial profiling; describe the complaint process by which an individual may file a complaint if the individual believes that he or she has been subjected to racial profiling; and require appropriate corrective action to be taken against a peace officer who, after an investigation, is shown to have engaged in racial profiling in violation of this policy. The written regulations will comply with state law requirements regarding the collection of data regarding arrests and the annual reporting to TCOLE and the Board regarding the data.

The Chief of Police or designee will provide periodic training regarding this policy and the department's procedures regarding racial profiling.

Complaints

Complaints against police officers must be in writing and signed by the person making the complaint. A copy of the complaint will be given to the officer within a reasonable time after it is filed [see Complaint Against Peace Officer at CHA(LEGAL)], and no disciplinary action will be taken against the officer as a result of the complaint unless a copy is given to the officer and the matter has been

investigated. A signed letter from a supervisor or other employee with knowledge of the facts may fulfill the requirements of a complaint.

Complaints involving allegations of misuse of force, brutality, felony misconduct, misdemeanors involving moral turpitude, corruption, or police conduct involving serious injury or death will be investigated by an impartial supervisor who did not have involvement in the underlying matter. However, the District President or designee, in his or her sole discretion, may appoint an investigator outside the department when circumstances warrant such action.

Grievances and concerns by police department employees concerning wages, promotions, hours of work, working conditions, workplace conflict, discrimination, performance evaluations, assignments, reprimands, or disciplinary action will be processed in accordance with the Board's personnel policies located in DAA of the Board's policy manual.

Appeals regarding this complaint process will be filed in accordance with DGBA, FLD, or GB, as appropriate.

Complaints against the Chief of Police will be submitted to the District President or designee who will appoint an appropriate investigator.

**Assistance in
College Hearings**

As employees of the College, the College's police officers have a duty to assist the College administration in College disciplinary hearings or other College hearings when the officer has information pertinent to the hearing, regardless of whether the hearing involves criminal or noncriminal charges and regardless of whether criminal charges are pending. Officers may be called to provide expertise, information, records, or testimony that may be pertinent to the matter pending. In extenuating circumstances, the District President or his or her designee may excuse an officer's participation.

**School Marshal
Program**

Purpose and
Responsibilities

The sole purpose of a school marshal is to prevent the act of murder or serious bodily injury on the College's premises, acting only within the authority granted in this policy and applicable law.

A school marshal may only act as necessary to prevent or abate the commission of an offense that threatens serious bodily injury or death of students, faculty, staff, or visitors on school premises.

A school marshal may not issue a traffic citation.

Appointment

An individual who is employed by the College District and is interested in serving as a school marshal will express such interest by completing a designated application form available in the District President's Office.

In addition to holding a current and valid License to Carry (LTC), to be eligible for appointment as a school marshal at the College, an applicant must:

1. Successfully complete all prerequisite commission training;
2. Pass the state licensing exam;
3. Be currently employed by the College District;
4. Be appointed by the Board; and
5. Meet all statutory requirements and TCOLE requirements, including psychological fitness established through a psychological examination.

To be eligible for an appointment, an employee must also meet all additional requirements as outlined in Occupations Code 1701.260 and 37 Administrative Code 227.3.

The College District is not obligated to appoint any individual as a school marshal, and the selection or removal of a school marshal will be at the sole discretion of the College District, subject to applicable laws. An applicant who is appointed as a school marshal must continue to meet all relevant statutory, commission, and College District requirements at all times.

Once appointed, a school marshal will:

1. Immediately report to the TCOLE and the College through the Chief of Police, any circumstance which would render him or her unqualified and unauthorized to act as a school marshal by virtue of his or her employment with the College, failure to meet the standards of the commission, another state agency, or under law;
2. Immediately report to the TCOLE any violation of applicable commission standards, including any discharge of a firearm carried under the authorization of this chapter outside of the training environment on College premises; and
3. Comply with all requirements under law, including Texas Higher Education Code Section 51.220.

Possession and
Use of Handgun

Individuals appointed as school marshals are authorized to carry or possess a handgun on the physical premises of the College and access such handgun only under circumstances that would justify the use of deadly force under Section 9.32 or 9.33, Penal Code and subject to the requirements found in "Use of Force" outlined herein and in the police department operating procedures, insofar

as the Use of Force guidelines and police department procedures are more restrictive.

Individuals appointed as school marshals may only possess or carry the handgun in a concealed manner; however, if the primary duty of the school marshal involves regular, direct contact with students, the marshal may not carry a concealed handgun but may possess a handgun on the physical premises of a public junior college campus in a locked and secured safe within the marshal's immediate reach or on their person when conducting the marshal's primary duty.

School marshals will be designated as school marshals only for specific campuses, and such designation will be made by the Board in closed Executive Session.

Training

Training is required on an annual basis that meets or exceeds the state's training requirements for school marshals. Training will be facilitated and monitored through the College's police department, as authorized by the Chief of Police.

Equipment

Appointed school marshals will carry their personal firearms and are responsible for maintaining them appropriately. Firearms and ammunition of school marshals must be approved by the Chief of Police or designee and are subject to periodic inspection by the Chief of Police or designee for safety purposes. The only ammunition a marshal may carry and use is frangible duty ammunition approved by the TCOLE.

Renewal of
Appointment

An individual serving as an appointed school marshal is reviewed and considered for reappointment annually by the Chief of Police. Individuals recommended for appointment and renewal are then considered by the Board in closed Executive Session.

Appointments may be withdrawn at any time for any reason or no reason by action of the Board in its sole discretion taken in executive session, without the right to appeal.

If a school marshal's status becomes inactive for a reason spelled out in Texas Higher Education Code Section 51.220(g) or other law, that school marshal will cease being a marshal for the College and will notify the Chief of Police immediately of the change in status.

Confidentiality

Except as provided in Section 1701.260(j) of the Texas Occupations Code, the identity of a school marshal is confidential. The identity of a school marshal will not be disclosed by the College District in response to a request under the Texas Public Information Act.

However, if the College District receives an inquiry in writing from a parent or guardian of a student enrolled at the College District, the Board will provide the parent or guardian written notice indicating whether any employee of the public junior college is currently appointed as a school marshal. Such notice will not disclose any information confidential under this section, including the identity of any particular school marshal.

Research Requests

From time to time the College District receives requests for authorization to conduct research that is expected to involve human subjects and to utilize limited College District facilities, personnel, students, data, and/or other resources. This policy will govern the approval of the College District with respect to all research requests, including those that may require the use of college resources, to ensure that college resources are expended for the benefit of the college and the general public.

All research involving human subjects to be conducted at the College District must be reviewed and approved through the procedures of the Institutional Review Board (IRB) to protect the rights and safety of persons participating in research in accordance with Board policy. Any approval granted by the College District to support a research request with college resources is made conditionally upon approval by the IRB. Priority for the use of Collin College resources will generally be given to requests originating from students, faculty members, or staff members of Collin College.

This policy will apply to any request to conduct research at or through any campus, center, or facility of the College District that involves:

1. Student participation;
2. Faculty/Staff participation;
3. Use of College District facilities; or
4. The compiling or processing of data from College District sources or utilizing College District services.

Purpose of the Research Request Review Committee

The District President or designee will implement a Research Request Review Committee. The Research Request Review Committee is charged with evaluating research proposals according to the approval criteria defined in this policy with particular attention being paid to the impact such proposals may have upon the operations of the College District and to the potential benefit that may accrue to the College District by allocating College District resources to support the proposal.

Composition of the Research Proposal Review Committee

The composition of the Research Request Review Committee shall include two representatives from the Institutional Research Office, two administrators from Student and Enrollment Services, two faculty members, and one academic administrator.

Approval Criteria

Criteria used to make a determination of whether the College District will support a request will include, among other things:

1. The feasibility of the research in terms of the availability of data and other resources;
2. The appropriateness of the research;
3. Potential disruption to College District and/or college activities; and
4. The extent to which the College District will benefit from the research.

Notification Procedures

Notification of approval or disapproval of college support for a research request will be made to the individual proposing the project by the Vice President of Academic Affairs. Proposals approved for College District support will be directed to the IRB for its consideration along with written notification indicating that the proposal is approved to be supported with college resources.

Role of the Institutional Review Board (IRB)

Safeguarding the rights and welfare of human subjects in such research, development, and related activities is of prime concern to the College District and, therefore, it is the policy of this institution to review these research studies through the IRB. The purpose of the IRB is to minimize the risks of injury to human subjects and to ensure maximum protection for their rights and welfare. Operating guidelines of the IRB shall be consistent with the 2018 Requirements of the Revised Common Rule (Part 46 of Title 45 of the Code of Federal Regulations).

Research Security

The College District will promote the security of the College District's academic research so as to achieve the highest level of compliance with applicable ethical, legal, regulatory, contractual, and College District standards and requirements for securing and protecting the College District's research portfolios.

Research Security Officer

The College District's Vice President of Academic Affairs will serve as the research security officer (RSO) and will be responsible for administering the College District's research security program consistent with law, this policy, and associated administrative procedures. The RSO will maintain classified information, maintain controlled unclassified information, conduct foreign influence reporting, maintain the export control program, and coordinate the National Security Presidential Memorandum 33 (NSPM-33) requirements. The RSO will also be the point of contact for communication with federal and state agencies on research security matters.

The RSO will attend the annual academic security and counter exploitation program seminar offered by Texas A&M University.

Research Security Program

The RSO will develop, administer, and annually review and approve a research security program designed in accordance with

law and applicable standards to address the security of College District research against unauthorized disclosure or foreign interference. The program will include procedures for risk assessment and mitigation, research security awareness education for employees when hired and periodically thereafter, and advising College District employees and officials on research security practices.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CREDENTIALS AND RECORDS

DBA
(LOCAL)

**Social Security
Number**

The College District will not use an employee's social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the College District will keep an employee's social security number confidential.

**Custodian of
Personnel Records**

The College District designates the chief human resources officer as the custodian of personnel records to serve as the agent of the District President and maintain all records relating to all present and past employees of the College District.

**Law Enforcement
Personnel Files**

The District President or designee of the College District police department will develop regulations, in accordance with law, for the compilation and retention of, and access to, personnel files maintained with respect to peace officers and telecommunicators.

**Employee
Credentials**

Degrees, credit hours, and certificates will be evaluated and recognized by using the following criteria:

1. The degree and/or credit hours are from a college/university accredited (or in pre-accreditation status) by a nationally recognized accrediting agency or an accrediting agency recognized by the Coordinating Board. Accredited institutions and nationally recognized accrediting agencies will be determined by using the following:
 - a. Accredited Institutions of Higher Education.
 - b. U.S. Department of Education.
 - c. Coordinating Board.
 - d. Council for Higher Education Accreditation.
 - e. Other agencies or publications that will establish national recognition or accreditation.
2. If the degree/certificate is from a college, university, school, institution, or association outside the United States, it must be verified through a nationally recognized independent foreign transcript evaluation service or by a university in the United States qualified to conduct such evaluations.

**Examinations During
Employment**

The District President or designee may require an employee to undergo a medical examination if information received from the employee, the employee's supervisor, or other sources indicates the employee has a physical or mental impairment that:

1. Interferes with the employee's ability to perform essential job functions; or
2. Poses a direct threat to the health or safety of the employee or others. A communicable or other infectious disease may constitute a direct threat.

The College District may designate the physician to perform the examination. If the College District designates the physician, the College District ~~shall~~will pay the cost of the examination. The College District may place the employee on paid administrative leave while awaiting results of the examination and evaluating the results.

The physician ~~shall~~will provide information that states whether the employee can perform the essential functions of the position with or without accommodations. The employee ~~shall~~will be returned to his or her job position if it is determined that the employee is able to perform the essential functions of the job, with or without reasonable accommodations, and if the employee poses no direct threat to the workplace.

If the impairment does interfere with the employee's ability to perform essential job functions or poses a direct threat, the chief human resources officer ~~shall~~will review the employee's information and submit a recommendation to the District President or designee regarding whether the employee has a disability, and, if so, whether the disability requires reasonable accommodation, including the use of available leave. The granting of additional unpaid leave may be a reasonable accommodation in some circumstances. If the employee does not have a disability, the chief human resources officer or designee ~~shall~~will evaluate the employee's eligibility for leave. [See DEC(LOCAL)]

[See DAA for information on disabilities and reasonable accommodation]

**Exclusion from
Work**

An employee may be excluded from work if the District President or designee, in accordance with this policy, determines that the employee poses a direct threat to health or safety within the College District or to his or her own health by remaining on the job, or the employee's physical or mental condition interferes with the performance of job-related functions without posing a direct threat to self or others.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(LOCAL)

	<p>The employee may present evidence to the human resources of- fice regarding any information relevant to the employee's fitness to continue the performance of regular duties.</p>
Leave of Absence	<p>Employees who are excluded from work may use any accrued paid leave to which they are entitled or may request temporary disability leave, as appropriate. [See DEC]</p>
Termination of Employment	<p>In accordance with appropriate policies and guidelines, employees who are excluded from the workplace in accordance with this pol- icy may have their employment terminated when all earned but un- used leave to which they are entitled has been exhausted.</p>
Communicable Diseases	<p>Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection) and AIDS, leprosy, and tuberculosis. Employees with communica- ble diseases, whether acute or chronic, shall<u>will</u> be subject to the following provisions.</p>
Confirmation	<p>The information that an employee has a communicable disease shall<u>will</u> be confirmed by one of the following methods:</p> <ol style="list-style-type: none">1. The employee brings the information to the College District's attention.2. The employee confirms the information when asked. <p>The employee may be asked to submit to a medical examina- tion to determine whether his or her physical condition inter- feres with the performance of job-related functions or poses a direct threat to the health or safety of the employee or others if the District President or designee has reason to believe that the employee has a communicable disease and is unable to perform the job or poses a threat to self or others.</p> <p>The results of such an examination shall<u>will</u> be kept confiden- tial except that the District President or designee shall<u>will</u> be informed of restrictions in duties and necessary accommoda- tions. First aid and safety personnel may also be informed to the extent appropriate.</p>
Medical Factors	<p>The District President or designee shall<u>will</u> obtain medical advice from local health authorities or private physicians on:</p> <ol style="list-style-type: none">1. The nature of the risk, i.e., how the disease is transmitted;2. The duration of the risk, i.e., how long the employee will be in- fectious;

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3. The severity of the risk, i.e., what is the potential harm to third parties;
4. The probabilities that the disease will be transmitted and will cause varying degrees of harm; and
5. Whether the employee's condition interferes with the performance of regular duties. This determination ~~shall~~will be made by a physician who has performed a medical examination of the employee.

Medical and Psychological Examination of a Peace Officer, Telecommunicator, or School Marshal

The District President or designee of the College District police department will develop regulations, in accordance with law, addressing the fitness-for-duty examination of a peace officer, telecommunicator, or school marshal who is licensed, or a person for whom the College District police department seeks a license, under Occupations Code Chapter 1701. The regulations must address:

1. The criteria for requiring an examination;
2. The provision of notice to the license holder or applicant that includes the reasons for the examination;
3. The examination procedures;
4. The determination of the license holder's or applicant's duty status during and following the examination;
5. Appeals of the application or interpretation of the regulations; and
6. The submission of a report to the Texas Commission on Law Enforcement (TCOLE):
 - a. If the license holder or applicant refuses to submit to the examination; or
 - a.b. Absent the successful completion of a treatment program, if the license holder or applicant fails the examination.

Nepotism Prohibited

The College District will not employ any person who is related by blood (within the third degree), or by marriage (within the second degree), to a member of the Board or to any officer of the College District. The College District will also not employ any individual who lives in the same household as a Board member or as an officer of the College District.

[For an explanation of prohibited degrees, see the graphic illustration in DBE(EXHIBIT)].

A member of the Board or officer of the College District will not use his or her position to influence another College District employee to hire a member of his or her family in violation of this policy.

Independent Contractor

This nepotism policy also governs the hiring by the College District of an individual as an independent contractor.

Exceptions and Restriction on Promotion

This nepotism policy does not apply to an employee who has been continuously employed by the College District for a period of at least six (6) months prior to the election of the member of the Board, or for a period of at least 30 days before the appointment of ~~the~~ the member of the Board or an officer of the College District.

An employee who falls within the exception listed in this policy, may remain employed.

If the employee does not fall within this exception or has not been continuously employed by the College District for the required time periods listed above, then the employee will be terminated from the individual's position and the College District's employment.

Job Applicants

In all cases involving employment, fair and equitable hiring practices will be observed. Persons responsible for employment decisions in the College District will avoid any act or practice that might be interpreted as preferential consideration shown a family member of the Board member or an officer of the College District.

Financial Interests

In compliance with the College District's accreditation standards, the Chair of the Board and a majority of other voting members of the Board must be free from any contractual, employment, personal, or familial financial interest in the College District and will comply with the requirements for disclosing conflicts of interest or for abstention, as set forth in BBFA(LEGAL).

Effect of Board Member Resignation

All public officers will continue to perform the duties of their offices until their successors are duly qualified, i.e., sworn in. Until the vacancy created by a Board member's resignation is filled by a successor, the Board member continues to serve and have the duties and powers of office, and a relative within a prohibited degree of

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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relationship is barred from employment by the College District during that time period.

Source of Funds

The rules against nepotism apply to employees paid with public funds, regardless of the source of those funds.

Penalties

An individual who violates this policy in violation of Government Code Chapter 573, Subchapter C or Government Code 573.062 (the nepotism prohibitions) will be removed from the individual's position.

An individual commits an offense involving official misconduct if the individual violates (1) Government Code Chapter 573, Subchapter C, or (2) Government Code Section 573.062(b), or (3) Government Code Section 573.083.

The College District will adhere to established principles and guidelines in the selection of employees. All hiring and employment practices will be in accordance with the College District's affirmative employment plan and focused on the employment of outstanding applicants with the requisite knowledge, skills, and abilities to meet the demands of the position and to help the College District achieve its strategic goals. The College District human resources office is responsible for establishing employment procedures and for ensuring that the guidelines and procedures are followed through monitoring and providing staff support throughout the process. The Board may establish special procedures and criteria for hiring the District President.

New, including rehired, full-time employees will be placed on probationary employment status for a period of 90 days following the date of full-time employment. Employees in a new employee probationary status may be dismissed at any time during the probationary period for any reason and without the right to appeal.

The following general guidelines apply to the selection of College District employees:

1. All Board-approved and budgeted full-time positions opened externally will be advertised for a minimum of ten working days. Positions opened only on an internal basis will be advertised for a minimum of five working days. (Subject to the exception noted in item 7, below.) For the purpose of applying for positions, any employee on the College District's payroll on the date a position is posted is considered an internal applicant.
2. All applicants for employment will complete the application furnished by the College District. It is the responsibility of the applicant to furnish accurate information and credentials. Any falsification of either information or credentials is cause for dismissal or denial to employ at any time.
3. Individuals who are retired from the Teachers' Retirement System of Texas (TRS) after September 1, 2005, are generally not eligible to be employed by the College District in a TRS-eligible position due to the pension surcharge. [See TAC Title 34.3.31.D, Rule 31.41]
4. Search committees will be used for regular, full-time faculty positions. Search committees may be used for full-time administrative positions but will not generally be used for other types of positions. Search committees will review and follow the procedures outlined in the College District's search committee guidelines.

5. Regardless of the method used in the selection of personnel, it is the primary responsibility of the hiring supervisor, with review and oversight by all College District leaders in the approval path, to ensure a fair and impartial evaluation of all applicants for the position.
6. Employment for full-time positions is valid only upon completion of all personnel papers, submission of all required documentation of credentials/qualifications, and approval of the appropriate Leadership Team member, a cabinet member, and the District President.
7. An individual offered employment in a Board-approved and budgeted full-time position may begin employment upon approval by the District President. Information of new full-time employees, employee promotions, changes, retirements, and separations will be provided in a personnel report that is included as an information item in Board meeting agendas. Board members may also access specific information of employees through an employee dashboard provided as part of the administrative systems of the College District.
8. The District President may, based upon need, employ personnel on a full-time temporary basis without advertising for the position.
9. In no event will an employee be assigned to a position for which the employee is not qualified as determined by the College District, using the job description for a particular position.
10. The College District human resources office, in conjunction with appropriate administrators, will maintain records of positions that are security sensitive.
11. The advertisement, application, and search committee provisions of this policy are not applicable when a position is filled by a lateral transfer, which is a reassignment of an employee between positions on the same salary schedule level, or by a transfer to a position at a lower level on the salary schedule.

Criminal History Checks

The criminal history record of applicants selected to fill designated security-sensitive positions within the College District will be checked through the Crime Records Division of the Texas Department of Public Safety and through other designated resources, when appropriate.

Security-sensitive positions are identified in the job postings and in the College District's position description.

Section 51.215 of the Texas Education Code entitles an institution of higher education to obtain criminal history record information for positions identified by the institution as security sensitive, i.e., those responsible for handling currency or those having access to the College District's computer network, drugs/chemicals, or a master key.

The chief human resources officer, director of human resources/employment and professional development, and designated human resources personnel are the College District's authorized agents to obtain the criminal history information. All information obtained is considered privileged and confidential and may not be released or disclosed to any person or agency except by court order.

Unauthorized release of conviction information constitutes official misconduct, is a violation of Texas law, and subjects the individual to Texas Public Information Act penalties.

The College District may deny employment to an applicant for a security-sensitive position who fails to provide a complete set of fingerprints upon request. Further, the College District may deny employment to an applicant for a security-sensitive position who fails to submit to, or authorize, a criminal background check. Should the criminal background check on an applicant for employment reveal a criminal history, the following will be considered before extending an offer of employment:

- Nature of the crime;
- When the crime was committed; and
- The relevance of the crime to the position being sought by the applicant.

**Employment of
Certain Law
Enforcement
Personnel**

The District President or designee and the College District police department will develop regulations, in accordance with law, for the employment of peace officers and telecommunicators. The regulations will address:

1. The investigation of the applicant's background;
2. Medical and psychological examination and drug screening of the applicant;
3. The applicant's qualification to carry a firearm, if applicable;
4. A provisional hiring period applicable upon employment;
and

5. The submission of any required forms to the Texas Commission on Law Enforcement (TCOLE).

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Violations

Employees will comply with the Code of Ethics set out in DH(EX-HIBIT), the standards of conduct set out in this policy, and with any other policies, regulations, and guidelines that impose duties or requirements attendant to their status as College District employees. Violation of any policies, core values, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCC, DIAA, and DM series]

**Misconduct by
Certain Law
Enforcement
Personnel**

The District President or designee of the College District police department will develop regulations, in accordance with law, addressing the investigation of allegations of misconduct by peace officers and telecommunicators.

Record Retention

An employee will comply with the College District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CIA and GCB]

Safety Requirements

All employees will adhere to College District safety procedures and guidelines and will report unsafe conditions or practices to the appropriate supervisor.

**Alcohol and
Drugs**

A copy of this policy, the purpose of which is to eliminate drug abuse from the workplace, will be provided to all new employees and will be available on the College District human resources' website.

Employees will be prohibited from using, possessing, controlling, manufacturing, transmitting, distributing, dispensing, selling, or being under the influence of any of the following substances while conducting College District business or while on College District property, in College District vehicles, or at College District-related activities, whether during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any performance-enhancing substance, including steroids.
5. Any designer drug.
6. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.

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The transmittal, sale, or attempted sale of what is represented to be any of the above-listed substances will also be prohibited under this policy.

An employee need not be legally intoxicated to be considered “under the influence” of alcohol or a controlled substance.

Exceptions

It will not be considered a violation of this policy if the employee:

1. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use;
2. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee’s child or other individual for whom the employee is a legal guardian;
3. Cultivates, possesses, transports, or sells hemp as authorized by law; or
4. Lawfully possesses, sells, or distributes Dextromethorphan.

The District President is authorized by the Board to permit the serving and consumption of alcohol at special fundraising functions for the College District, at specially designated events in College District facilities, and as a part of specifically defined and approved academic curricular programs/classes (e.g., culinary arts).

State law will be strictly enforced at all times on all property controlled by the College District in regard to the possession and consumption of alcoholic beverages.

Paraphernalia

The use, possession, control, manufacture, transmission, distribution, dispensation, or sale of paraphernalia related to any prohibited substance is prohibited.

Notice

In addition to a copy of this policy, each employee will be given a copy of the College District’s statement regarding a drug-free workplace and drug-free schools and a description of the health risks associated with the use of illicit drugs and the abuse of alcohol.

Reporting Violations of the Law

Each employee will report violations of law to his or her supervisor, a human resources representative, the appropriate vice president or provost, or the District President as soon as he or she may become aware of the same. Failure to make such a report and/or failure to report as required by Board policies may compromise the integrity of the College District depending upon the severity of any concealment and may subject the employee to disciplinary action, including termination of employment with the College District.

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In instances in which an employee asserts that he or she is being suspended, terminated, or discriminated against on account of the good faith reporting of a violation of law, the employee has all rights and protections afforded by law and in particular under Government Code 554.001, et seq., whereby such action is a form of unlawful retaliation. Employees claiming retaliation under this section will exhaust all administrative remedies to correct an alleged injustice, including filing a resolution of employee concern form [see DGBA(LOCAL)] and following the appropriate procedures thereafter.

Weapons on Campus

The College District prohibits the use, possession, or display of any illegal knife, club, or prohibited weapon, in violation of the law or College District policies and procedures, on College District property or at a College District-sponsored or -related activity, unless written authorization is granted in advance by the District President or designee. [See CHF]

Arrests, Indictments, Convictions, and Other Adjudications

An employee (or designee, if the employee is incarcerated) will notify his or her immediate supervisor through a written letter via certified (verifiable) email or certified mail and sent/postmarked within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony or any offense involving moral turpitude.

Moral Turpitude

Moral turpitude includes but is not limited to:

1. Dishonesty, fraud, deceit, theft, or misrepresentation;
2. Deliberate violence;
3. Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
4. Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
5. Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if any two or more acts are committed within any 12-month period; or
6. Acts constituting abuse under the Texas Family Code.

Smoke and Tobacco Free Workplace

The College District prohibits smoking and the use of tobacco products or other electronic smoking devices on all College District property. Violators of this policy may be subject to disciplinary action, including, but not limited to, termination of employment. [See FLBD]

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An employee will not give or sell tobacco products or e-cigarettes to a person in violation of law.

Employees seeking assistance or related educational materials should contact the human resources office.

Use of College District Equipment at an Off-Campus Location

College District employees may use College District equipment for College District-related purposes at off-campus locations, including a personal residence, by completing an equipment check-out form and by following the related procedures. Failure to comply with the published guidelines may result in disciplinary action. An employee will not use College District facilities, secretarial assistance, office supplies and equipment, or other College District resources for personal gain or benefit; such use of College District resources for personal gain or benefit is a violation of College District policy and state law.

Fraternization / Consensual Relationships

Employees with direct teaching, supervisory, advisory, or evaluative responsibility over other employees, students, or student employees are expected to recognize and respect the ethical and professional boundaries that must exist in such situations. Employees must also avoid putting themselves in a compromising position, such as meeting alone with a student in a private residence or non-public place.

While personal relationships between consenting adults are a personal matter, they can create potential conflicts in the workplace and in the educational setting. Such relationships also have the potential for exploitation of an employee, student, or student employee and can possibly create professional or academic disadvantages for third parties.

Definitions

Consensual Relationship – a mutually acceptable, dating, romantic, or sexual relationship.

Consensual Relationship in the Workplace – a mutually acceptable, dating, romantic, or sexual relationship between a College District employee (including a student employee) with teaching, supervising, advising, evaluating, or grading authority, and an employee, student, or student employee who is, directly or indirectly, taught, supervised, advised, evaluated, or graded by that College District employee.

Conflict of Interest – Even when there is no actual conflict of interest, a potential conflict of interest or an appearance of impropriety may arise when individuals with the authority and the responsibility to evaluate the work or performance of an employee, student, or student employee initiate, acquiesce to, or engage in an intimate,

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	<p>dating, romantic, or sexual relationship with that employee, student, or student employee.</p>
Prohibited Conduct	<p>Employees are prohibited from having a consensual relationship in the workplace that is not reported in accordance with this policy.</p> <p>This policy applies to all College District faculty, staff, and students. As used in this document, the terms “faculty, staff, and students” include individuals serving as interns or as volunteers, such as volunteer coaches.</p>
Reporting Responsibility	<p>When a consensual relationship in the workplace exists, the individual in the position of authority must immediately (and no later than within five days of commencing such a relationship) notify his or her immediate supervisor of the relationship. Failure of the individual in the position of authority to report the consensual relationship in the workplace immediately may result in disciplinary action up to and including termination.</p> <p>If a conflict of interest or the appearance of a conflict of interest exists as a result of the consensual relationship in the workplace, the individual reporting the relationship will cooperate with his or her supervisor in making all the necessary arrangements to resolve the conflict of interest. If the conflict of interest cannot be resolved by the supervisor, the supervisor will refer the issue to the Human Resources Department for further resolution, including the removal of the reporting relationship, the reassignment of the reporting employee, other resolution of the conflict of interest, and/or termination of employment. If a consensual relationship in the workplace does not result in a conflict of interest or the conflict of interest is resolved, the relationship will be allowed by the supervisor.</p> <p>If an allowed consensual relationship in the workplace ends and as a result has a negative impact on either employee’s work, it is the employees’ responsibility to inform their supervisor(s) and to take appropriate steps to mitigate any conflicts at work. If employees are unable to resolve conflicts at work, the employees will be asked to mutually agree which employee will be reassigned or resign from the College District’s employment. If employees are unable to agree on that decision, the College District may elect to terminate the employment of one or both employees at the same time.</p>
Immediate Supervisor Responsibility	<p>A supervisor who is notified, or becomes aware, of a consensual relationship in the workplace will inform Human Resources. Human Resources will take steps to confirm that the consensual relationship in the workplace exists by meeting with the parties involved and advising that this type of relationship must conform to the guidelines of this policy. Human Resources will work with all parties</p>

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to alter the conditions that create an actual or potential conflict of interest or the appearance of impropriety caused by the relationship. In most instances, providing alternative arrangements for either party will alter the conditions. In providing alternative arrangements, the College District must ensure no harm comes to the person in the relationship who holds less power or authority. These alternative arrangements must be documented, kept in the employee's personnel file, and reported to the vice president in the reporting line of the employee in the position of authority in the relationship.

Procedures for
Failure to
Cooperate

Employees in positions of authority in consensual relationships in the workplace must fully cooperate in efforts to eliminate any conflict of interest or appearance of impropriety and are subject to disciplinary action up to and including termination for failure to do so. The College District will presume that the relationship was not consensual if the subordinate party complains of sexual harassment related to an undisclosed consensual relationships in the workplace. Allegations of sexual misconduct will be investigated in accordance with College District policy and procedures.

Procedure for
Grievances of
Disciplinary Actions

An individual who is disciplined under this policy may grieve or appeal through DGBA.

Note: This policy addresses complaints of sex and gender discrimination, sexual or gender-based harassment, sexual violence, dating violence, domestic violence, stalking, and retaliation made by employees. For legally referenced material relating to this subject matter, see DAA(LEGAL). For sex discrimination, sexual harassment, sexual violence, dating violence, domestic violence, and retaliation targeting students, see FFDA. For other employee complaints not covered by Title VII or Title IX laws, see DIAB.

Definitions

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

Statement of Nondiscrimination

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

Discrimination

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

Sexual Harassment

For purposes of this policy, 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;
2. It is based on unwelcome conduct that a reasonable person would determine is so severe, persistent, 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; or
3. Any instance of sexual assault, as defined in the Jeanne Clery Disclosure of Campus Security Policy Campus Crime Statistics Act (Clery Act), and dating violence, domestic violence, or stalking, as defined in the Violence Against Women Act (VAWA).

Note: Quid pro quo harassment, Clery Act, and VAWA offenses are not evaluated for severity, pervasiveness, offensiveness, or denial of equal educational access because such misconduct is considered sufficiently serious to deprive a student of equal access.

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. For purposes of this policy, consent is defined as an informed, voluntary, affirmative, and mutual agreement between the participants to engage in a specific sexual act. Consent is further defined by the consent guidelines in FFDA(LOCAL).

Examples Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; offensive or derogatory language of a sexual nature directed at another person; and other sexually motivated conduct, communication, or contact. Examples may also include forms of dating violence, domestic violence, or stalking. Specific examples may be found in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

Dating Violence, Domestic Violence, and Stalking For purposes of this policy, the terms "dating violence," "domestic violence," and "stalking" are incorporated into this policy as defined in FFDA(LOCAL).

Prohibited Conduct In this policy, the term "prohibited conduct" includes dating violence, domestic violence, sexual violence, stalking, sex discrimination, sexual or gender-based 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 or electronically through the College District's online complaint form located on its website.

An employee who experiences prohibited conduct has the right to report the incident to the College District and to receive a prompt and equitable resolution of the report.

For the purposes of this policy, “College District officials” are the Title IX coordinators listed below and the District President.

**College District’s
Mandatory Response
Obligations**

The College District will respond promptly to sexual harassment, as defined in this policy, in a manner that is not deliberately indifferent, which means a response that is not clearly unreasonable in light of known circumstances, or as otherwise required by applicable Title IX regulations. The College District’s response obligations are listed in FFDA(LOCAL).

**Definition of College
District Officials**

Reports of discrimination based on sex, including sexual harassment as defined in this policy, may be directed to the Title IX coordinators. The College District designates the following persons to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Title IX Coordinator

Title IX Coordinator: ~~Floyd Nickerson, Chief Employee Success Officer~~
~~Dr. Jennifer DuPlessis, Chief Human Resources Officer~~/Title IX Coordinator for Employees

Address: 3452 Spur 399, McKinney, TX 75069

Telephone: (972) ~~599-3159~~985-3702

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

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

Deputy Title IX
Coordinator for
Human Resources

Name: Tonya Jacobson

Position: Manager HR/Employee Relations

Address: 3452 Spur 399, McKinney, TX 75069

Telephone: (972) 758-3856

Email [Deputy Title IX Coordinator for Human Resources](#)³

**Alternative
Reporting
Procedures**

An employee will not be required to report prohibited conduct to the person alleged to have committed the prohibited conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinators, may be directed to the District President or designee.

A report under this policy against the District President may be made directly to the Board. If a report is made directly to the Board, the Board will appoint an appropriate person to conduct an investigation.

Timely Reporting

Employee reports of prohibited conduct will be made immediately 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.

**Consolidate Reports
and Other
Requirements**

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

The College District will also provide other measures required by Title IX and applicable law, including, but not limited to, assistance by advisors, supportive measures, and notices to parties. Such requirements are described in detail in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

Notice of Report

Any College District supervisor who receives a report of prohibited conduct will 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 will not require, a written report or formal complaint as defined in FFDA(LOCAL). If a report is made orally, the College District official receiving the report will reduce the report to written form.

Upon receipt or notice of a report, the College District official will determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official will 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 will refer the complaint for consideration under the appropriate policy. The College District official will also consider requests not to investigate made by a complainant and an informal resolution process as detailed in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

If appropriate, the College District will 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 will be involved in or informed of the investigation.

The investigation of prohibited conduct under this policy will be conducted in accordance with the investigation procedures and guidelines contained in FFDA(LOCAL). The College District may

dismiss complaints, as mandated or on a discretionary basis, under the procedures and guidelines listed in FFDA(LOCAL). Investigation and resolution procedures and guidelines are detailed in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

Concluding the Investigation and Hearing

Absent extenuating circumstances, the investigation and live hearing should be completed within 60 College District business days from the date of the report; however, the investigator will take additional time if necessary to complete a thorough investigation.

The investigator will prepare a written report of the investigation. The written report will be prepared in accordance with the reporting procedures and guidelines contained in FFDA(LOCAL).

Hearings

Consistent with applicable Title IX regulations, the College District will provide for a live hearing of complaints arising under this policy. The live hearing will be conducted in accordance with the procedures and guidelines contained in FFDA(LOCAL) and detailed in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

College District Action

If the results of an investigation and live hearing indicate that prohibited conduct occurred using a preponderance of the evidence standard (i.e., more likely than not to have occurred), the College District will 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 and live hearing, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Examples of disciplinary or corrective action:

Disciplinary or Corrective Action

1. Implementing the disciplinary measures described in DH and DM Board policies for employees, including but not limited to, coaching and counseling, written disciplinary action, unpaid administrative leave, and/or recommendation for termination;
2. Providing a training program for those involved in the complaint;
3. Permitting the victim or student engaged in the prohibited conduct to drop a course in which they both are enrolled without penalty;
4. Taking other actions allowed by Board policy.

Exception

The College District will 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 will be involved in an appropriate manner.

Improper Conduct

If the Title IX decision-maker designated by the executive vice president 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.

Confidentiality

To the greatest extent possible, the College District will 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. Applicable federal Title IX regulations protect the privacy of a party's medical, psychological, and similar treatment records by stating that the College District cannot access or use such records unless the College District obtains the party's voluntary, written consent to do so.

Retaliation

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

False Claims

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. Charging an individual with a violation(s) for making a false claim, materially false statement, or refusing to cooperate during the course of an investigation regarding discrimination or harassment does not constitute retaliation. However, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a false claim or a materially false statement.

Appeal

A party who is dissatisfied with the outcome of the investigation may appeal on the grounds listed in FFDA(LOCAL) through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees and GB(LOCAL) for community members]. Appeals under this policy will be submitted to the appeals officer or administrator designated by the College District. The applicable appeal deadlines and guidelines of DGBA(LOCAL) or GB(LOCAL) will be followed for appeals made under this policy.

Informal Resolution

After a formal complaint is filed, the College District may permit the voluntary use of an information resolution process at any time prior to a final determination. The parties must provide their voluntary consent in writing to participate in such a process. The informal resolution process will be handled in accordance with the procedures and guidelines contained in FFDA(LOCAL).

Informal resolution is prohibited in any case where a College District employee is accused of sexual harassment against a student.

The College District will not require the parties to waive their rights to a formal process and agree to information resolution as a condition of enrollment or employment.

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

Records Retention

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

Records of formal complaint resolutions and informal resolutions will be retained by the College District for a period of seven years. The College District will retain all materials used to train institutional participants in the various phases of the resolution process, including the Title IX coordinators and decision-makers. All materials utilized to train Title IX coordinators, investigators, hearing panel participants, and decision-makers will be made available in accordance with applicable federal Title IX regulation requirements.

In instances where the College District receives a report of sexual harassment, but a formal complaint is not filed, the institution will maintain a record of all actions taken, including supportive measures, for a period of seven years. In these instances, the College District will include a written rationale explaining why a formal complaint was not filed.

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, will be distributed to applicants for employment and annually 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, related materials, and required training will also be prominently published on the College District's website, taking into account applicable legal requirements. Copies of the policy and procedures will be readily available at the College

District's administrative offices and will be distributed to an employee who makes a report.

Mandatory Reporting under State Law for Incidents of Dating Violence, Sexual Violence, Sexual Harassment, and Stalking

In accordance with the Education Code Section 51.252, an employee who, in the course and scope of employment, witnesses or receives information regarding the occurrence of an incident that the employee reasonably believes constitutes sexual harassment as defined in this policy, and is alleged to have been committed by or against a person who was a student enrolled at or an employee of the College District at the time of the incident, will promptly report the incident to the College District's Title IX coordinator or deputy Title IX coordinator. The report must include all information concerning the incident known to the reporting person that is relevant to the investigation and, if applicable, redress of the incident, including whether an alleged victim has expressed a desire for confidentiality in reporting the incident.

An employee who is designated by the College District as a person with whom students may speak confidentially concerning sexual harassment as defined in this policy or who receives information regarding such an incident under circumstances that render the employee's communications confidential or privileged under other law will, in making a report under this section, state only the type of incident reported and may not include any information that would violate a student's expectation of privacy. This requirement does not affect the employee's duty to report an incident under any other law.

Exceptions

An employee is not required to make a report concerning:

1. An incident in which the employee was a victim of dating violence, sexual assault, sexual harassment, or stalking; or
2. An incident in which the employee received information due to a disclosure made at a dating violence, sexual assault, sexual harassment, or stalking public awareness event sponsored by the College District or by a student organization affiliated with the College District.

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 will 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.

Anonymous Reports

In accordance with Education Code Section 51.9365, College District students and employees can report prohibited conduct anonymously as provided on the Dean of Students page on the College

District's website. However, the submission of an anonymous report may impair the College District's ability to investigate and address the prohibited conduct.

¹ Title IX Coordinator email:

<mailto:fnickerson@collin.edu><mailto:jduplessis@collin.edu>

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

³ Deputy Title IX Coordinator for Human Resources email: <mailto:tjacobson@collin.edu>

Assignment

All employees will be subject to assignment and reassignment by the District President at any time when the District President determines that the assignment or reassignment is in the best interests of the College District. The District President may, from time to time, assign or reassign a contract or noncontract employee to other or additional duties for which the employee is professionally certified or otherwise qualified to perform. Reassignment of a contract employee will be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract.

Exempt

Full Time

Administrators and other full-time employees in positions identified as exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) will be expected to work a minimum of 40 hours per week. Holiday hours will be considered as hours worked.

Regular Faculty
Assignment

The responsibilities of regular faculty assignments will be described in the full-time faculty position description and include, but are not limited to, teaching assigned courses and maintaining appropriate office hours for student advising and divisional and College District service responsibilities.

Extra Service
Assignments

Full-time faculty employed on a nine-month contract may be employed during the summer based on a recommendation from the appropriate dean. No guarantee exists for summer or for any extra service assignment. Noncontractual extra service assignments or supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid extra service assignment or supplemental duty may do so by notifying the appropriate supervisor in writing. Paid extra service assignments or supplemental duties are not part of the College District's contractual obligation to the employee, and an employee will hold no expectation of continuing assignment to any extra duty assignment or supplemental duty.

Nonexempt

Full Time

Full-time employees in positions identified as not exempt from the overtime provisions of the FLSA will work 40 hours each week. All hours worked in excess of 40 will be compensated at a rate equal to one and one-half the employee's regular hourly rate or as defined by the FLSA. [See DEA]

Hours recorded for paid leave including, but not limited to, vacation, holidays, or sick leave will not be considered worked hours for the purposes of determining overtime. A full-time nonexempt employee will record all hours worked in the College District's time and attendance system.

No College District employee will have the authority to request or require that another College District employee falsify his or her time worked.

Part Time

A part-time employee in a position identified as not exempt from the overtime provisions of the FLSA will work the total number of hours for which he or she is individually hired.

A part-time nonexempt employee will record all hours worked in the College District's time and attendance system. No College District employee will have the authority to request or require that another College District employee falsify a time sheet.

Service Definition

College District service will be defined as the total length of full-time, benefits-eligible employment with the College District.

Nepotism

An employee will not initiate nor participate in, directly or indirectly, decisions involving pay or a direct benefit (e.g., initial employment or appointment, retention, promotion, salary, course or work assignments, research funds, leave of absences, and the like) to members of his or her immediate family or household or to a partner in a dating relationship.

For the purpose of this policy, the following definitions will apply:

1. Immediate family includes husband and wife; son and daughter (including stepchildren); grandchildren; son- and daughter-in-law; parents (including stepparents); grandparents; father- and mother-in-law; brother and sister (including stepbrother and stepsister); and brother- and sister-in-law.
2. Household includes individuals regularly sharing the employee's residence.
3. A dating relationship means a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. A casual acquaintanceship or ordinary fraternization in a business or social context may not constitute a dating relationship.

It may be that other personal relationships are such that objective and equitable supervisory decisions are not possible; in all such cases, the human resources office will be consulted to ensure consistency with the spirit and intent of this policy.

A person will not be employed on a full-time or part-time basis in a department, or in a position in which:

- An immediate family or household member or partner in a dating relationship is also employed;

- He or she will be subject to the close supervisory authority by an immediate family or household member or partner in a dating relationship; or
- An immediate family or household member or partner in a dating relationship, in the ordinary course of business, makes or informs decisions concerning the employee's pay, evaluation, or direct benefits or may compromise the confidentiality of employment records or other materials.

An employee is responsible for reporting to his or her supervisor any personal relationships that arise under this policy. ~~limit objective and equitable supervision or hiring practices.~~

Required Disclosure

Employees must disclose to their supervisor within ten business days if they become related, as defined in this policy, to an employee:

1. In the same department;
2. Whom they directly or indirectly supervise;
3. Whom directly or indirectly supervises them; or
4. Whose relationship may create a violation of this policy.

An employee's failure to report to the appropriate supervisor a relationship as defined by this policy may result in disciplinary action, up to and including termination.

The supervisor must promptly notify Human Resources upon becoming aware of such potential conflict. Human Resources will work with the supervisor and appropriate College District administrators to resolve the conflict to the extent possible, which may include relocating one of the parties to another position, campus, or department, if such reassignment or position is available.

An employee or job applicant may apply for a waiver of the nepotism policy, which may be considered based on a case-by-case assessment recommended by either a supervisor or a department head, up through and as approved by the District President or designee.

Note: This policy addresses complaints of dating violence, domestic violence, gender-based harassment, sex discrimination, sexual violence, sexual harassment, and stalking, targeting students participating in the College District's education program or activity. For legally referenced material relating to discrimination, harassment, and retaliation, see FA(LEGAL) and FFDB(LOCAL). For sex discrimination, sexual harassment, sexual violence, and retaliation targeting employees, see DIAA.

**Statement of
Nondiscrimination**

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

**College District's
Education Program
or Activity**

The College District's education program or activity includes locations, events, or circumstances over which the institution exercises substantial control over both the respondent and the context in which the sexual harassment occurred. This policy applies to all of the College District's education programs and activities, whether such programs or activities occur on campus or off campus. The College District may address sexual harassment affecting its students that falls outside the jurisdiction of this policy in any manner it chooses, including, but not limited to, providing supportive measures or pursuing disciplinary action.

Sex Discrimination

Sex discrimination against a student is defined as conduct directed at a student on the basis of sex or gender that adversely affects the student.

**Sexual Harassment
By an Employee**

For purposes of this policy, 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 in order to participate in a College District 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 harassment);
2. It is based on unwelcome conduct that a reasonable person would determine is so severe, persistent, pervasive, and objectively offensive that it limits or denies the student's educational access and/or ability to participate in or benefit from the College District's educational program; or

3. Any instance of sexual assault, as defined in the Jeanne Clery Disclosure of Campus Security Policy Campus Crime Statistics Act (Clery Act), and dating violence, domestic violence, or stalking, as defined in the Violence Against Women Act (VAWA).

Note: Quid pro quo harassment, Clery Act, and VAWA offenses are not evaluated for severity, pervasiveness, offensiveness, or denial of equal educational access because such misconduct is considered sufficiently serious to deprive a student of equal access.

By 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. Physical contact not reasonably construed as sexual in nature is not sexual harassment.

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.

College District's
Definition of
Consent to Sexual
Activity

For purposes of this policy, sexual activity requires consent, which is defined as an informed, voluntary, affirmative, and mutual agreement between the participants to engage in a specific sexual act. The following guidelines will be used to determine whether consent was obtained:

1. Consent to sexual activity can be communicated in a variety of ways, but one should not presume consent has been given in the absence of a clear, positive agreement.
2. Consent can only be accurately gauged through direct communication about the decision to engage in sexual activity. The absence of the word "no" or the like (e.g., "stop") does not imply consent.
3. Although consent can be nonverbal, verbal communication is the most reliable form of asking for and obtaining consent. Discussing desires, needs, and limitations with sexual partners provides a basis for positive sexual experiences shaped by mutual willingness and respect.

4. Presumptions based upon contextual factors (e.g., provocative clothing or dancing, etc.) are unwarranted, and should not be considered grounds for consent.
5. As defined in the State of Texas Penal Code 22.011 Sexual Assault, the age of sexual consent is 17. Therefore, consent cannot be obtained from someone who is under the age of 17, as that person is legally considered to be a minor.
6. Consent cannot be obtained from someone who is asleep, unconscious, or otherwise mentally or physically incapacitated, whether due to alcohol, drugs, or some other condition (e.g., an intellectual or other disability). A person is mentally or physically incapacitated when that person lacks the ability to make or act on considered decisions to engage in sexual activity. Engaging in sexual activity with a person whom you know – or reasonably should know – to be incapacitated constitutes sexual violence.
7. Consent to some sexual acts does not constitute consent to other sexual acts.
8. Consent must be ongoing throughout a sexual encounter and can be revoked at any time. If you proceed despite your partner's verbal and/or nonverbal communication to stop, you have committed sexual violence.
9. Consent cannot be obtained by threat, coercion, or force. Agreement under such circumstances does not constitute consent.
10. A prior sexual encounter or pre-existing relationship does not indicate consent to current or future sexual activity.

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, persistent, pervasive, and objectively offensive that the conduct limits or denies a student's ability to participate in or benefit from the College District's educational program.

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

Examples

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. Examples may also include forms of dating violence, domestic violence, or stalking. Specific examples may be found in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

Dating Violence

The term "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 and where the existence of such a relationship will be determined based on a consideration of the following factors:

1. The length of the relationship;
2. The type of relationship; and
3. The frequency of interaction between the persons involved in the relationship.

[\(Office on Violence Against Women, United States Department of Justice\)](#)¹

Domestic Violence

The term "domestic violence" includes felony or misdemeanor crimes of 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;
- 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

The term "stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her 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.

False Claims

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College District investigation regarding dating violence, domestic violence, gender-based harassment, sex discrimination, sexual violence, sexual harassment, and/or stalking will be subject to appropriate disciplinary action.

Prohibited Conduct

In this policy, the term "prohibited conduct" includes dating violence, domestic violence, sexual or gender-based harassment, sex discrimination, sexual violence, stalking, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

**College District's
Mandatory Response
Obligations**

Deliberate
Indifference
Standard

The College District will respond promptly to sexual harassment, as defined in this policy, in a manner that is not deliberately indifferent, which means a response that is not clearly unreasonable in light of known circumstances, or as otherwise required by applicable Title IX regulations. The College District's response obligations include, but are not limited to:

1. The College District must offer supportive measures to the person making the allegations (hereafter referred to as the "complainant").
2. The Title IX coordinator or designee must promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of supportive measures available with or without filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
3. The College District must follow a grievance process that complies with applicable federal Title IX regulations before the imposition of any disciplinary sanctions (or other actions that are not supportive measures) against a respondent.
4. The College District must not restrict rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment, when complying with applicable federal Title IX regulations and this policy.

5. Under applicable federal Title IX regulations, the College District is required to investigate allegations of prohibited conduct as defined in this policy in any formal complaint, which can be filed by a complainant or submitted by a Title IX coordinator.
6. The federal Title IX regulations affirm that a complainant's wishes with respect to whether the institution investigates the complaint should be respected, unless the Title IX coordinator determines that submitting a formal complaint to initiate an investigation against the wishes of the complainant is not clearly unreasonable in light of the known circumstances.
7. The College District will dismiss the allegations in a formal complaint if such allegations do not meet the definitions of prohibited conduct outlined in this policy or did not occur in the institution's education program or activity. However, the College District may still address the allegations in any manner it deems appropriate (e.g., general investigation for violation of the Student Code of Conduct in the Student Handbook).

Definitions

When responding to prohibited conduct, applicable federal Title IX regulations provide clear definitions of a "complainant," "respondent," "formal complaint," and "supportive measures" so that recipients, students, and employees clearly understand how the College District must respond to incidents of prohibited conduct in a way that supports the alleged victim and treats both parties fairly. The College District adopts those definitions as outlined in applicable federal Title IX regulations which are listed in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

Formal Complaint

In accordance with applicable federal Title IX regulations, a "formal complaint" is a document filed by a complainant or submitted by the Title IX coordinator that alleges prohibited conduct against a respondent and requests that the College District investigate the allegation of prohibited conduct, and meets the following requirements:

1. At the time of filing a formal complaint, the complainant must be participating in or attempting to participate in a College District education program or activity as defined in this policy.
2. A formal complaint may be filed with the Title IX coordinator in person, by mail, or by email by using the contact information required to be listed for the Title IX coordinator and by any additional method designated by the College District.
3. The phrase "document filed by a complainant" means a document or electronic submission (e.g., by email or through an

online portal provided by the College District specifically for this purpose) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.

4. Where the Title IX coordinator submits a formal complaint, the Title IX coordinator is not a complainant or a party during the grievance process and must comply with the requirements for Title IX personnel to be free from conflicts and bias.

Reporting Procedures

In accordance with applicable federal Title IX regulations, the College District utilizes a consistent, transparent grievance process for resolving formal complaints of prohibited conduct.

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 the appropriate Title IX coordinator, deputy Title IX coordinator, another employee, or, alternatively, submit the report electronically through the College District's website.

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 will immediately notify the Title IX coordinator or deputy Title IX coordinator and take any other steps required by this policy. Additionally, an employee may submit the report electronically via the College District's website or report it to the District President or designee.

Mandatory Reporting Under State Law for Incidents of Dating Violence, Sexual Violence, Sexual Harassment, and Stalking

In accordance with Education Code Section 51.252, an employee who, in the course and scope of employment, witnesses or receives information regarding the occurrence of an incident that the employee reasonably believes constitutes sexual harassment, sexual violence, dating violence, or stalking as defined in this policy, and is alleged to have been committed by or against a person who was a student enrolled at or an employee of the College District at the time of the incident, will promptly report the incident to the College District's Title IX coordinator or deputy Title IX coordinator. The report must include all information concerning the incident known to the reporting person that is relevant to the investigation and, if applicable, redress of the incident, including whether an alleged victim has expressed a desire for confidentiality in reporting the incident.

An employee who is designated by the College District as a person with whom students may speak confidentially concerning sexual harassment, sexual violence, dating violence, or stalking as defined in this policy, or who receives information regarding such an

incident under circumstances that render the employee's communications confidential or privileged under other law will, in making a report under this section, state only the type of incident reported and may not include any information that would violate a student's expectation of privacy. This requirement does not affect the employee's duty to report an incident under any other law.

Exceptions

An employee is not required to make a report concerning:

1. An incident in which the employee was a victim of dating violence, sexual violence, sexual harassment, or stalking; or
2. An incident in which the employee received information due to a disclosure made at a dating violence, sexual violence, sexual harassment, or stalking public awareness event sponsored by the College District or by a student organization affiliated with the College District.

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 will 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.

Anonymous Reports

In accordance with Education Code Section 51.9365, College District students and employees can report prohibited conduct anonymously as provided on the Dean of Students page on the College District's website. However, the submission of an anonymous report may impair the College District's ability to investigate and address the prohibited conduct.

Designated Title IX Coordinators

For the purposes of this policy, the following are designated as the College District's Title IX coordinators.

Title IX Coordinators

Reports of dating violence, domestic violence, sex discrimination, sexual violence, sexual or gender-based harassment, and stalking may be directed to the Title IX coordinators. The College District designates the following persons to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Title IX Coordinator for Students

Title IX Coordinator: Terrence Brennan, District Dean of Students

Address: 3452 Spur 399, McKinney, TX 75069

Telephone: (972) 881-5734

Email: [Title IX Coordinator email²](#)

Webpage: [Title IX/Sexual Misconduct webpage³](#)

*Deputy Title IX
Coordinator for
Students*

Name: Amy Throop
Position: Associate Dean of Students
Address: ~~2200 W University Drive, McKinney, TX
75074~~ 2550 Bending Branch Way, Allen, TX 75013
Telephone: ~~(972) 881-5667~~ (972) 599-3126
Email: [Deputy Title IX Coordinator for Students⁴](#)

*Title IX
Coordinator for
Employees*

Name: ~~Floyd Nickerson~~ Dr. Jennifer DuPlessis
Position: Chief ~~Employee Success~~ Human Resources
Officer
Address: 3452 Spur 399, McKinney, TX 75069
Telephone: (972) ~~599-3459~~ 985-3702

*Deputy Title IX
Coordinator for
Employees*

Name: Tonya Jacobson
Position: Manager, HR/Employee Relations
Address: 3452 Spur 399, McKinney, TX 75069
Telephone: (972) 758-3856

**Alternative
Reporting
Procedures**

A student will not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinators, may be directed to the District President.

A report under this policy against the District President may be made directly to the Board. If a report is made directly to the Board, the Board will appoint an appropriate person to conduct an investigation.

Timely Reporting

Reports of prohibited conduct will 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.

Amnesty

In accordance with Education Code Section 51.9366, the College District will give amnesty to (i.e., not take disciplinary action against) a student who reports, in good faith, that the student was the victim of or a witness to an incident of prohibited conduct as defined by this policy. This amnesty policy applies regardless of the location at which the incident occurred or the outcome of the College District's disciplinary process regarding the incident, if any. This amnesty policy does not apply to a student who reports his or her own commission or assistance in the commission of prohibited conduct as defined by this policy.

Consolidation of Reports and Other Requirements

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

The College District will also provide other measures required by Title IX and applicable law, including, but not limited to, assistance by advisors, supportive measures, and notices to parties. Such required measures are described in detail in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

Notice of Rights and Options

In accordance with requirements under federal law, the College District will provide victims with written notification of their rights and options, which will outline appropriate on- and off-campus resources as well as steps a victim may want to take depending on the services the victim needs.

Investigation of the Report

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

Initial Assessment

Upon receipt or notice of a report, the College District official will determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official will immediately notify the parties to the complaint of the allegations and the formal and informal options for resolution of the complaint in writing.

Request Not to Investigate

A complainant may request that the College District not investigate allegations or prohibited conduct. 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 will 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 will take reasonable steps to protect the health and safety of the College District community.

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 will authorize or undertake an investigation, except as provided below at Criminal Investigation.

Interim Action

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the College

District will promptly take interim action calculated to address prohibited conduct prior to the completion of the College District's investigation.

If, after engaging in an individualized safety and risk analysis, the College District determines that an immediate threat to the physical health or safety of any student or other individual, arising from the allegation of prohibited conduct, justifies the removal of the respondent, the College District will provide the respondent with written notice of this interim action and afford the respondent an opportunity to challenge the decision immediately after the removal.

College District
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. The investigator will have received appropriate training regarding the issues related to the complaint and the relevant College District's policy and procedures. The investigator will conduct a prompt, fair, and impartial process from the initial investigation to the final result. Investigation and resolution procedures and guidelines are also detailed in the College District's *Title IX Complaint Resolution Process Handbook for Students and Employees*.

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. Both the victim and student respondent may have an observer(s) present during any meeting with the investigator.

During the investigation:

1. The burden of gathering evidence and burden of proof must remain on the College District, not on the parties.
2. The College District must provide equal opportunity for the parties to present facts and expert witnesses and other inculpatory and exculpatory evidence.
3. The College District must not restrict the ability of the parties to discuss the allegations or gather evidence (e.g., no "gag orders").
4. The parties must have the same opportunity to select an advisor of the party's choice who may be, but need not be, an attorney.

5. The College District must send written notice of any investigative interviews, meetings, or hearings to the parties. This written notice must include a statement that the respondent is presumed not responsible and that a determination will not be made until the conclusion of the grievance process. If the scope of the investigation expands, the College District must issue a supplemental written notice to the parties providing additional details that also meet this standard.
6. The College District must send the parties and their advisors evidence directly related to the allegations, in electronic format or hard copy, and provide at least ten days for the parties to inspect, review, and respond to the evidence.
7. The College District must dismiss allegations of conduct that do not meet the federal Title IX definition of prohibited conduct or did not occur in the institution's education program or activity against a person in the U.S. Such dismissal is only for Title IX purposes and does not preclude the College District from addressing the conduct in any manner the institution deems appropriate (e.g., general discrimination or harassment complaint, Student Code of Conduct violation).
8. The College District may, at its discretion, dismiss a formal complaint or allegations contained therein, if:
 - a. The complainant informs the Title IX coordinator in writing that the complainant desired to withdraw the formal complaint or allegations contained therein;
 - b. The respondent is no longer enrolled at or employed by the College District; or
 - c. Specific circumstances prevent the College District from gathering sufficient evidence to reach a determination.
9. The College District must give the parties written notice of a dismissal, whether mandatory or discretionary, and the reasons for the dismissal.

Privacy Rights

Federal Title IX regulations protect the privacy of a party's medical, psychological, and similar treatment records by stating that the College District cannot access or use such records unless the College District obtains the party's voluntary, written consent to do so.

Criminal or
Regulatory
Investigation

If a law enforcement or regulatory agency notifies the College District that a criminal or regulatory investigation has been initiated, the College District will confer with the agency to determine if the College District's investigation would impede the criminal or regula-

tory investigation. The College District will proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation and in compliance with applicable federal Title IX regulations. After the law enforcement or regulatory agency has completed gathering its evidence, the College District will promptly resume its investigation. Any delay under this provision will constitute good cause for an extension of timelines established by this policy and associated procedures.

Concluding the Investigation and Hearing

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the College District to delay its investigation, the investigation and hearing should be completed within 60 College District business days from the date of the report; however, the investigator will take additional time if necessary to complete a thorough investigation.

The investigator will prepare a written report of the investigation. The report will be filed with the College District official overseeing the investigation. The investigation must result in an investigation report that fairly summarizes the investigation, and the report must be completed at least ten College District business days prior to the hearing. Access to this report must be given so that the complainant, respondent, and their respective advisors can meaningfully respond to the evidence prior to the conclusion of the investigation. The College District must send the evidence to each party and their advisors in electronic form and provide at least ten College District business days for them to submit a written response, which the investigator must consider before finalizing the investigation. The College District must make the evidence available again at any hearing, including for use in cross-examination.

Hearings

In accordance with applicable federal Title IX regulations, the College District will provide for a live hearing. During this live hearing:

1. A decision-maker must permit each party's advisor to ask the other party and any witnesses all relevant questions and follow-up questions, including those bearing on credibility.
2. Cross-examination must be conducted directly, orally, and in real time by the party's advisor of choice, and never by a party personally.
3. If a party is unable to obtain an advisor, the College District must provide one, free of charge, for the purpose of conducting cross-examination for the party. The advisor provided does not have to be, but may be, an attorney.
4. While the hearing must be "live," at either party's request, the College District must provide the parties with separate rooms

and use technology so the decision-maker and parties may simultaneously see and hear the questions.

5. At the hearing, the decision-maker has the responsibility to determine the relevancy of questions and explain in real time any decision not to permit a certain line of questioning.
6. During the investigation or hearing, questioning concerning a complainant's sexual history is generally not permitted, unless allowed by Title IX regulations.
7. A party or witness may refuse to submit to cross-examination during a live hearing. If a party or witness does not submit to cross-examination during a live hearing, that individual's statements may be relied on by the decision-maker(s) in reaching a determination regarding responsibility. The College District is not permitted to draw an adverse inference based on the mere fact that an individual refused to submit to cross-examination.
8. During the hearing, questions and evidence about the complainant's sexual predisposition or prior sexual behavior will be considered irrelevant, unless offered to prove that someone other than the respondent committed the alleged misconduct or to prove consent.
9. The College District must make an audio or video recording of the hearing, or a transcript, and make it available to the parties for inspection and review.
10. The decision-maker(s) facilitating the live hearing must not be the same person(s) as the Title IX coordinator or investigator(s).
11. After the hearing, the decision-maker(s) must issue a written determination of responsibility applying the preponderance of the evidence standard (i.e., more likely than not to have occurred). The written determination must include the following elements:
 - a. Identification of the allegations at issue;
 - b. A description of the procedural steps taken throughout the case;
 - c. Findings of fact supporting the determination;
 - d. Conclusions regarding application of the College District's Title IX policy;

- e. A statement and rationale as to the determination for each allegation;
 - f. A statement of any disciplinary sanction and whether any remedies will be provided to the complainant; and
 - g. A description of the procedures and permissible ground for appeal.
12. The decision-maker's written determination must be sent simultaneously to the parties along with information about how to file an appeal.

Notification of the Outcome

The College District will provide written notice of the outcome, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the victim and the person against whom the complaint is filed. The parties will be given the opportunity to respond to the report.

Upon written request, the College District will disclose to the alleged victim of a crime of violence, as defined in Title 18 Section 16, United States Code, or non-forcible sex offense (i.e., incest or statutory rape) the report on the results of any disciplinary proceeding conducted by the College District against a student who is the alleged perpetrator of such crime or offense. If the alleged victim is deceased as a result of such crime or offense, the College District will treat the victim's next of kin as the alleged victim.

College District Action

Prohibited Conduct

The College District will determine, based on the results of the investigation, whether each individual allegation of misconduct occurred using the preponderance of the evidence standard (i.e., more likely than not to have occurred). If the results of an investigation and live hearing indicate that prohibited conduct occurred, the College District will promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct, in accordance with College District policy and procedures. [See FM and FMA]

Corrective Action

Examples of corrective action may include, but are not limited to, the following:

1. Implementing the disciplinary measures or penalties described in FM(LOCAL) for students;
2. Providing a training program for those involved in the complaint;
3. Providing a comprehensive education program for the College District community;
4. Providing counseling for the complainant and respondent;

5. Permitting the complainant or respondent to drop a course in which they both are enrolled without penalty;
6. Conducting follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred;
7. Involving students in efforts to identify problems and improve the College District climate;
8. Increasing staff monitoring of areas where prohibited conduct has occurred;
9. Reaffirming the College District's policy against dating violence, domestic violence, gender-based harassment, sex discrimination, sexual violence, sexual harassment, and stalking;
10. Taking other actions allowed by Board policy.

Exception

The College District will minimize attempts to require a student who complains of prohibited conduct as defined by this policy to resolve the problem directly with the person who engaged in the prohibited conduct; however, if that is the most appropriate resolution method, the College District will be involved in an appropriate manner.

Improper Conduct

If the College District 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 may take other appropriate disciplinary action in accordance with College District policy and procedures or other corrective action 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. Mandatory dismissal provisions include the following:

1. The alleged conduct is determined to not constitute sexual harassment, as defined in this policy;
2. The alleged conduct is determined not to have occurred within a College District's education program or activity; or
3. The alleged conduct is determined not to have occurred against a person in the United States.

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.

Permissive or discretionary dismissal provisions include the following:

1. The complainant would like to withdraw the complaint;
2. The respondent is no longer enrolled at or employed by the College District; or
3. 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 designated Title IX coordinator or the deputy Title IX coordinator will provide the parties written notice of the dismissal.

Confidentiality

To the greatest extent possible, the College District will respect the privacy of the complainant, respondent, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

Either the complainant or respondent may appeal the determination rendered as a result of the investigation and live hearing, or any discretionary dismissal of the complaint, on the following permissible grounds:

1. Procedural irregularity that affected the outcome;
2. New evidence not reasonably available that could affect the outcome; and/or
3. Conflict of interest or bias by the College District's participants that affected the outcome.

The College District will ensure that the following elements are present during the course of the appeal:

1. The non-appealing party will be notified of the appeal and allowed to submit a written statement in response.
2. The appeal decision-maker(s) cannot be the same individuals as the hearing decision-maker(s). Nor can the appeal decision-maker(s) be the Title IX coordinator or the investigator(s) on the case.
3. The appeal must conclude with a written decision describing the appeal and the rationale for the result that is provided to the complainant and respondent simultaneously.

Appeals under this policy will be submitted to the appeals officer or administrator designated by the College District. The applicable appeal deadlines and guidelines detailed in the College District's *Title*

IX Complaint Resolution Process Handbook for Students and Employees will be followed. The College District will provide written notice of the outcome of any appeal, within the extent permitted by FERPA or other law, to the complainant and the respondent.

Upon written request, the College District will disclose to the alleged victim of a crime of violence, as defined in Title 18, Section 16, United States Code, or non-forcible sex offense (i.e., incest or statutory rape) the report on the results of any disciplinary proceeding conducted by the College District against a student who is the alleged perpetrator of such crime or offense. If the alleged victim is deceased as a result of such crime or offense, the College District will treat the victim's next of kin as the alleged victim.

Informal Resolution

After a formal complaint is filed, the College District may permit the voluntary use of an informal resolution process at any time prior to a final determination. The parties must provide their voluntary consent in writing to participate in such a process.

Prior to commencing an informal resolution process, the College District will provide the parties with the required written notice of the allegations and a description of the parameters of the informal resolution process. The notice will include a statement that a party is permitted to withdraw from the informal resolution process and resume the formal process at any time prior to a resolution being reached.

Informal resolution is prohibited in any case where a College District employee is accused of committing prohibited conduct against a student.

The College District will not require the parties to waive their rights to a formal process and agree to informal resolution as a condition of enrollment or employment.

Retaliation

Retaliation against anyone involved in the complaint process is a violation of College District policy and is prohibited. Neither the College District nor any person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by applicable federal Title IX regulation; this policy; or because the individual has made a report or complaint, testified, assisted with, participated in, or refused to participate in a Title IX investigation, proceeding, or hearing.

Charging an individual with a violation(s) that does not involve sexual harassment, but arises out of the same facts or circumstances as a formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by applicable federal Title IX regulations, constitutes retaliation.

In an effort to prevent acts of retaliation, the College District will keep confidential and not disclose the identities of complainants, respondents, and witnesses, except as permitted by FERPA, required by law, or necessary to investigate and resolve a Title IX complaint.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Charging an individual with a violation(s) for making a materially false statement in bad faith during the course of a Title IX grievance proceeding does not constitute retaliation. However, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a bad faith materially false statement.

Complaints alleging retaliation in connection with a complaint or investigation of prohibited conduct will be addressed in accordance with this policy. Complaints alleging retaliation in connection with other policies or laws may be filed in accordance with the College District's prompt and equitable grievance procedures. [See FFDB and FLD]

Other Appeals

Appeals for complaints of prohibited conduct or Title IX violations will be processed as detailed in the College District's Title IX Complaint Resolution Process Handbook for Students and Employees. All other appeals outside of this policy may be submitted through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FMA(LOCAL) for students, and GB(LOCAL) for community members]

The College District will provide written notice of the outcome of any appeal(s), within the extent permitted by FERPA or other law, to the victim and the person against whom the complaint is filed. The parties will be given the opportunity to respond to the report.

Complaints Filed
with OCR

A party will also be informed of his or her right to file a complaint with the U.S. Department of Education Office for Civil Rights (OCR).

Records Retention

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

Records of formal complaint resolutions and informal resolutions will be retained by the College District for a period of seven years. The College District will retain all materials used to train institutional participants in the various phases of the resolution process, including the Title IX coordinators and decision-makers. All materials utilized to train Title IX coordinators, investigators, hearing panel participants, and decision-makers will be made available in accordance with applicable federal Title IX regulation requirements.

In instances where the College District receives a report of prohibited conduct, but a formal complaint is not filed, the institution will maintain a record of all actions taken, including supportive measures, for a period of seven years. In these instances, the College District will include a written rationale explaining why a formal complaint was not filed.

**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, will be distributed annually 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 will also be prominently published on the College District's website, taking into account applicable legal requirements. Copies of the policy and procedures will be readily available at the College District's administrative offices and will be distributed to a student or employee who makes a report.

¹ Office on Violence Against Women, United States Department of Justice: <https://www.justice.gov/ovw/dating-violence>

² Title IX Coordinator email: <mailto:tbrennan@collin.edu>

³ Title IX/Sexual Misconduct webpage: <https://www.collin.edu/titleix>

⁴ Deputy Title IX Coordinator for Students email: <mailto:athroop@collin.edu>

Collin County Community College District Board of Trustees

2024-08-3-5

August 27, 2024

Resource: Monica Velazquez
General Counsel

AGENDA ITEM:

Report Out of the Organization, Education, and Policy Committee, Second Reading and Consideration of Approval of Local Board Policies

- **CAK (Local)** Appropriations and Revenue Sources - Investments
- **CS (Local)** Information Security
- **DEB (Local)** Compensation and Benefits – Fringe Benefits
- **DGC (Local)** Employee Rights and Privileges – Employee Expression and Use of College Facilities
- **FFDB (Local)** Freedom from Discrimination, Harassment, and Retaliation – Other Protected Characteristics
- **FLA (Local)** Student Rights and Responsibilities – Student Expression and Use of College Facilities
- **GD (Local)** Community Expression and Use of College Facilities

DISCUSSION:

The Organization, Education, and Policy Committee reviewed the policies presented in this item. The Organization, Education, and Policy Committee Chair will report out a recommendation at the August 27, 2024 regular meeting of the Board of Trustees.

PROPOSED CHANGES:

As a part of the College's comprehensive review of all policies and with updates and recommendations from the Texas Association of School Boards' Legal and Policy Service, the local policies outlined below are being presented for your approval.

- **CAK (Local)** Appropriations and Revenue Sources – Investments – Adding language recommended by the college's external auditor regarding compliance and annual review of the broker/dealer list.
- **CS (Local)** Information Security - Recommended revisions to this local policy are due to legal regulatory changes that add an Information Security

Assessment and remove a Monthly Reports requirement.

- **DEB (Local)** Compensation and Benefits – Fringe Benefits – Revision removing the Employee/Retiree Benefits Reserve Fund based on circumstances.
- **DGC (Local)** Employee Rights and Privileges – Employee Expression and Use of College Facilities – Executive Order GA-44 requires the College to update our free speech policy language and expansion of harassment covered by the college's free speech policies.
- **FFDB (Local)** Freedom from Discrimination, Harassment, and Retaliation – Other Protected Characteristics - Executive Order GA-44 requires the College to update our free speech policy language.
- **FLA (Local)** Student Rights and Responsibilities – Student Expression and Use of College Facilities - Executive Order GA-44 requires the College to update our free speech policy language.
- **GD (Local)** Community Expression and Use of College Facilities - Executive Order GA-44 requires the College to update our free speech policy language.

DISTRICT PRESIDENT'S RECOMMENDATION:

The District President recommends approval of the Local Board Policies as outlined above.

SUGGESTED MOTION:

This item may come as a motion and second out of committee. A suggested motion would be, "Mr. Chairman, I make the motion that the Board of Trustees of Collin County Community College District approves the Local Board Policies."

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

Purpose Statement	The College District is required under the Public Funds Investment Act (PFIA) Chapter 2256, Texas Government Code, to adopt a written investment policy. The College District is required to comply with the investment policy as approved by the Board in accordance with the standard of care as set forth in Chapter 2256.006, Texas Government Code.
Statement of Intent	The College District will invest public funds in a manner that provides the maximum security while meeting the daily cash flow demands of the College District, providing maximum potential interest earnings, and conforming to all state and local statutes governing the investment of public funds.
Scope	This investment policy applies to all financial assets of the College District. All funds are accounted for in the College District's Annual Financial and Compliance Report.
Prudence	<p>Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.</p> <p>The standard of prudence to be used by investment officers will be the "prudent person" standard and will be applied in the context of managing the overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.</p> <p>Prudent measures will be used to liquidate any investment that is downgraded to less than the required minimum rating.</p>
Objectives	<p>The primary objectives, in priority order, of the College District's investment activities will be:</p> <ol style="list-style-type: none">1. Safety: Safety of principal is the foremost objective of the College District's investment program. Investments of the College District will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.2. Liquidity: The College District's investment portfolio will remain sufficiently liquid to enable the College District to meet all operating requirements that might be reasonably anticipated.

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

3. Return on Investments: The College District's investment portfolio will be designed with the objective of attaining a reasonable market yield throughout budgetary and economic cycles commensurate with the College District's investment risk constraints and the cash flow characteristics of the portfolio.

Designated Officers

The College District's chief financial officer, the associate vice president of accounting and financial reporting, and the associate vice president/controller are expressly authorized by the Board to cause the investment of all available College District funds consistent with this policy and are therefore designated as the investment officers. Because of the various duties and responsibilities related to managing the investment portfolio, the College District's designated investment officers may delegate specific support duties and responsibilities to the revenues and receivables accountant. No person may engage in an investment transaction except as provided under the terms of this policy.

The College District may contract with a Securities and Exchange Commission (SEC)-registered investment adviser for non-discretionary management of the portfolio.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the College District's investment program or that could impair their ability to make impartial investment decisions. Investment officers who have a personal business relationship with a business organization seeking to sell investments to the College District will file a statement disclosing the relationship to the College District's Board. Any material financial interests in financial institutions that conduct business with the College District, as well as any personal financial/investment positions that could be related to or have an impact upon the performance of the College District's portfolio, will be disclosed.

Additionally, any investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the College District will file a statement disclosing that relationship to the Texas Ethics Commission. A personal business relationship for this disclosure is defined as:

1. Owning ten percent or more of the voting stock or shares of the business organization or owning \$5,000 or more of the fair market value of the business organization;
2. Receiving funds from the business organization exceeding ten percent of gross income for the previous year; or

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

3. Acquiring from the business organization during the previous year investments with a book value of \$2,500 or more for a personal account.

**Sellers of
Investments**

The firm and representatives of brokers/dealers will 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). A copy of the policy will be sent to every authorized broker/dealer.

**Authorized Financial
Dealers and
Institutions**

The College District will maintain a list of qualified brokers/dealers authorized to engage in investment transactions. The Board will annually review, revise, and adopt this list of qualified brokers.

All approved brokers must have completed a College District broker/dealer questionnaire and will be sent a copy of the investment policy for their records.

Approved brokers will have a current financial statement on file and, if applicable, will have executed a Master Repurchase Agreement.

The District's current investment adviser maintains the brokerage compliance files for the District, and will provide the list of brokers/dealers to the District annually for review and adoption.

Local government pools will be sent a copy of the policy and must certify that they have reviewed that policy.

**Authorized
Investments**

The College District will pursue a conservative, proactive approach to investment activity, including bond proceeds and pledged revenue to the extent allowed by law, and although other investments may be authorized by law, the College District may invest only in investments authorized by the Board as listed below:

1. Treasury bills, treasury notes, and treasury bonds of the United States and other direct obligations of the agencies and instrumentalities of the United States.
2. Federal Deposit Insurance Corporation (FDIC) insured or collateralized time or demand deposits issued by a state or national bank domiciled in this state that are:
 - a. Insured by the FDIC or its successor; or
 - b. Secured by obligations described by the Public Funds Collateral Act, Chapter 2257.
3. Fully collateralized repurchase agreements, as expressly defined in Section 2256.011, Texas Government Code.

APPROPRIATIONS AND REVENUE SOURCES
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(LOCAL)

4. Local government investment pools approved by the College District's Board, by resolution, with a continuous rating of no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and striving to maintain a \$1 net asset value.
5. AAA-rated money market mutual funds meeting the following criteria:
 - a. The fund must be registered with and regulated by the SEC;
 - b. The fund must have a dollar-weighted average stated maturity of not more than 60 days;
 - c. An established objective of the fund must be to maintain a stable net asset value of \$1 for each share;
 - d. The fund must comply with SEC Rule 2a-7; and
 - e. The fund must meet all requirements of the Texas Public Funds Investment Act, as amended.
6. Domestic commercial paper rated A1/P1 or equivalent with a maximum maturity of 270 days.
7. Obligations of states, agencies, counties, cities, and other political subdivisions of any U.S. state rated A or equivalent by a nationally recognized investment rating agency.
8. FDIC-insured brokered certificates of deposit securities issued by any bank in the U.S. delivery-versus-payment (DVP) to the College District's safekeeping agent.
9. Share certificates of credit unions domiciled in the state insured by the National Credit Union Insurance Fund.
10. Interest bearing accounts in any bank in Texas, FDIC insured or collateralized in accordance with this policy.

**Prohibited
Investments**

The College District is strictly prohibited from investing in any of the following collateralized mortgage obligations (CMO):

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 that have interest rates determined by an index that adjusts opposite to the changes in a market index.

Collateralization

Collateralization will be required on all bank time or demand deposits and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102 percent of market value of principal and accrued interest. The custodian will be independent and outside the holding company of the pledging institution or repurchase agreement counter-party.

Acceptable collateral for depository time and demand deposits includes only:

- Obligations of the U.S. government, its agencies, and instrumentalities;
- Obligations of or guaranteed by state and local governmental entities if rated "A" or better; and
- FHLB letters of credit.

Acceptable collateral for repurchase agreements includes only:

- Obligations of the U.S. government, its agencies, and instrumentalities; and
- Obligations of or guaranteed by state and local governmental entities if rated "A" or better.

All these securities are authorized by the Public Funds Collateral Act, Chapter 2257, Texas Government Code.

Additional collateral may be pledged or purchased as required, released as it is not needed, and substituted, if necessary, with the written consent of the investment officer.

Safekeeping

All security transactions, including collateral for repurchase agreements, entered into by the College District will be conducted on a DVP basis. Securities owned by the College District will be held by a College District contracted third-party safekeeping institution. Safekeeping receipts and clearance documents will be required for all securities purchased or sold by the College District and held in safekeeping by an authorized third party.

Diversification

Diversification by investment maturity based on cash flow needs will reduce the impact of adverse market fluctuations.

APPROPRIATIONS AND REVENUE SOURCES
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(LOCAL)

Maximum Maturities	<p>To the extent possible, the College District will attempt to match its investments with anticipated cash flow requirements except the College District will not invest in securities maturing more than 3660 months from the date of purchase.</p> <p>The maximum dollar weighted average maturity of the total portfolio will not exceed 4236 months.</p>
Internal Controls	<p>Duties related to investment activities will be delegated so that segregation of duties will be maintained with respect to purchasing, recording, authorizing, and reconciling investment accounts. The College District's designated investment officers will be responsible for all investment decisions. Written signature authorization of two of the aforementioned investment officers will be required to execute all investment purchases or sales.</p> <p>As part of the annual financial audit, the external auditors will perform a compliance audit of management controls on investments and adherence to investment policies and procedures.</p>
Delivery Versus Payment	<p>All security transactions (with the exception of pool or money funds) by the College District will be settled "delivery versus payment." That is, the College District authorizes the safekeeping institution to release its funds only after a purchased security has been received by the institution.</p>
Competitive Bidding Required	<p>All investments will be purchased or sold on a competitive basis with bids or offers from a minimum of three College District authorized brokers/dealers for the best yield and maturity. New issue agencies must be compared to comparable securities as a competitive bid.</p>
Monitoring Credit Ratings	<p>The investment officer or investment adviser will monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by policy, the investment officer or adviser will notify the CFO of the loss of rating, conditions affecting the rating, and possible loss of principal with liquidation options available, within five days after the loss of the required rating.</p>
Loss of Credit Rating	<p>The College District will monitor the credit ratings on securities that require minimum ratings. This may be accomplished through staff research or with the assistance of brokers/dealers, banks, safekeeping agents, advisers, or other independent sources. In the event that the credit rating of any security falls below the minimum required rating, the College District will take all prudent measures that are consistent with its policy to liquidate the investment.</p>

APPROPRIATIONS AND REVENUE SOURCES
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(LOCAL)

The College District is not required to liquidate investments that were authorized investments at the time of purchase. [See 2256.017]

Monitoring FDIC Coverage

The investment officer or investment adviser will monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the College District based upon information from the FDIC. If any bank has been acquired, or merged with another bank in which brokered CDs are owned, the investment officer or adviser will immediately liquidate any brokered CD and/or interest-bearing investments that place the College District above the FDIC insurance level.

Reporting

Not less than quarterly, a written report of investment transactions for all funds will be prepared and signed by the investment officers and will be submitted to the Board. Reports will be prepared in accordance with requirements as specified in Section 2256.023, Texas Government Code. The quarterly written reports will be reviewed annually during the compliance audit of an independent auditor with the results reported to the Board.

Market Price

The investment portfolio will be marked to market monthly. Pricing information will be obtained from sources deemed independent and comparable by the associate vice president of accounting and financial reporting or the associate vice president/controller. If the price of a security is not available, the price may be estimated by analyzing similar securities' market values (matrix pricing).

Training

The College District's chief financial officer, the associate vice president of accounting and financial reporting, and the associate vice president/controller, being designated by the Board as the investment officers for the College District, will receive ten hours of instruction in accordance with the PFIA of the State of Texas within the first 12 months of assuming the position. Every succeeding two years the officers will receive at least ten additional hours of training relating to investment responsibility from an independent source approved by the Board.

Investment Policy Review and Adoption

The College District's investment policy will be adopted by written resolution of the Board stating that the Board has reviewed the investment policy and strategy and will include any changes made to either. The investment policies and strategies will be reviewed by the Board not less than annually. All revisions will be formally approved by the Board.

Investment Strategy

The College District maintains portfolios that use four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolio(s).

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The weighted average maturity of the overall portfolio will not exceed one year.

Strategies for the investment of College District funds will address:

1. Investment suitability as it relates to the financial requirements and credit concerns of the College District;
2. Preservation and safety of principal to ensure that capital losses are avoided whether they be from defaults or erosion of market value;
3. Liquidity to the extent needed to pay the College District's obligations as they become due;
4. Investment marketability provided the need arises for the College District to liquidate the investment prior to its maturity date, although securities of all types are purchased with the intention of holding until maturity;
5. Investment diversification by maturity and market sector; and
6. Yield to attain the best yield on investments, while considering risk constraints and cash flow needs; the basis or benchmark used to determine whether market yields are being achieved will be the one-year Treasury Bill chosen for its comparability to the portfolio's maximum weighted average maturity.

Operating Fund	The primary objective of the investment strategy for the operating fund will be to ensure that anticipated cash flows are matched with adequate investment liquidity. Maturities will be staggered to meet operating expenditures, based on known and projected cash flows and market conditions. Thirty-six The number of months stated in this policy is the maximum maturity for the majority of securities in the portfolio.
Building Fund	The primary objective of the investment strategy for the building fund will be to ensure that maturities are matched with anticipated cash flows. Maturities will be staggered so that they coincide with estimated draw down dates based on construction schedules and estimated project completion dates.
Debt Service Fund	The primary objective of the investment strategy for the debt service fund will be to ensure that investment liquidity is adequate to cover each succeeding debt service obligation on the required payment date. No investments may be made that exceed the next unfunded debt service payment date.
Debt Service Reserve Funds	Debt service reserves have no anticipated expenditures. The funds are deposited to provide annual debt service payment protection to

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bond holders. Market conditions and arbitrage regulation compliance determine the advantage of security diversification and liquidity. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the College District is best served by locking in investment maturities and reducing liquidity. If the arbitrage yield cannot be exceeded, the concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields. Managing the portfolios maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if the College District's bonds are called and the reserve fund liquidated. No investment maturity will exceed ~~three years~~ the maximum amount stated earlier in this policy. All portfolio investments will be in compliance with bond covenants and insurance requirements of all bond issues.

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

Information Security Officer

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

Information Security Program

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

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

College District Website and Mobile Application Security

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

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

Covered Social Media Applications

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

Exception

The procedures ~~shall~~will permit the installation and use of a covered application for purposes of law enforcement and the development and implementation of information security measures. The procedures must address risk mitigation measures during the permitted use of the covered application and the documentation of those measures.

Reports

~~The College District will submit a biennial information security plan to DIR in accordance with law.~~
~~Information Security Plan~~

Effectiveness of Policies ~~and~~ Procedures, and Practices
The ISO will report annually to the District President on the effectiveness of the College District's information security policies, procedures, and practices in accordance with law and administrative procedures.

Biennial Information Security Plan
~~The College District will submit a biennial information security plan to DIR in accordance with law.~~

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

Security Incidents
By the College District
The College District will assess the significance of a security incident and report urgent incidents to DIR and law enforcement in accordance with law and, if applicable, DIR requirements.

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

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

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

~~The College District may also work with the United States Computer Emergency Readiness Teams (US-CERT), Information Sharing and Analysis Center (ISAC), or other trusted third-party broker to help research and resolve the issue.~~

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

Monthly Reports

~~The College District must provide summary reports of security incidents monthly to DIR in accordance with the deadlines, form, and manner specified by law and DIR.~~

Insurance Benefits

The rules and regulations of the Employees Retirement System Benefits (ERS) of Texas, the Group Benefits Program, and the Affordable Care Act (ACA) will be followed in providing basic group life, accident, health, and dental insurance coverage for all active full-time employees.

ACA Summary

The ACA is federal legislation passed in 2010. The employer-mandate provisions of the ACA became effective in 2015. The ACA rules are complex and multi-faceted, and impact both employers and individual employees.

Employee Impact

The ACA requires most Americans to have medical insurance by January 1, 2014, and attempts to ensure that Americans have access to medical insurance they can afford, whether they get it from an employer, directly from an insurance company, or from an insurance company offering coverage through a government-sponsored exchange (i.e., a state exchange or, in states that don't have their own exchanges, like Texas, the Healthcare.gov website).

Employer Impact

In general, the ACA requires that any employer that has 50 or more full-time equivalent employees offer to at least 95 percent of its full-time employees and their dependents up to age 26 medical insurance coverage meeting certain minimum standards. Employers that do not offer such coverage must pay a monetary penalty each year to the federal government, known as the "shared responsibility payment." The ACA's definition of a full-time employee is an employee whose actual average monthly hours of service are 130 or more.

Measurement
Periods

*Standard
Measurement
Period*

The Standard Measurement Period is the "look back" period during which the College District must measure the hours of service of its ongoing employees in order to determine who qualifies as full-time under the ACA. Ongoing employees are those who joined the College District before the beginning of the Standard Measurement Period, so that they are employed for all 12 months of the Standard Measurement Period. The College District has selected the period of July 1 of each year through June 30 of the following year as the 12-month period for its Standard Measurement Period.

*Standard
Administrative
Period*

The Standard Administrative Period is the period after the end of the Standard Measurement Period during which the College District must evaluate each ongoing employee's work record to determine whether he or she averaged 130 hours or more of service per month during the Standard Measurement Period. During the Standard Administrative Period, the College District will make an offer of health insurance coverage to those ongoing employees determined to be full-time based on their hours worked during the immediately preceding Standard Measurement Period. The College District has selected July 1 through August 31 of each year as the

two-month Standard Administrative Period, which coincides with the College District's existing open enrollment period.

Standard Stability Period

The Standard Stability Period is the period during which ongoing employees who were determined to be full-time based on their hours worked during the Standard Measurement Period must continue to be treated as full-time and therefore eligible for coverage during the Standard Stability Period, regardless of their actual hours worked. [See Rehired Employees, below, for employees treated as having been terminated and rehired] The College District's Standard Stability Period coincides with the plan year of its medical plan and is the 12-month period from September 1 of each year through August 31 of the next year.

New Employees

The ACA does not permit an employer to wait until a new employee has completed a Standard Measurement Period to determine whether the employee is full-time. Thus, procedures are required to determine the full-time status of new employees under the ACA. These rules are similar to, but separate from, the rules for determining the full-time status of ongoing employees.

Full-Time

A new employee who, at commencement of employment, is reasonably expected to be full-time (i.e., averaging 30 or more hours per week), and who is not a seasonal employee, must be considered full-time for purposes of the ACA, beginning on his or her employment commencement date. (Note that for purposes of determining whether a new employee is full-time based on work expectation, the standard is 30 or more hours per week, not 130 per month.)

Once a new full-time employee has been employed for an entire Standard Measurement Period, the employee becomes an ongoing employee, and his or her status as full-time for purposes of the ACA is governed by the provisions of this policy regarding ongoing employees.

Non-Full-Time

A new employee who is hired as a part-time, seasonal, or variable-hour (i.e., who may reasonably be expected to sometimes work 30 or more hours per week and sometimes less) employee is not initially considered full-time, but his or her hours of service must be tracked during an Initial Measurement Period, as follows:

- New employees who are part-time, seasonal, or variable hour (hereinafter, "new non-full-time employees") are tested for ACA full-time status based on an Initial Measurement Period that begins on the first day of the first month following their hire date and ends a year later. Immediately following the end of a new non-full-time employees' Initial Measurement Period, there is a one-calendar-month Initial Administrative Period

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during which the new non-full-time employees' status as full-time or part-time is determined and during which any new non-full-time employees who are determined to have averaged 130 or more hours per month are offered coverage.

- A new non-full-time employee who averages 130 hours or more of service per month during his or her Initial Measurement Period and who is therefore determined to be full-time under the ACA will continue to be full-time for purposes of the ACA during his or her 12-month Initial Stability Period, which is the 12-month period immediately following his or her Initial Administrative Period, regardless of his or her actual hours of service during the Initial Stability Period. [See Rehired Employees, below, for employees treated as having been terminated and rehired]

Note that unless a new non-full-time employee is hired in June (other than June 1st) or on July 1st, his or her Initial Measurement Period will partially overlap his or her first Standard Measurement Period. A new non-full-time employee who does not average 130 hours or more of service per month during his or her Initial Measurement Period, but who does average 130 hours or more of service per month during the Standard Measurement Period that starts during his or her Initial Measurement Period, will be considered full-time under the ACA during the Standard Stability Period following such Standard Measurement Period, even though the first months of such Standard Measurement Period would otherwise include the last months of the employee's Initial Stability Period. In such a case, the employee's Initial Stability Period is effectively cut short.

Change of Status to Full-Time

If a new employee who is a non-full-time employee experiences a change in employment status before the end of his or her Initial Measurement Period, such that if the employee had begun employment in that new status, he or she would reasonably have been expected to be full-time under the 30-hour week standard [see New Employees – Full-Time, above], the employee will be considered full-time, and thus eligible for the College District's medical insurance plan, beginning on the first day of the calendar month after the change in employment status to full-time.

Rehired Employees

An employee who is terminated and rehired will be treated as a new employee upon rehire only if he or she was not credited with an hour of service with the College District for a period of at least 13 consecutive weeks immediately preceding the date of rehire. For purposes of applying this rule, whether an employee has an hour of service is determined after application of the rules for special unpaid leave. [See Rules for Special Unpaid Leave, below]

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Definition of Hours or Service	Under the ACA, “hours of service” is a term that generally includes actual hours worked, determined from payroll records, and hours for which the employee is paid, but does not work, such as paid vacation, holiday, illness, or disability.
Rules for Special Unpaid Leave	Under a special ACA rule, adjunct faculty members must be treated as having 2.25 hours for each contact hour, plus their hours performing other required duties, such as attendance at meetings.
Employee / Retiree Benefits Reserve Fund	The College District’s Employee/Retiree’s Benefits Reserve Fund is established with the general intent to provide funding toward employee/retiree health insurance in the event of a reduction or elimination of state funding that would lower the benefit to less than 100 percent funded for employee-only coverage, and less than 50 percent funding for eligible dependent coverage. Should the state impose a reduction in health insurance funding, the District President will present a plan to the Board for utilizing the fund to help off-set the cost of health insurance formerly paid by the state for benefits-eligible employees and retirees of the College District.
Tax-Sheltered Annuity	Tax-sheltered annuities are available to all benefits-eligible employees.
Supplemental Retirement Account	Full-time, benefits-eligible employees may elect to participate in a College District-sponsored supplemental tax-sheltered retirement plan that includes a dollar-for-dollar match of an employee’s contributions to an individual tax-sheltered retirement account (up to a maximum percentage match of the employee’s full-time salary that is approved as a line item in the budget by the Board each year). Employer contributions are subject to budget availability. Contributions to a State of Texas sponsored retirement plan (e.g., the Teacher Retirement System or the Optional Retirement Plan) do not qualify for the employer match. [See the plan document for the “Collin Invests” Enhanced Retirement Savings Plan for requirements and terms]
Educational Benefits	The Board will provide educational benefits for full-time College District employees through a tuition reimbursement program described in the College District’s procedures and guidelines for faculty and staff.
Tuition Waiver Policy	A full-time employee who resides outside Collin County will, upon submission of a written request and appropriate documentation to the College District’s financial aid office, receive a waiver of the difference between the out-of-county or out-of-state and in-county resident tuition.

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Relocation

Full-time employees who must relocate to accept a position with the College District may be eligible for a relocation allowance. In no case will the relocation allowance exceed actual documented expenses. Employees who received a relocation allowance reimbursement and who voluntarily terminate prior to completion of one year of employment will reimburse the College District for all relocation monies received, in accordance with the relocation agreement signed by the employee. The amount will be deducted from the final payroll check.

Wellness

Full-time faculty and staff may participate in any of the College District's wellness programs and receive matched time for their exercise efforts to a maximum of 30 minutes of paid time per day to a maximum of one and one-half hours per week. Employees will request approval from their supervisor prior to participation in a wellness program.

Note: For expression and use of College District facilities and distribution of literature by students and registered student organizations, see FLA. For use of the College District's internal mail system, see CHE.

Academic Freedom

All faculty members (full-time and associate) will be entitled to academic freedom and bear a concomitant dedication to academic responsibility. (The faculty subscribes to the principles expressed in the Statement of Academic Freedom and Responsibility adopted February 19, 1982, by the Texas Junior College Teachers' Association, the text of which is appended to and made an integral part of this document.) [See Statement of Purpose on Academic Freedom and Responsibility, below]

All faculty members enjoy the constitutional freedoms guaranteed to all citizens by the United States' Constitution and the Constitution of the State of Texas. In the classroom, teaching faculty members have the freedom to discuss any controversial matter and to voice opinions within areas of their professional competence. At the same time, they have an obligation to acquaint students with other scholarly opinions on the subject. Outside the classroom, faculty members are free from institutional censorship or discipline for exercising their rights as private citizens to express themselves freely on matters of public concern, to associate with persons or groups as they so choose, and to participate in political or other kinds of activities. When faculty and support staff speak or write as private citizens, however, they must bear in mind that their actions will inevitably be judged by the public and reflect upon their profession and institution. Therefore, faculty and support staff will strive for accuracy, exercise appropriate restraint, exhibit tolerance for differing opinions, and indicate clearly that they are not an official spokesperson for the College District.

The College District accepts the responsibility to foster and to encourage faculty and support staff to exercise their freedoms and to protect against acts that deny freedom of speech and the related freedoms to be heard, to study, to teach, to administer, and to pursue scholarly activity.

Faculty members acknowledge their responsibility to maintain professional competence in their fields of specialization and to be committed to effective teaching and student service.

Statement of Purpose on Academic Freedom and Responsibility

The Board believes that it is essential that the faculty have freedom in teaching, research, and publication. Faculty members must be free from the fear that others might threaten their professional careers because of differences of opinion regarding such scholarly

matters. To this end, the College District has adopted the following statement of purpose on academic freedom and responsibility.

The College District, like all other institutions of higher education, serves the common good, which depends upon uninhibited search for truth and its open expression. The points enumerated below constitute its position on academic freedom:

1. Faculty members are appointed to impart to their students and to their communities the truth as they see it in their respective disciplines. The teacher's right to teach preserves the student's right to learn.
2. The mastery of a subject makes a faculty member a qualified authority in that discipline and competent to choose how to present its information and conclusions to students. The following are among the freedoms and responsibilities that should reside primarily with the faculty, with the advice and consent of the appropriate dean of instruction: planning and revising curricula, selecting textbooks and readings, selecting classroom films and other teaching materials, choosing instructional methodologies, assigning grades, and maintaining classroom discipline.
3. Faculty members are citizens, and, therefore, possess the rights of citizens to speak freely outside the classroom on matters of public concern and to participate in lawful political activities.
4. Prior restraint or sanctions will not be imposed upon faculty members in the exercise of their rights as citizens or duties as teachers. Nor will faculty members fear reprisals for exercising their civic rights and academic freedom.
5. Faculty members have a right to expect the Board and the College District's administrators to uphold vigorously the principles of academic freedom and to protect the faculty from harassment, censorship, or interference from outside groups and individuals.

The academic freedom of the College District faculty members will be accompanied by equally compelling obligations and responsibilities to their profession, their students, the College District, and their community. Faculty members will defend the rights of academic freedom while accepting willingly the responsibilities enumerated below:

1. Faculty members will be judicious in the introduction of material in the classroom without forfeiting the instructional benefits of controversy.

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2. Faculty members are entitled to all rights and privileges of academic freedom in the classroom while discussing the subjects they teach. No faculty member, however, will attempt to force on his or her students a personal viewpoint intolerant of the rights of others to hold or express diverse opinions. Faculty members will not act in a manner that is perceived as being abusive, either physically or verbally, by their students.
3. Faculty members will recognize their responsibility to maintain competence in their disciplines through continued professional development and to demonstrate that competence through consistently adequate preparation and performance.
4. Faculty members will recognize that the public will judge their institution and their profession by their public conduct. Therefore, faculty members will always make clear that the views they express are their own and will avoid creating the impression that they speak or act on behalf of the College District or of their profession.
5. Faculty members will recognize their responsibility to adhere to the policies and procedures of the institution. Therefore, faculty members who have differences of opinion with existing or proposed policies or procedures will express these views through the standing committee structure of the College District or their supervising administrators.

**Expressive Activities
by Employees in
Common Outdoor
Areas**

Common outdoor areas are designated by state law as traditional public forums.

For purposes of this policy, the terms “expressive activities” and “common outdoor areas” are defined in GD(LOCAL).

All College District employees may engage in expressive activities in common outdoor areas, unless:

1. The person’s conduct is unlawful ([i.e. obscenity, defamation, incitement of lawless action, true threats, fighting words, or intimidation as defined in FLA\(LOCAL\)](#));
2. The use would constitute an immediate and actual danger to the peace or security of the College District that available law enforcement officials could not control with reasonable efforts;
3. The use would materially or substantially disrupt or disturb [the regular academic programs or other College operations](#); ~~or~~
4. The use would result in damage to or defacement of property.
5. [The material constitutes harassment, which means material that is \(i\) hostile, threatening, or intimidating, \(ii\) directed at a](#)

specific person or persons, and (iii) is sufficiently severe, pervasive or persistent, and objectively offensive that it would cause an ordinary and reasonable person to fear violence or bodily harm or creates an objectively hostile or threatening campus environment that unreasonably interferes with the person's ability to access or participate in a College District activity, program, service, or privilege; or

4.6. The material constitutes discriminatory harassment based on membership in a protected class recognized under state or federal law and is sufficiently severe or pervasive to create an objectively hostile campus or academic environment that unreasonably interferes with or diminishes another individual's ability to participate in or benefit from an activity, program, service, or privilege provided by the College District. [See DIAA, DIAB, FFDA, and FFDB for examples of discriminatory harassment based on membership in a protected class.]

Employees do not need a College District permit or a prior reservation for the exercise of expressive activities in common outdoor areas of the College District. Expressive activity may occur in those common outdoor areas of the College District that are not in use by others.

However, employees may, and are encouraged to, reserve a space to assemble in the common outdoor areas of the College District. Once a person or group reserves a certain space in a common outdoor area for assembly or expressive activities, it is not available for another person's or group's use or reservation at the same time. Therefore, any person or group using or occupying the space without a reservation must yield control of the space in time to permit any user with a reservation to begin using the space promptly at the beginning of the reserved time.

In addition, when outdoor space is being used, even on a temporary basis, for College District business, operations, events, an educational function, or a research function, it is not part of the common outdoor area available for use for others' expressive activities.

Reservations for assembly or expressive activities in the common outdoor areas of the College District may be made through the Conference Services Department on a form prescribed by them or through a request sent to reserveCOA@collin.edu. If the expected attendance at an assembly or expressive activity is 15 or more people, advance notice and a reservation of no less than two weeks is recommended. Persons and organizations are encouraged to seek a reservation of a space that is suited to their assembly's anticipated size.

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Time, Place, and
Manner Rules for
Common Outdoor
Areas

In addition to the specific rules addressed in this policy and in DGD, expressive activities by employees in common outdoor areas are subject to the time, place, and manner rules listed in GD(LOCAL).

Facilities Use

Other than the use of common outdoor areas, the facilities of the College District will be made available to employees or employee organizations, when such use does not conflict with use by, or any of the policies and procedures of, the College District. The requesting employees or employee organization will pay all expenses incurred by their use of the facilities in accordance with a fee schedule developed by the District President or designee.

An “employee organization” is an organization composed only of College District faculty and staff or an employee professional organization.

The distribution of materials by employees or employee organizations in College District common outdoor areas is subject to the same policies set out in GD.

Requests

To request permission to meet in College District facilities, interested employees or employee organizations will file a written request with the facilities scheduling coordinator in accordance with administrative procedures.

The employees or the employee organization making the request will indicate that they have read and understand the policies and rules governing use of College District facilities and that they will abide by those rules.

Employees may, and are encouraged to, reserve a space to assemble in the common outdoor areas of the College District. Once a person or group reserves a certain space in a common outdoor area for assembly or expressive activities, it is not available for another person’s or group’s use or reservation at the same time. Therefore, any person or group using or occupying the space without a reservation must yield control of the space in time to permit any user with a reservation to begin using the space promptly at the beginning of the reserved time. [See GD]

Approval

Other than the use of common outdoor areas, the ~~Vice President/Provost~~ campus provost of each campus will approve or reject the request for use of College District facilities in accordance with provisions and deadlines set out in this policy, GF(LOCAL), and administrative procedures, without regard to the religious, political, philosophical, ideological, academic viewpoint, or other content of the speech likely to be associated with the employees’ or employee organization’s use of the facility.

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Approval will not be granted when the official has reasonable grounds to believe that:

1. The College District facility requested is unavailable, inadequate, or inappropriate to accommodate the proposed use at the time requested;
2. The applicant is under a disciplinary penalty or sanction prohibiting the use of the facility;
3. The proposed use includes nonpermissible solicitation;
4. The proposed use would constitute an immediate and actual danger to the peace or security of the College District that available law enforcement officials could not control with reasonable efforts;
5. The applicant owes a monetary debt to the College District and the debt is considered delinquent;
6. The proposed activity would disrupt or disturb the regular academic program;
7. The proposed use would result in damage to or defacement of property or the applicant has previously damaged College District property; or
8. The proposed activity would constitute an unauthorized joint sponsorship with an outside group.

The ~~Vice President/Provost~~ campus provost, Director of Auxiliary Services, or a designee will provide the applicant a written statement of the grounds for rejection if a request for use of the facilities is denied.

Announcements and Publicity

In accordance with administrative procedures, all employees and employee organizations will be given access on the same basis for making announcements and publicizing their meetings and activities.

Identification

Employees and employee organizations using College District facilities must provide identification when requested to do so by a College District representative or College District police officer.

Violations of Policy

Failure to comply with this policy and procedures regarding use of College District common outdoor areas, College District facilities, or distribution of literature will result in appropriate administrative action, including but not limited to, the suspension of the individual's or organization's use of College District facilities and/or the confiscation or discarding of nonconforming materials. An em-

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ployee who fails to comply with or violates this policy may be disciplined under applicable procedures provided by other College District policies and rules, and may be referred to a supervisor, dean, or the Human Resources Department for disciplinary action. ~~Community members or off-campus organizations who violate the rules in this policy may also be subject to criminal trespass charges or other lawful measures.~~

Interference with Expressive Activities in Common Outdoor Areas

Employees who interfere with the expressive activities permitted by this policy will be subject to disciplinary action in accordance with the College District's discipline policies and procedures [see DH, FM, and FMA].

Appeals

Decisions made by the administration in accordance with this policy may be appealed in accordance with DGBA(LOCAL) or FLD(LOCAL), as applicable. Unless there is an extension or exigent circumstances, the appeal shall be heard within ten (10) College District business days of the filing of the appeal.

Publication

This policy and associated procedures must be posted on the College District's website and distributed to employees in appropriate publications.

Note: This policy addresses complaints of discrimination, harassment, and retaliation based on race, color, national origin, religion, age, 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 student on the basis of race, color, national origin, disability, religion, age, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy and is prohibited.

Discrimination

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

Discrimination based on race, color, or national origin includes discrimination, including harassment, based on an individual's actual or perceived: (i) shared ancestry or ethnic characteristics; or (ii) citizenship or residency in a country with a dominant religion or distinct religious identity. This prohibition encompasses, but is not limited to, antisemitism and discrimination based on religion, including but not limited to discrimination against students of any faith, or of other religions when based on shared ancestry, ethnic characteristics, or citizenship or residency in a country with a dominant religion or distinct religious identity.

"Antisemitism" has the meaning found in Section 448.001 of the Texas Government Code, which "means a certain perception of Jews that may be expressed as hatred toward Jews. The term includes rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities." This definition is provided in policy in accordance with Executive Order GA-44 (2024)

**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, disability, age, 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.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or

practices, accent, skin color, religious attire, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name-calling, slur ethnic, racial, or ancestral slurs, or rumors; physical aggression or assault; display of graffiti, symbols, 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.

False Claims

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College District investigation regarding discrimination or harassment will be subject to appropriate disciplinary action.

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 will immediately notify the appropriate College District official listed in this policy and will 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 will 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 will 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, unless the person is

	disclosing information as required for inclusion in the College District's annual security report under the Clery Act. [See GCC]
Responsible Employee	For purposes of this policy, a "responsible employee" is an employee: <ol style="list-style-type: none">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.
Definition of College District Officials	For the purposes of this policy, College District officials are the ADA/Section 504 coordinator, Title IX coordinators and Deputy coordinators, designated leadership team members, and the District President.
ADA / Section 504 Coordinator	Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The College District designates the following persons to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:
ADA / Section 504 Coordinator for Students	Name: Terrence Brennan Position: District Dean of Students Address: 3452 Spur 399, McKinney, TX 75069 Telephone: (972) 881-5734
ADA / Section 504 Coordinator for Employees	Name: Dr. Jennifer DuPlessis Position: Chief Human Resources Officer Address: 3452 Spur 399, McKinney, TX 75069 Telephone: (972) 985-3702
Other Anti-discrimination Laws	The District President or <u>a</u> designee will serve as coordinator for purposes of College District compliance with all other antidiscrimination laws, <u>including Title VI</u> .

**Complaints
Involving
Academic
Adjustments or
Accommodations
for Students**

Complaints over the denial of or a decision pertaining to academic adjustments or accommodations for students must be submitted by a student to the College District's ACCESS office within fifteen (15) College District business days of the date of the denial or decision by the ACCESS office.

The executive vice president or designee will adopt procedures for the informal and formal resolution of such complaints. The procedures will be posted on the College District's website.

The procedures will include an ACCESS Appeals Board and a method for which faculty may challenge an academic adjustment or accommodation decision if they believe the adjustment or accommodation could result in a fundamental alteration. For purposes of this policy, a fundamental alteration is a change to a program, service, or activity that significantly changes the essential nature of the program, service, or activity (i.e. course design or degree requirements).

Faculty will consult directly with the associate dean of counseling and ACCESS or through applicable procedures for complaints involving a fundamental alteration.

The procedures will also include multiple levels of appeals up to the vice president of student and enrollment services or designee. The decision of the vice president of student and enrollment services or designee is final and non-appealable for all complaints involving the denial of or a decision pertaining to academic adjustments or accommodations for students.

**Alternative
Reporting
Procedures**

A student will not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the ADA/Section 504 coordinators, may be directed to the District President.

A report against the District President may be made directly to the Board. If a report is made directly to the Board, the Board will appoint an appropriate person to conduct an investigation.

Timely Reporting

Reports of prohibited conduct will 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.

**Investigation of the
Report**

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

Initial Assessment	<p>Upon receipt or notice of a report, the College District official will determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official will immediately authorize or undertake an investigation, except as provided below at Criminal Investigation.</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 rules or regulations, the College District official will refer the complaint for consideration under the appropriate policy.</p>
Interim Action	<p>If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the College District will promptly take interim action calculated to address prohibited conduct prior to the completion of the College District's investigation.</p>
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 will 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>
Criminal Investigation	<p>If a law enforcement or regulatory agency notifies the College District that a criminal or regulatory investigation has been initiated, the College District will confer with the agency to determine if the College District's investigation would impede the criminal or regulatory investigation. The College District will proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has completed gathering its evidence, the College District will promptly resume its investigation.</p>
Concluding the Investigation	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the College District to delay its investigation, the investigation should be completed within 60 College District business days from the date of the report; however, the investigator will take additional time if necessary to complete a thorough investigation.</p>

	<p>The investigator will prepare a written report of the investigation. The report will be filed with the College District official overseeing the investigation.</p>
<i>Notification of the Outcome</i>	<p>The College District will provide written notice of the outcome, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the victim and the person against whom the complaint is filed.</p>
College District Action	<p>If the results of an investigation indicate that prohibited conduct occurred, the College District will promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct, in accordance with College District policy and procedures [see FM and FMA].</p>
Prohibited Conduct	
<i>Corrective Action</i>	<p>Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the College District community, counseling for the victim and the student who engaged in prohibited conduct, 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.</p>
Improper Conduct	<p>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.</p>
Confidentiality	<p>To the greatest extent possible, the College District will 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.</p>
Appeal	<p>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] A party will be informed of his or her right to file a complaint with the U.S. Department of Education Office for Civil Rights.</p>
Records Retention	<p>Retention of records will be in accordance with the College District's records retention procedures. [See CIA]</p>

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

Distribution of Literature

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the College District will not be sold, circulated, distributed, or posted on any College District premises by any College District student or registered student organization [see FKC], except in accordance with this policy.

The College District will not be responsible for, nor will the College District endorse, the contents of any materials or literature distributed by students or registered student organizations that are not sponsored by the College District.

Materials distributed under the supervision of instructional personnel as a part of instruction or other authorized classroom activities will not be governed by this policy.

[For distribution of materials in College District facilities and common outdoor areas by nonstudents and organizations that are not registered student organizations, see GD]

Limitations on Content

Nonschool materials or literature will not be distributed by students or registered student organizations on College District property if:

1. The materials are obscene. Obscenity is a writing, visual image, or performance as defined in Section 43.21 of the Texas Penal Code (or successor provisions).
2. The materials contain defamatory statements. ~~about public figures or others.~~ Defamation is a false statement of fact about another individual that holds the individual up to hatred, ridicule, or contempt and that is not otherwise privileged. If the defamed person is a private individual, the question is whether the speaker knew or should have known that the statement was false. If the defamed person is a public official or public figure, the question is whether the statement was made with knowledge of the falsity or with reckless disregard of the truth.
3. The materials advocate imminent lawless ~~or disruptive~~ action and are likely intended to incite or produce such action.
4. The materials contain a true threat, which is a serious expression of an intent to commit an act of unlawful violence to a particular individual or group of individuals. The speaker of a true threat need not intend to inflict actual harm; the question is whether the speaker consciously disregarded a substantial risk that the communications would be viewed as threatening violence.

- 4.5. The materials constitute intimidation, which is a type of true threat where a speaker directs a threat to a person or group of persons with the intent of placing the victim(s) in fear of bodily harm or death.
6. The materials constitute fighting words, which are personally abusive epithets that when addressed to ordinary citizens, are, as a matter of common knowledge, inherently likely to provoke a violent reaction.
- 5.7. The materials constitute harassment, which means material that is (i) hostile, threatening, or intimidating, (ii) directed at a specific person or persons, and (iii) is sufficiently severe, pervasive or persistent, and objectively offensive that it would cause an ordinary and reasonable person to fear violence or bodily harm or creates an objectively hostile or threatening campus environment that unreasonably interferes with the person's ability to access or participate in a College District activity, program, service, or privilege.
- ~~6.8. The materials are considered prohibited harassment. The materials constitute discriminatory harassment based on membership in a protected class recognized under state or federal law and is sufficiently severe or pervasive to create an objectively hostile campus or academic environment that unreasonably interferes with or diminishes another individual's ability to participate in or benefit from an activity, program, service, or privilege provided by the College District. [See DIAA, DIAB, FFDA, and FFDB for examples of unlawful harassment based on membership in a protected class.]~~
- 7.9. The materials constitute nonpermissible solicitation. [See FI]
- 8.10. The materials infringe upon intellectual property rights of the College District. [See CT]

Time, Place, and
Manner Rules

The vice president for student and enrollment services or designee will designate times, locations, and means by which materials or literature that are appropriate for distribution, as provided in this policy, may be made available or distributed by students or registered student organizations to students or others in College District facilities and in areas that are not considered common outdoor areas.

Distribution of the materials will be conducted in a manner that:

1. Is not disruptive; [See FLB]
2. Does not impede reasonable access to College District facilities;

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3. Does not result in damage to College District property;
4. Does not coerce, badger, or intimidate a person;
5. Does not interfere with the rights of others; and
6. Does not violate local, state, or federal laws or College District policies and procedures.

The distributor will clean the area around which the literature was distributed of any materials that were discarded or leftover.

Petitions, Handbills,
and Literature

This section is covered in the [campus](#) provost's office at each campus.

Each petition, handbill, or piece of literature submitted for approval for distribution will include the name of the person or organization wanting to distribute it.

A person or organization will be prohibited from publicly distributing on College District property any nonschool literature that is obscene or libelous or that contains nonpermissible solicitation. Distribution of nonschool literature will be conducted so as not to interfere with the free and unimpeded flow of pedestrian and vehicular traffic or disturb or interfere with academic or institutional activities.

A person or organization will not distribute nonschool literature by accosting individuals or by hawking or shouting. The distributor will ensure the area around which the nonschool literature was distributed is clean and free of discarded or leftover materials.

Signs

For the purposes of this policy, "sign" will be defined as a billboard, decal, notice, placard, poster, banner, or any kind of hand-held sign; and "posting" will be defined as any means used for displaying a sign.

"Nonpermissible sign" will mean a sign that contains material that is obscene, libelous, or includes nonpermissible solicitation and/or is larger than 11 inches by 17 inches, unless authorized by the director of student life.

A person or organization will not post a nonpermissible sign. [See FI and GD]

A student, registered student organization, department, or community member may publicly post a sign on College District property in areas or locations designated by the assistant director of student engagement in conjunction with the campus provost/~~vice president~~ and the campus manager of facilities or in common outdoor areas as allowed by policy GD. No object other than a sign may be posted on College District property.

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Before publicly posting a sign on College District facilities (outside of common outdoor areas), a student or registered student organization will:

1. Deliver a copy, photograph, or description of the sign to be posted.
2. Provide pertinent information including:
 - a. The name and phone number of the student, registered student organization, department, or community member;
 - b. The proposed general location for posting the sign;
 - c. The length of time the sign will be posted; and
 - d. The signature of the student, authorized representative, and/or adviser.

Rules

Upon receipt, the appropriate student engagement office staff will ensure that the pertinent information listed above is included and that the following guidelines are applied:

1. Approved items, with a maximum size of 11 inches by 17 inches will be posted neatly on appropriate bulletin boards by student engagement office personnel, subject to space availability;
2. Each item to be posted will receive an approval stamp dated and signed by student engagement office personnel;
3. Materials will generally be approved for a maximum period of four weeks; and
4. Materials that do not conform to these posting guidelines will be subject to immediate removal.

A sign will not be:

1. Attached to:
 - a. A shrub or plant;
 - b. A tree, except by string to its trunk;
 - c. A permanent sign installed for another purpose;
 - d. A fence or chain or its supporting structure;
 - e. A brick, concrete, or masonry structure; or
 - f. A statue, monument, or similar structure.

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2. Posted:
 - a. On or adjacent to a fire hydrant;
 - b. Outside of a common outdoor area; or
 - c. In a College District building, except on a bulletin board designated for that purpose.

Removal

The student life office will remove all signs no later than one week after the expired approval stamp date. A sign posted or attached in accordance with the provisions of this policy will not be removed by anyone without permission from the director of student life.

Classroom Bulletin
Boards

Bulletin boards located inside and directly outside each classroom will be under the jurisdiction of the campus provost on each individual campus or designee.

**Expressive Activities
by Students or
Student
Organizations in
Common Outdoor
Areas**

Common outdoor areas are designated by state law as traditional public forums.

For purposes of this policy, the terms “expressive activities” and “common outdoor areas” are defined in GD(LOCAL).

Students and student organizations may engage in expressive activities in common outdoor areas, unless:

1. The person’s conduct is unlawful (i.e. obscenity, defamation, incitement of lawless action, true threats, fighting words, or intimidation as defined above in this policy);
2. The use would constitute an immediate and actual danger to the peace or security of the College District that available law enforcement officials could not control with reasonable efforts;
3. The use would materially or substantially disrupt or disturb the regular academic program or other College operations; ~~or~~
4. The use would result in damage to or defacement of property;
5. The material constitutes harassment, which means material that is (i) hostile, threatening, or intimidating, (ii) directed at a specific person or persons, and (iii) is sufficiently severe, pervasive or persistent, and objectively offensive that it would cause an ordinary and reasonable person to fear violence or bodily harm or creates an objectively hostile or threatening campus environment that unreasonably interferes with the person’s ability to access or participate in a College District activity, program, service, or privilege; or

6. The material constitutes discriminatory harassment based on membership in a protected class recognized under state or federal law and is sufficiently severe or pervasive to create an objectively hostile campus or academic environment that unreasonably interferes with or diminishes another individual's ability to participate in or benefit from an activity, program, service, or privilege provided by the College District. [See DIAA, DIAB, FFDA, and FFDB for examples of discriminatory harassment based on membership in a protected class.]

Consistent with Section 51.9315(g) of the Texas Education Code, the College may not take action against a student organization or deny a student organization any benefit on the basis of a political, religious, philosophical, ideological, or academic viewpoint expressed by the organization or of any expressive activities of the organization. The prohibition on harassment in this policy applies, however, when the words or conduct satisfy the definition of harassment as stated in items (5) and (6) above.

Students or student organizations do not need a College District permit or reservation for the exercise of expressive activities in common outdoor areas of the College District. Expressive activity may occur in those common outdoor areas of the College District that are not in use by others.

However, students and student organizations may, and are encouraged to, reserve a space to assemble in the common outdoor areas of the College District. Once a person or group reserves a certain space in a common outdoor area for assembly or expressive activities, it is not available for another person's or group's use or reservation at the same time. Therefore, any person or group using or occupying the space without a reservation must yield control of the space in time to permit any user with a reservation to begin using the space promptly at the beginning of the reserved time.

In addition, when outdoor space is being used, even on a temporary basis, for College District business, operations, events, an educational function, or a research function, it is not part of the common outdoor area available for use for others' expressive activities.

Reservations for assembly or expressive activities in the common outdoor areas of the College District may be made through the Conference Services Department on a form prescribed by them or through a request sent to reserveCOA@collin.edu. If the expected attendance at an assembly or expressive activity is 15 or more people, advance notice and a reservation of no less than two

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weeks is recommended. Persons and organizations are encouraged to seek a reservation of a space that is suited to their assembly's anticipated size.

Time, Place, and
Manner Rules for
Common Outdoor
Areas

In addition to the specific rules addressed in this policy for Distribution of Literature, expressive activities by students or student organizations in common outdoor areas are subject to the time, place, and manner rules listed in GD(LOCAL).

Facilities Use

Other than the use of common outdoor areas, the facilities of the College District will be made available to students or registered student organizations [see FKC] when such use does not conflict with use by, or any of the policies and procedures of, the College District. The requesting students or student organization will pay all expenses incurred by their use of the facilities in accordance with a fee schedule developed by the Board.

The use of and the distribution of materials in College District common outdoor areas are subject to the policies set out in GD.

Requests

To request permission to meet in College District facilities, interested students or registered student organizations will submit a request through Cougar Connect with the Office of Student Engagement in accordance with administrative procedures.

The students or the registered student organization making the request will indicate that they have read and understand the policies and rules governing use of College District facilities and that they will abide by those rules.

Students and student organizations may, and are encouraged to, reserve a space to assemble in the common outdoor areas of the College District. Once a person or group reserves a certain space in a common outdoor area for assembly or expressive activities, it is not available for another person or group's use or reservation at the same time. Therefore, any person or group using or occupying the space without a reservation must yield control of the space in time to permit any user with a reservation to begin using the space promptly at the beginning of the reserved time.

Approval

The assistant director of student engagement will approve or reject the request in accordance with provisions of and deadlines set out in this policy and administrative procedures, without regard to the religious, political, philosophical, ideological, academic viewpoint, or other content of the speech likely to be associated with the student's or registered student organization's use of the facility.

Approval will not be granted when the official has reasonable grounds to believe that:

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1. The College District facility requested is unavailable, inadequate, or inappropriate to accommodate the proposed use at the time requested;
2. The applicant is under a disciplinary penalty or sanction prohibiting the use of the facility;
3. The proposed use includes nonpermissible solicitation [see FI];
4. The proposed use would constitute an immediate and actual danger to the peace or security of the College District that available law enforcement officials could not control with reasonable efforts;
5. The applicant owes a monetary debt to the College District and the debt is considered delinquent;
6. The proposed activity would disrupt or disturb the regular academic program;
7. The proposed use would result in damage to or defacement of property or the applicant has previously damaged College District property; or
8. The proposed activity would constitute an unauthorized joint sponsorship with an outside group.

The assistant director of student engagement will provide the applicant a written statement of the grounds for rejection if a request is denied.

Identification

Students or registered student organizations distributing materials on campus or using College District facilities will provide identification when requested to do so by a College District representative or College District police officer.

**Violations of Policy
Regarding Common
Outdoor Areas**

Failure to comply with this policy and procedures regarding use of College District common outdoor areas, College District facilities, or distribution of literature will result in appropriate administrative action, including but not limited to, the suspension of the individual's or organization's use of College District facilities and/or the confiscation or discarding of nonconforming materials. A student or student organization who fails to comply with or violates this policy may be disciplined under applicable procedures provided by other College District policies and rules, including the student handbook, and may be referred to the Dean of Students Office for disciplinary action.

Interference with Expressive Activities in Common Outdoor Areas

Students or student organizations that interfere with the expressive activities permitted by this policy will be subject to disciplinary action in accordance with the College District's discipline policies and procedures [see DH, FM, and FMA].

Appeals

With the exception of disciplinary decisions processed under Policies FM and FMA, a student who is aggrieved by a violation of this policy or by an administrative decision under this policy may file a complaint and seek review. Decisions made by the administration in accordance with this policy may be appealed in accordance with DGBA(LOCAL) or FLD(LOCAL), as applicable. Unless there is an extension or exigent circumstances, the appeal will be heard within ten (10) College District business days of the filing of the appeal.

Publication

This policy and associated procedures must be posted on the College District's website and distributed in the student handbook. They must also be distributed to students at orientation.

Use of Facilities and Grounds by Students and Registered Student Organizations

The facilities and grounds of the College District will be made available to students or registered student organizations [see FKC] when such use does not conflict with use by, or any of the policies and procedures of, the College District. The requesting students or student organization will pay all expenses incurred by their use of facilities in accordance with a fee schedule developed by the Board.

Requests

To request permission to meet or host a speaker in College District facilities, interested students or registered student organizations will file a written request through OrgSync with the Office of Student Engagement in accordance with administrative procedures.

The students or the registered student organization making the request will indicate that they have read and understand the policies and rules governing use of College District facilities and that they will abide by those rules.

Approval

The assistant director of student engagement will approve or reject the request in accordance with provisions and deadlines set out in this policy and administrative procedures, without regard to the religious, political, philosophical, ideological, academic viewpoint, or other content of the speech likely to be associated with the student's or registered student organization's use of the facility.

Approval will not be granted when the official has reasonable grounds to believe that:

1. The College District facility requested is unavailable, inadequate, or inappropriate to accommodate the proposed use at the time requested;

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2. The applicant is under a disciplinary penalty or sanction prohibiting the use of the facility;
3. The proposed use includes nonpermissible solicitation [see FI];
4. The proposed use would constitute an immediate and actual danger to the peace or security of the College District that available law enforcement officials could not control with reasonable efforts;
5. The applicant owes a monetary debt to the College District and the debt is considered delinquent;
6. The proposed activity would disrupt or disturb the regular academic program;
7. The proposed use would result in damage to or defacement of property or the applicant has previously damaged College District property; or
8. The proposed activity would constitute an unauthorized joint sponsorship with an outside group.

The assistant director of student engagement will provide the applicant a written statement of the grounds for rejection if a request is denied.

Announcements
and Publicity

In accordance with administrative procedures, all students and registered student organizations will be given access on the same basis for making announcements and publicizing their meetings and activities.

~~Identification~~

~~Students or registered student organizations distributing materials on campus or using College District facilities will provide identification when requested to do so by a College District representative.~~

Violations of Policy
Regarding Use of
Facilities

Failure to comply with this policy and associated procedures regarding the use of facilities will result in appropriate administrative action, including but not limited to, confiscation of nonconforming materials, suspension of a student's or registered student organization's use of College District facilities, and/or other disciplinary action in accordance with the College District's discipline policies and procedures [see FM and FMA].

Interference with
Expression

Faculty members, students, or student organizations that interfere with the expressive activities permitted by this policy will be subject to disciplinary action in accordance with the College District's discipline policies and procedures [see DH, FM, and FMA].

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Appeals

Decisions made by the administration with respect to students or student organizations in accordance with this policy may be appealed in accordance with DGBA(LOCAL) or FLD(LOCAL), as applicable.

Publication

This policy and associated procedures must be posted on the College District's website and distributed in the student handbook. They must also be distributed to students at orientation.

Note: For expression and use of College District facilities and distribution of literature by students and registered student organizations, see FLA. For expression and use of College District facilities by employees and employee organizations, see DGC. For use of the College District's internal mail system, see CHE.

Use of College District Facilities

The College District's facilities and property are intended primarily for the support of the instructional programs of the College District and for the support of programs conducted or sponsored by the College District's academic and administrative departments or organizations affiliated with those departments.

Definitions

As used within this policy, the terms "disrupt," "disruptive," "disturb," and "disturbances" are defined as activities or actions that cause disorder or turmoil in the College District's, classes, programs and services or that interfere with or interrupt planned activities, or other operations of the College District by noise or movement.

As used within this policy, the term "expressive activities" means any speech or expressive conduct protected by the First Amendment to the United States Constitution or by Section 8, Article I, Texas Constitution, and which includes assemblies, protests, speeches, the distribution of written material, the carrying of signs, and the circulation of petitions. The term does not include commercial speech such as advertisements for products or services.

As used within this policy, the term "amplified sound" means sound whose volume is increased by any electric, electronic, mechanical, or motor-powered means, such as by a megaphone. The use of a single microphone for a guest speaker, shouting, chanting, and playing acoustic musical instruments are exempt from this definition and are not subject to the special rules on amplified sound, but are subject to the general rules on disruption.

As used within this policy, the term "guest speaker" means an individual speaker or performer who is not a student, faculty member, employee, or Board member of the College District.

Limited Public Forum and Public Assembly Use

The buildings, classrooms, libraries, facilities, grounds, and property owned or controlled by the College District are not a traditional public forum open for assembly, debate, demonstrations, or similar activities by members of the general public, subject to some exceptions, and applicable state law concerning common outdoor areas. [See GD(LEGAL)]

For-Profit Use

The College District does not permit individuals or for-profit organizations to use its facilities for their own financial gain, including for marketing, promotional, course instruction, or other profit-generating activities. The College District does not permit private academic instruction, courses, or student recruitment by individuals or by for-profit organizations at its facilities. This does not exclude institutions of higher education or third-party organizations from participating in College District-approved or -sponsored transfer and recruitment fairs.

The College District does permit the rental of College District facilities for third-party corporate or employee training programs and educational testing, as well as for public meetings, performances, and presentations so long as no admission fee is charged, when these activities do not conflict with College District use or with this policy.

Nonprofit Use

The College District may permit nonprofit organizations to rent space and host events on College District property when these activities do not conflict with College District use or with this policy.

Private Use

College District facilities are not available for use or for rental to individuals for private gatherings sponsored by private individuals.

Fundraising Use

Only civic, educational, and student organizations and individuals authorized by the College District are allowed to sponsor and engage in fundraising activities using College District facilities. All external requests must be submitted for approval to Conference Services.

Campaign-Related Use

The College District permits open forums and town hall events scheduled through Conference Services or hosted by the College District for elected officials and those who have filed to run for elected office, based on space availability and adherence to the College District's standard room reservation approval process. However, except to the extent a College District facility is used as an official polling place, College District facilities are not available for use by individuals or groups for political advertising, campaign communications, or electioneering, as those terms are used in state law. [See Election/Campaign Signs and Tents, below]

In accordance with the Texas Election Code, the following definitions will apply:

1. "Political Advertising" means a communication supporting or opposing a candidate for nomination or election to a public office or office of a political party, a political party, a public officer, or a measure that:

- a. In return for consideration, is published in a newspaper, magazine, or other periodical or is broadcast by radio or television; or
 - b. Appears:
 - (1) In a pamphlet, circular, flier, billboard or other sign, bumper sticker, or similar form of written communication; or
 - (2) On an internet website.
2. "Campaign communication" means a written or oral communication relating to a campaign for nomination or election to public office or office of a political party or to a campaign on a measure.
3. "Electioneering" includes the posting, using, or distributing political signs or literature:
- a. During the time an early voting polling place is open for the conduct of early voting, a person may not electioneer for or against any candidate, measure, or political party in or within 100 feet of an outside door through which a voter may enter the building or structure in which the early voting polling place is located.
 - b. The entity that owns or controls a public building being used as an early voting polling place may not, at any time during the early voting period, prohibit electioneering on the building's premises outside of the area described in 1.b, above, but may enact reasonable regulations concerning the time, place, and manner of electioneering.

The College District does not permit external individuals or groups to use College District facilities to access students, faculty, or staff for private purposes, including gathering signatures for petitions. Limited public forum areas are designated at each campus for this purpose. [See GD(LEGAL)]

Recreational Use

Approval from the Conference Services Department is required for use of the College District's indoor and outdoor recreational facilities, such as the gym, tennis courts, and the like when the facilities are not in use by the College District or for another scheduled purpose.

Emergency Use

In case of emergencies or disasters, the District President or designee may authorize the use of College District facilities by civil defense, health, or emergency service authorities.

**Expressive Activities
in Common Outdoor
Areas**

Community members may only engage in expressive activities in common outdoor areas (as defined in this policy) of the College District, as long as the conduct is not unlawful and does not materially and substantially disrupt the functioning and operations of the College District. Common outdoor areas are designated by state law as traditional public forums.

To preserve the functions and operations of the College District, expressive activities in common outdoor areas are subject to the time, place, and manner rules listed in this policy.

The “common outdoor areas” of the College District mean: (1) any outdoor space (such as streets, sidewalks, gathering spaces), (2) that is at least 20 feet from any College District building or area of ingress or egress to buildings, including classrooms, and (3) that is not used, on either a permanent or temporary basis, for the College District’s:

1. Business or operations;
2. Sponsored events;
3. Educational functions; or
4. Research functions.

Common outdoor areas do not include the buildings, classrooms, libraries, facilities, student housing or residential outdoor spaces managed by the College District, the outdoor surfaces of college buildings, the surfaces associated with or connected to a college building, a college structure, the spaces dedicated to temporary outdoor banners, the spaces dedicated to temporary outdoor exhibits, or any other space within the College District’s limited public forum.

**Requests for Use of
Facilities**

To request permission to meet in College District facilities or limited public forums, interested community members or organizations will file a written application with the Conference Services Department in accordance with administrative procedures.

The community members or organization making the request will indicate that they have read and understand the policies and rules governing use of College District facilities and that they will abide by those rules. The application will be submitted at least ten business days prior to the proposed use but not more than four months prior to the proposed use for all spaces other than conference centers. Conference centers may be booked no more than 12 months in advance. Requests for exceptions to the timeline may be approved by the Conference Services Department. Use of College

District facilities may not commence until it is approved, in writing, by the Conference Services Department.

Requests for community use of College District facilities will be considered on a first-come, first-served basis. However, requests received on the same day will be prioritized as follows:

1. Classroom instruction and other official College District functions and programs;
2. Requests by recognized student organizations and employee organizations;
3. Activities sponsored by non-College District, nonprofit organizations that are open to the public; and
4. Authorized activities that do not fall within the above categories.

Organizations from within the College District's service area will be given priority over requests from organizations located outside the College District's service area.

Events that directly benefit the citizens of the College District will be given priority over events that specifically target larger groups or groups from outside the College District.

Programs offered through the facilities rental program [see items 3 and 4, above] will be made through a signed facilities use agreement between the College District and the renter. The College District name and its trademarked logo may not be used by the requestor or approved user. The College District's name is only authorized for use in marketing materials as it relates to providing the location and directional information for the event.

The College District reserves the right to modify these priorities without notice as deemed necessary to accomplish its objectives.

Approval

The Conference Services Department will approve or reject the request in accordance with provisions of and deadlines set out in this policy and administrative procedures, without regard to the religious, political, philosophical, ideological, or academic viewpoint, or other content of the speech likely to be associated with use of the facility by community members or organizations. The request will be approved or denied in writing within ten business days of receiving the application.

Approval of requests for the use of facilities will not be based upon the applicant's race, religion, age, disability, color, sex, national origin, veteran status, or other legally protected class.

College District facilities will not be available for long-term use. Long-term use will be defined as use of the facility for more than five days per month or for more than three weekends per month. Facilities use requests will be considered for a time period not to exceed four calendar months, coinciding with the fall, spring, and summer College District semesters.

Failure to comply with the conditions outlined in this policy and the facilities use agreement may result in penalties, including but not limited to, restrictions on future rental of College District facilities and/or an additional damage/cleaning fee as provided for in the facilities use agreement. The amount should be included in the contract and/or in procedures.

Approval will not be granted when the Conference Services Department has reasonable grounds to believe that:

1. The College District facility requested is unavailable, inadequate, or inappropriate to accommodate the proposed use at the time requested;
2. The applicant is subject to a prior sanction [see Violations of Policy, below];
3. The proposed use would constitute an immediate and actual danger to the peace or security of the College District as determined by the College District, including the sole discretion of the District President or designee;
4. The applicant owes a monetary debt to the College District and the debt is considered delinquent;
5. The proposed activity would disrupt or disturb the regular academic program, other planned activities, or other operations of the College District;
6. The proposed use would result in damage to or defacement of property or the applicant has previously damaged College District property at an event;
7. The applicant failed to supply the requested information on the application;
8. The application contains a material misrepresentation of fact as determined at the sole discretion of the College District; or
9. The proposed use is not at a suitable location because the design or dimensions of the event will substantially interfere with pedestrian access, traffic flow, or public safety in or near the same area as the proposed event.

**Written Notice if
Request Rejected**

The Associate Vice President of Financial Services and Reporting or designee will review any recommendations to deny the use of College District facilities to an external group and communicate with the requestor if a request to rent facilities is denied.

**Use of Common
Outdoor Areas by
Community
Members**

A community member does not need a College District permit or reservation for the exercise of expressive activities in common outdoor areas. Expressive activity may occur in those common outdoor areas of the College District that are not in use by others.

Community members may engage in expressive activities in common outdoor areas, unless:

1. The person's conduct is unlawful (i.e. obscenity, defamation, incitement of lawless action, true threats, fighting words, or intimidation as defined in FLA(LOCAL));
2. The use would constitute an immediate and actual danger to the peace or security of the College District that available law enforcement officials could not control with reasonable efforts;
3. The use would materially or substantially disrupt or disturb the regular academic program or other College operations; ~~or~~
4. The use would result in damage to or defacement of property;
5. The material constitutes harassment, which means material that is (i) hostile, threatening, or intimidating, (ii) directed at a specific person or persons, and (iii) is sufficiently severe, pervasive or persistent, and objectively offensive that it would cause an ordinary and reasonable person to fear violence or bodily harm or creates an objectively hostile or threatening campus environment that unreasonably interferes with the person's ability to access or participate in a College District activity, program, service, or privilege; or
- 4.6. The material constitutes discriminatory harassment based on membership in a protected class recognized under state or federal law and is sufficiently severe or pervasive to create an objectively hostile campus or academic environment that unreasonably interferes with or diminishes another individual's ability to participate in or benefit from an activity, program, service, or privilege provided by the College District. [See DIAA, DIAB, FFDA, and FFDB for examples of discriminatory harassment based on membership in a protected class.]

However, community members may, and are encouraged to, reserve a space to assemble in the common outdoor areas of the College District. Once a person or group reserves a certain space in a common outdoor area for assembly or expressive activities, it is not available for another person's or group's use or reservation at the same time. Therefore, any person or group using or occupying the space without a reservation must yield control of the space in time to permit any user with a reservation to begin using the space promptly at the beginning of the reserved time.

In addition, when outdoor space is being used, even on a temporary basis, for College District business, operations, events, an educational function, or a research function, it is not part of the common outdoor area available for use for others' expressive activities.

Reservations for assembly or expressive activities in the common outdoor areas of the College District may be made through the Conference Services Department on a form prescribed by them or through a request sent to reserveCOA@collin.edu. If the expected attendance at an assembly or expressive activity is 15 or more people, advance notice and a reservation of no less than two weeks is recommended. Persons and organizations are encouraged to seek a reservation of a space that is suited to their assembly's anticipated size.

**Time, Place, and
Manner Rules for
Common Outdoor
Areas**

In addition to the specific rules addressed in this policy for Required Conduct, Distribution of Literature, and Permissible Solicitation, the following rules will also apply to the use of common outdoor areas:

1. Expressive activities may not be disruptive.
2. Expressive activities may not include statements directed to inciting or producing imminent violations of law under circumstances such that the statements are likely to actually and imminently incite or produce violations of law, including but not limited to, violence or threats of violence.
3. Literature may be distributed, but not sold.
4. Any person who uses common outdoor areas or distributes literature or materials in common outdoor areas, is responsible for cleaning up any literature, materials, or other trash that was discarded or leftover.
5. Signs may not be larger than 24" x 24". Signs may be held or carried by hand. However, signs may not be attached to sticks, poles, wooden or metal handles, a person (i.e. a sandwich board sign) or other similar assembled items.

6. Signs constructed of rigid materials, including sticks, poles, wood, metal, hard plastic, or other materials that could be construed as a hazard are not permitted.
7. Any person holding or carrying a sign will exercise due care to avoid bumping, hitting, or injuring any other person.
8. Banners on poles may not be carried by individuals.
9. Hand-held banners carried by two or more individuals (without poles) are permitted in temporary banner spaces designated by the College District.
10. Tables may not be set up in common outdoor areas, unless it is requested by a student or student organization in advance through a request submitted to the Conference Services Department. Otherwise, community members may not set up any tables in common outdoor areas of the College District.
11. Amplified sound may not be used in common outdoor areas, particularly when it disrupts College District business, operations, meetings, events, an educational function, or a research function.
12. Guest speakers are allowed in common outdoor areas.
13. Guest speakers may not distribute literature that violates the rules in this policy.
14. Guest speakers may not accost bystanders or others who have chosen not to attend the speech or discussion.
15. Guest speakers may not set up exhibits or tables outside of the common outdoor areas or inside College District buildings or facilities.
16. For any assembly, with or without a guest speaker, that has an expected attendance of 15 or more participants (including counter-demonstrators), advance notice and a reservation are encouraged to help the Conference Services Department improve the safety and success of expressive activity.

~~16-17.~~ Tents, awnings, and shelters will not be permitted in common outdoor areas, as also prohibited below in this policy.

If there is uncertainty about applicable rules, the appropriateness of the planned location, or possible conflict with other events, persons, and organizations are encouraged to consult the dean of students. Should the size of the assembly exceed the maximum number of participants that is safe for a given location, participants will

be directed by campus authorities to relocate to a space that is better suited to the size of the assembly.

**Written Agreement
Required for Use of
Facilities**

Any community member or organization approved for use of College District facilities not related to the College District will be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations prior to a facilities use agreement being approved. This includes an acknowledgment that the College District is not liable for any personal injury or damages to personal property occurring during the use by the community member or organization.

Fees for Use

A community member or organization authorized to use College District facilities will be charged a fee for the use of designated facilities.

The Board delegates to the District President or designee the responsibility to establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, media, and technology services. All fees must be paid in advance (or an authorized purchase order) in accordance with the College District's facilities use agreement.

Fees will not be charged when College District buildings are used for public meetings sponsored by state or local governmental agencies.

The Board delegates to the District President or designee the authority to waive the facility use rental fee if the requested use serves an appropriate College District or public purpose.

On-Site Personnel

When a College District facility is being used, an employee of the College District will be on the premises and will be fully in charge of the facility being used.

The College District's representative is responsible for ensuring compliance with the requirements of this policy during the event.

Required Conduct

Community members and organizations using College District facilities will:

1. Conduct business in an orderly manner;
2. Abide by all laws, policies, and procedures, including, but not limited to, those regulating the use, sale, or possession of alcoholic beverages, illegal drugs, tobacco products, and firearms on College District property, and the requirements in the facilities use agreement; [See CHF and GDA]

3. Make no alteration, temporary or permanent, to College District property without prior written consent from the District President or designee; and
4. Be responsible for the cost of repairing any damages incurred during use and will be required to indemnify the College District for the cost of any such repairs.

Additionally, community members and organizations using College District facilities (outside of common outdoor areas) may request table space for students to visit and learn about the table sponsor's activities and may distribute literature, subject to the reasonable time, place, and manner restrictions designated by the College District.

Distribution of literature not published by the College District and activities of the organizations and individuals using College District facilities will be conducted in a manner that:

1. Is not disruptive;
2. Does not impede reasonable access to College District facilities or deny the use of offices or other facilities to students, faculty, staff, or guests of the College District;
3. Does not interfere with the flow of pedestrians or vehicular traffic on sidewalks or streets or at places of ingress or egress to and from property, buildings, or facilities;
4. Does not threaten or endanger the safety of any person on College District premises;
5. Does not harass, badger, coerce, or intimidate another person or force material on an unwilling participant or accost or approach individuals not in the immediate vicinity of the assigned table space or use areas designated by the College District;
6. Does not involve conduct that is likely to result in damage to or destruction of property or cause disruption in utilities;
7. Does not create a sustained or repeated noise disturbance that substantially interferes with a speaker's ability to communicate with others and/or the rights of others to listen;
8. Does not attempt to prevent a College District event or other lawful assembly by the threat or use of force or violence;
9. Does not interfere with the rights of others as determined by the College District; and

10. Does not violate local, state, or federal laws or College District policies and procedures.

Location and placement of assigned tables and chairs will be made at the discretion of the Conference Services Department, based on availability, and the Conference Services Department will ensure that such external events do not interfere with the conduct of any student or College District event.

The consumption of food and beverages will be restricted in accordance with the facilities use agreement.

Groups or organizations using College District facilities will conform to all federal and state statutes, county and municipal ordinances, and fire regulations.

Decorations must be flame retardant and will be erected and taken down in a manner not destructive to College District property or facilities. The use of any material or device that constitutes a hazard to people, equipment, property, and/or facilities is expressly prohibited.

The renter is responsible for clean-up of the space and for clearing the area of discarded or leftover literature.

In addition to the rental fee for use of the facility, the renter will be billed for any cleanup expenses that may result if materials are not removed in a timely manner or if storage of renter-owned materials is required.

Events that include attendance of or participation by minors will require adult supervision by the sponsoring organization.

College District apparatus, furniture, or equipment will not be removed, altered, or displaced without permission from an authorized College District official. Renters are not authorized to bring in their own furniture or fixtures.

The renter is liable for the care and protection of College District property and/or facilities and will be charged for any damages sustained by the premises, furniture, or equipment because of the occupancy.

At the sole discretion of the Conference Services Department, rental agreements for use of any College District facility will be revoked when facilities are misused or when the foregoing rules are violated. Facilities use agreements may not be renewed when revoked for misuse.

The renter is responsible for any and all loss, accidents, neglect, injury, or damage to person, life, property, or facilities that may be

the result of, or caused by, the renter's occupancy of the facilities or premises for which the College District might be held liable. The renter will protect and indemnify the College District, the Board, and any officer, agent, or employee of the College District and save them harmless in every way from all suits or actions at law for damage or injury to person, life, property, or facilities that may arise, or be occasioned in any way, because of the occupancy of the facilities or premises, regardless of responsibility or negligence.

The College District may require each renter to provide a valid certificate of insurance in a type and in an amount specified by the College District.

Identification

A community member or organization leasing campus facilities and/or distributing materials on campus will provide identification when requested to do so by a College District representative.

Any student who refuses to identify himself or herself fully may be subject to College District discipline, which may include suspension.

Distribution of Literature

Any written or printed materials, handbills, photographs, pictures, films, tapes, giveaways, handouts, or other visual or auditory materials not sponsored by the College District must comply with this policy. Such materials will not be sold, circulated, distributed, or posted on any College District facilities or common outdoor areas by any community member or organization, including a College District-support organization, except in accordance with this policy.

Approved individuals renting or using College District facilities may distribute handouts associated with the event to its members and guests.

The College District is not responsible for, nor does the College District endorse, the contents of any materials or literature distributed by a community member or organization.

[See CHE regarding use of the College District's internal mail system and FLA regarding distribution of literature by students and registered student organizations]

Materials or literature will not be distributed by a community member or organization on College District property if, in the sole discretion of the College District:

1. The materials are obscene;
2. The materials contain defamatory statements;

3. The materials advocate illegal conduct, imminent lawless or disruptive action and are likely to incite or produce such action;
4. The materials are considered prohibited harassment [see DIA series and FFD series];
5. The materials constitute unauthorized solicitation [see Solicitation Requirements, below]; or
6. The materials infringe upon intellectual property rights of the College District [see CT].

Time, Place, and Manner Restrictions for Distribution of Literature

A community member or organization that has been approved to rent a campus facility, has signed the required written facilities use agreement, and has paid any required fees may distribute literature to its members and guests during the time period covered by the written agreement and in the location covered in the written agreement.

Permissible Solicitation

As used in this policy, the word “solicitation” will mean the sale or offer for sale of any property or service, whether for immediate or future delivery, and the receipt of or request for any gift or contribution by an entity.

The only solicitation permitted in or on any property or facilities either owned or controlled by the College District will be in accordance with the following:

1. The sale or offer for sale of any food or drink item by authorized student organizations in an area designated in advance by the appropriate College District representative.
2. The collection of membership fees or dues by approved student organizations at meetings of such organizations scheduled in accordance with College District regulations on the use of facilities.
3. The collection of admission fees for the exhibition of movies or other programs scheduled in accordance with College District policies and procedures.

Solicitation Requirements

Such approved solicitation made pursuant to the terms of this policy must be conducted according to the following:

1. The solicitation will not disturb or interfere with the regular academic or institutional programs and activities being conducted in buildings or on property owned or controlled by the College District.

2. The solicitation will not interfere with the free or unimpeded flow of pedestrian and vehicular traffic on sidewalks and streets and at places of ingress and egress to and from buildings owned or controlled by the College District.
3. The solicitation will not harass, embarrass, or intimidate the person or persons being solicited.
4. Violations will be addressed through the appropriate College District policy and may result in the organization being prohibited from further solicitation for a designated period of time.
[See FKC(LOCAL)]

For the purposes of this policy, “sign” will be defined as a billboard, decal, notice, placard, poster, banner, or any kind of hand-held sign; “posting” will be defined as any means used for displaying a sign. Requirements for election signs are described below at Election/Campaign Signs and Tents.

No person or organization may post a sign that is obscene, incites illegal activity, is libelous, or contains nonpermissible solicitation.
[See FI(LOCAL) or FKA(LOCAL)]

Except for nonpermissible signs, as defined herein, an entity may publicly post a sign on College District property or facilities only in designated areas or display a sign in common outdoor areas subject to the procedures in this policy. No object other than a sign may be posted on College District property or facilities.

Before publicly posting a sign, an entity will:

1. Submit the proposed sign to the student engagement office staff or a designated representative for review and consideration.
2. Provide pertinent information including the:
 - a. Name and phone number of the student, approved student organization, department, or community member, which must be included on all items to be posted;
 - b. Proposed general location for posting the sign; and
 - c. Length of time the sign will be posted.

Upon receipt, the student engagement office staff or designated representative will ensure that the pertinent information listed above is included and that the following guidelines are applied:

1. Approved items, with a maximum size of 24" x 24", will be posted neatly on appropriate bulletin boards by student engagement office personnel or a designated representative, subject to space availability.
2. Items will receive an approval stamp dated and signed by student engagement office personnel or a designated representative for each item to be posted.
3. Materials generally will be approved for a maximum period of four weeks.
4. Materials that do not conform to these posting procedures and guidelines will be subject to immediate removal.

A sign may not be:

1. Attached to:
 - a. A shrub or plant.
 - b. A College District vehicle.
 - c. A permanent sign installed for another purpose.
 - d. A fence or chain or its supporting structure.
 - e. A brick, concrete, or masonry structure.
 - f. A statue, monument, or similar structure.
2. Posted:
 - a. On or adjacent to a fire hydrant.
 - b. On or between a curb and sidewalk.
 - c. In a College District building or facility except on a bulletin board designated for that purpose.

The student engagement office staff or designated representative will remove all signs no later than one week after the expired approval stamp date. No person will remove a sign posted or attached in accordance with this section without permission from the student engagement office or designated representative.

**Nonpermissible
Signs**

No entity will post or carry a sign that:

1. Involves nonpermissible solicitation;
2. Contains material that is obscene or libelous; or
3. Is larger than 24" x 24", unless authorized by the associate dean of student and enrollment services.

Election / Campaign Signs and Tents

Election campaign signs will be limited to five signs per candidate at each College District polling site, at a location designated by the appropriate campus ~~vice president~~/provost, during the period of early voting and on Election Day when the campus is a voting site. Such signs will be limited to a size not to exceed 24" x 24" and must be either hand-held or staked into the ground. However, use of t-posts will not be allowed.

Signs placed outside of the designated location will be removed by the facilities/plant manager or designee and held for pick up in the plant facility for not longer than five days from removal. If not picked up within five days, the College District will dispose of the signs.

Issues-based campaign signs are limited to three signs per political action committee per issue, either supporting or opposing the issue.

Tents, awnings, and shelters will not be permitted on College District property. Amplified sound will not be permitted within 1,000 feet of the polling location.

All electioneering must comply with applicable election laws.

Classroom Bulletin Boards

Bulletin boards located both inside and directly outside each classroom will be under the jurisdiction of the appropriate ~~vice president~~/campus provost or designated representative.

Violations of Policy

Failure to comply with the policy and procedures regarding community use of College District common outdoor areas, College District facilities, or distribution of literature will result in appropriate administrative action, including but not limited to, the suspension of the individual's or organization's use of College District facilities and the confiscation or discarding of nonconforming materials. Community members or off-campus organizations who violate the rules in this policy may also be subject to criminal trespass charges or other lawful measures.

Publication

This policy and associated procedures must be posted on the College District's website and will also be distributed to students and employees. [See DGC and FLA]

Alcohol and Drug Use Prohibited

The use of alcohol and intoxicating beverages is prohibited in classroom buildings, laboratories, auditoriums, library buildings, faculty and administrative offices, intercollegiate and intramural athletic facilities, and all other public campus areas.

Any person who appears to be under the influence of intoxicating liquor or drugs will be denied access to and/or the use of College District property or facilities.

COMMUNITY EXPRESSION AND USE OF COLLEGE FACILITIES

GD
(LOCAL)

**Alcohol and Drug
Use Exception**

With the prior consent and approval of the District President or designee, the provisions herein may be waived for specified culinary instructional programs or with respect to any specific event that is sponsored by the College District and/or the Collin College Foundation. State law will be strictly enforced at all times on all property or facilities controlled by the College District in regard to the possession and consumption of alcoholic beverages.

Children on Campus

Unattended children will not be allowed in College District facilities at any time. For the purpose of this policy, children are defined as minors who are not currently enrolled in College District classes, meeting with College District personnel, or participating in approved programs with the College District.

Students may not bring children to orientations, classes, labs, testing centers, or other academic programs. The parent or guardian who violates this policy will be interrupted from his or her campus activity and be required to supervise the child or make other suitable arrangements.

College District employees are prohibited from bringing children to work other than for approved programs with the College District.

Animals on Campus

The College District will allow service animals to accompany a student or visitor on campus in accordance with Board policy. [See FAA]. All other animals will not be permitted on any College District campus or in any College District facility.

Collin County Community College District Board of Trustees

2024-08-3-6

August 27, 2024

Resource: Melissa Irby
Chief Financial Officer

AGENDA ITEM: Consideration of Approval of a Resolution Setting the 2024 Tax Rate

DISCUSSION: At its meeting on August 2, 2024, the Board of Trustees of Collin County Community College District voted on a proposed tax rate for 2024. A public hearing on the proposed tax rate was held on August 27, 2024.

The proposed total tax rate of \$0.08122 is the same as the total rate approved in 2023.

The Maintenance & Operations portion of the total tax rate (\$0.0750) will keep taxes for Maintenance & Operations the same as last year's tax rate (\$0.0750), and taxes for Debt Service (\$0.00622) will also remain the same as last year's rate (\$0.00622).

DISTRICT PRESIDENT'S RECOMMENDATION: The District President recommends that the Board of Trustees of Collin County Community College District approve a resolution setting the tax rate for 2024.

SUGGESTED MOTION: "Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves a resolution stating that property taxes be increased by the adoption of a tax rate of \$0.08122 which includes a Maintenance & Operation rate of \$0.0750 and a Debt Service rate of \$0.00622, which is effectively a 6.37% increase of the total proposed rate over the total no-new revenue tax rate."

Resolution Setting 2024 Tax Rate
Collin County Community College District

WHEREAS, at its meeting of August 2, 2024, the Board of Trustees of Collin County Community College District voted on a proposed tax rate for 2024, and

WHEREAS, the Board of Trustees of Collin County Community College District held a public hearing on the proposed tax rate for 2024 on August 27, 2024,

NOW THEREFORE BE IT RESOLVED, at the recommendation of the District President, that the Board of Trustees of Collin County Community College District approves setting the tax rate for 2024 at \$0.081220, which includes a Maintenance and Operations rate of \$0.07500 and a Debt Service Rate of \$0.00622.

Maintenance & Operations Tax Rate

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE & OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.37% OF THE TOTAL PROPOSED RATE OVER THE TOTAL NO-NEW REVENUE TAX RATE. TAXES FOR MAINTENANCE & OPERATIONS ON A \$100,000 HOME WILL BE RAISED BY APPROXIMATELY \$0.

President

Secretary

Collin County Community College District Board of Trustees

2024-08-3-7

August 27, 2024

Resource: Melissa Irby
Chief Financial Officer

- AGENDA ITEM:** Consideration of Approval of a Resolution Designating the Collin County Tax Assessor Collector as Officer to Calculate the Tax Rate
- DISCUSSION:** The Texas Tax Code Section 26.04(c) defines that Collin County Community College may designate “an officer or employee” to calculate the annual no-new revenue tax rate and the voter-approval tax rate and to sign and submit the Truth in Taxation forms required to be completed by the College.
- DISTRICT PRESIDENT'S RECOMMENDATION:** The District President recommends that the Board of Trustees of Collin County Community College District approves a resolution designating the Collin County Tax Assessor Collector as Officer to calculate the tax rate.
- SUGGESTED MOTION:** “Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves a resolution designating the Collin County Tax Assessor Collector as Officer to calculate the tax rate.”

RESOLUTION OF THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES DESIGNATING COLLIN COUNTY TAX ASSESSOR COLLECTOR AS OFFICER TO CALCULATE TAX RATE INFORMATION REQUIRED UNDER TEXAS TAX CODE SECTION 26.04(C)

The Board of Trustees of the Collin County Community College District makes the following findings and resolutions:

WHEREAS, pursuant to Texas Tax Code Section 26.04(c), Collin County Community College (“College”) may designate “an officer or employee” to “calculate the annual no-new-revenue tax rate and the voter-approval tax rate” for the College and to sign and submit the Truth in Taxation forms required to be completed by the College;

WHEREAS, the Collin County Tax Assessor Collector, is willing to perform such functions on behalf of the College;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT the Collin County Community College District hereby designates the Collin County Tax Assessor Collector as the officer designated pursuant to Texas Tax Code Section 26.04(c) to calculate, sign, and submit the Truth in Taxation forms as required by Texas Tax Code Chapter 26 and the Texas Comptroller. This delegation shall remain in effect until revoked by the Board of Trustees for Collin County Community College.

ADOPTED and EXECUTED this 27th day of August, 2024.

Chair, Board of Trustees

ATTEST:

Secretary, Board of Trustees

Collin County Community College District Board of Trustees

2024-08-3-8

August 27, 2024

Resource: Lisa Vasquez
Vice President of Advancement

AGENDA ITEM: Consideration of Approval of Facility Naming in Connection with a Major Gift

DISCUSSION: Board of Trustees Policy CLA (LOCAL) details the policy of the philanthropic naming opportunity program with assistance from the Collin College Foundation. The policy states that the Board has authority to name facilities to “honor a person who has made an exceptional contribution to the College District” or to “honor a substantial benefactor of the College District.” This program has been very attractive to major gift donors, and a major gift is presented for formal approval by the Board.

Mr. Joe Marek recently established the Joe and Janel Marek endowment supporting future engineers. In honor of his gift, permanent naming rights for the A130 office suite at the Technical Campus is recommended for Board approval.

This major gift is in addition to four previous gifts supporting student scholarships from Mr. Marek.

DISTRICT PRESIDENT’S The District President recommends naming the A130 office suite at the Technical Campus the Joe and Janel Marek Success Center in accordance with Board Policy CLA (LOCAL).

SUGGESTED MOTION: “Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves naming the A130 office suite at the Technical Campus the Joe and Janel Marek Success Center.”

Collin County Community College District Board of Trustees

2024-08-3-9

August 27, 2024

Resource: Melissa Irby
Chief Financial Officer

AGENDA ITEM: Consideration of Approval for FY2024-2025 Salary Increases

DISCUSSION: Board Policy DEA (Local) establishes the following objectives for the college's compensation plan.

INTERNAL EQUITY: Establish pay relationships between jobs that are fair and equitable when compared to other jobs in the College;

EXTERNAL COMPETITIVENESS: Provide salary levels that are competitive and/or comparable with peer colleges and organizations in order to attract and retain well-qualified employees;

CONTINUITY AND FLEXIBILITY: Accommodate new jobs and changes in existing jobs, as well as adjust to changes in economic conditions and the job market; and

EFFECTIVE ADMINISTRATION: Establish clearly defined policies, procedures, and guidelines for salary budgeting and administration and ensure a clear understanding among all employees of the College about how the compensation program works.

ADMINISTRATION: The District President or designee shall administer and maintain compensation in accordance with this policy and the related procedures and guidelines for the College's compensation plan.

Based on these objectives, the Human Resources Department has considered the local Consumer Price Index (CPI) for the last year as well as other market factors that can influence the college's ability to recruit and retain an excellent faculty and staff, including review of peer and local market data, with a focus on faculty compensation this year. As a result of this review, the following increases for 2024-2025 are recommended:

- Increase base salary by 5% through a General Pay Increase (GPI) for full-time faculty, full-time staff, full-time administrators, and part-time staff.

- Collapse the Technical pay range into the Masters pay range for the 2024-2025 Full-time Faculty Hiring Salary Guidelines.

**DISTRICT PRESIDENT'S
RECOMMENDATION:**

The District President recommends approval of a 5% General Pay Increase (GPI) for full-time faculty, full-time staff, administrators, and part-time staff and collapsing the Technical Pay range into the Masters pay range for full-time faculty.

SUGGESTED MOTION:

“Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves the pay increases and range adjustments as recommended.”

Collin County Community College District Board of Trustees

2024-08-3-10

August 27, 2024

Resource: Melissa Irby
Chief Financial Officer

AGENDA ITEM: Consideration of Approval of the Bid Report for August 27, 2024

DISCUSSION: The Bid Report for Month:

- 2 New Solicitations
- 1 Statutory Exemption
- 1 Purchasing Cooperative

DISTRICT PRESIDENT'S RECOMMENDATION: The District President recommends approval of the Bid Report for August 27, 2024, as presented.

SUGGESTED MOTION: "Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves the Bid Report for August 27, 2024, as presented."

New Solicitations

Purchase Request #1 – pg. 236 Temporary Personnel Services	\$ 2,800,000
Purchase Request #2 – pg. 237 CE and Workforce Training Programs	1,500,000
Total of New Solicitations	<u>4,300,000</u>

Statutory Exemption

Purchase Request #3 – pg. 238 Spend Authorization for Statutory Exemption	38,400,500
Total of Statutory Exemption	<u>38,400,500</u>

Purchasing Cooperatives

Purchase Request #4 – pg. 258 Purchasing Cooperative List	0
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Grand Total	<u><u>\$ 42,700,500</u></u>
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ADMINISTRATION RECOMMENDATION/REPORT

The District President recommends the Board of Trustees approves a contract for temporary personnel services from Temps of McKinney for the District.

BACKGROUND

Temps of McKinney has been providing temporary personnel services for the District for over 33 years. Temps of McKinney has a local presence and resources to place personnel on an as-needed basis.

Request For Invitation Number FY2024-ITB-038 was issued to procure temporary personnel services for the District. Nine responses were received and evaluated by a team consisting of the Facility Operations staff and the Finance and Budgeting Department staff. The proposal submitted by Temps of McKinney is being recommended as the best value to the District, based upon evaluation scores.

IMPACT OF THIS ACTION

Temporary personnel are used during peak periods each semester to cover for District staff who are out for extended periods, to temporarily fill vacant positions, and to supplement the District's grounds maintenance crew throughout the year.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

This purchasing request is for spend authorization of \$2,800,000 for three years, which is budgeted in various departments' FY25 operating budget and subsequent years' budgets, subject to Board approval. Previous contract spend is \$2,217,582.

MONITORING AND REPORTING TIMELINE

The contract term is October 1, 2024 through September 30, 2027.

RESOURCE PERSONNEL

Dr. Bill King, Executive Vice President
972-758-3880

ADMINISTRATION RECOMMENDATION/REPORT

The District President recommends the Board of Trustees approves a contract for the purchase of continuing/workforce education and training programs from the following vendors: California Creative Solutions Inc, Configuration Connection, Covingtons Consulting Services LLC, Educated Business Resource Corp, Lantana Commercial Services, Herrington Publishing, LearningMate Solutions Inc, New Horizons Learning LLC dba New Horizons, Nextec Inc, Parachute RGV LLC, SimiDigi, STVT-AAI Education, Inc. dba Ancora Training, ThriveDX, and Trade Consulting Services LLC for Professional and Continuing Education and Grants Management.

BACKGROUND

Professional and Continuing Education and Grants Management provide customized training courses in key high industry areas requiring content experts and proven curriculum that must be developed quickly and dynamically to meet the rate of business change. There is an ongoing need to partner with third party vendors to meet this critical business and industry need. These vendors provide curricular training and support a wide variety of areas, including technical training and specialized career training in a myriad of industries.

Request For Proposal Number FY2024-RFP-033 was issued to procure continuing/workforce education and training programs for Professional and Continuing Education and Grants Management. Twenty responses were received and evaluated by the department staff. The proposals submitted by the listed vendors are being recommended as the best value to the District, based upon evaluation scores.

IMPACT OF THIS ACTION

The opportunity to contract with third party vendors allows Professional and Continuing Education and Grants Management to provide seamless, affordable services to the partnering businesses throughout the District's service area.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

This purchasing request is for spend authorization of \$1,500,000 for five years, which is budgeted in the Professional and Continuing Education and Grants Management Department's FY25 operating budget and subsequent years' budgets, subject to Board approval. Previous contracts spend is approximately \$1,620,000.

MONITORING AND REPORTING TIMELINE

The contract term is October 1, 2024 through August 31, 2029.

RESOURCE PERSONNEL

Dr. Abe Johnson, SVP Campus Operations
972-985-3760

ADMINISTRATION RECOMMENDATION/REPORT

The District President recommends that the Board of Trustees approves the following spend authorizations for purchases exempt by state statute. These purchase requests encompass contract renewals and anticipated expenditures through cooperative contracts or for library goods and services, professional services, and sole source purchases above \$100,000 during the 2025 fiscal year.

Cooperative purchasing complies with the competitive procurement requirements outlined in Section 44.031 of the Texas Education Code, as permitted through Section 791.011 of the Texas Government Code. Current cooperatives and cooperative contract numbers are referenced but may change throughout the fiscal year based on the cooperatives' solicitation schedules and future contract awards.

The purchase, acquisition, or license of library goods and services for a library operated as part of a junior college district are exempt from competitive bidding per Section 44.031 and 130.0101 of the Texas Education Code.

Accounting, architectural, landscape architectural, land surveying, medical, optometric, professional engineering, real estate appraising, professional nursing, legal, fiscal agent services, and interior design services are classified as professional services according to Section 2254 of the Texas Government Code and are exempt from competitive bidding per Section 44.031(f) of the Texas Education Code. The District may contract for professional services rendered by a financial consultant or a technology consultant in the manner provided by Section 2254.003, Government Code, in lieu of the methods provided by Section 44.031 of the Texas Education Code.

Sole source purchases are exempt from competitive bidding per Section 44.031(j) of the Texas Education Code.

Spend authorization requests for FY25 are based on FY24 expenditures, evaluation of spend under these contracts for purchasing goods and services to equip and maintain existing campuses, cost increases for goods and labor, the general growth of the District, and adding a contingency to ensure compliance with procurement laws and Board Policies.

Administrative Services/Auxiliary Services **\$3,100,000**

Amazon Business to provide office supplies, classroom supplies, art supplies, scientific lab supplies, and other miscellaneous items through Choice Partners, Contract 22/045KN-01. The estimated annual expenditure is \$650,000. FY24 annual spend amount was \$527,903.00. The reference number is SCON-101110.

Staples Business Advantage provides office supplies through E&I Cooperative Services Contract CNR01373. The estimated annual expenditure is \$400,000. FY24 annual spend amount was \$272,606. The reference number is SCON-101007.

Touchnet Information Systems, Inc. provides equipment, software licenses, and annual maintenance for the Ellucian Payment Center by Touchnet. The estimated annual expenditure is \$110,000. FY24 annual spend was \$215,554. The reference number is SCON-101008.

First Data Merchant Services provides merchant card services through the State of Texas Cooperative Purchasing Program Contract 946-M1. The estimated annual expenditure is \$900,000. FY24 annual spend amount was \$739,081. The reference number is SCON-101111.

Nestle USA Inc. provides Starbucks Branded Solutions' Products and Equipment coffee, food items, paper goods, and equipment support for the cafes located at each campus. The estimated annual expenditure is \$140,000. FY24 annual spend amount was \$115,295. The reference number is SCON-101009.

Coca-Cola Southwest Beverages, LLC provides bottled drinks, water, and other snack items for the cafes located at each campus. The estimated annual expenditure is \$150,000. FY24 annual spend amount was \$133,100. The reference number is SCON-101010.

US Foods Inc., Ben E. Keith, and Sysco North Texas provide food products and supplies through Sourcewell Cooperative Contracts 040522-USF, 040522-BEK and 040522-SYC. The estimated annual expenditure is \$750,000. FY24 annual spend amount was \$726,800. The reference number is SCON-101038.

Facilities and Construction

\$9,100,000

Fastenal, Grainger, The Home Depot, HD Supply Facilities Maintenance, and Lowes provide general hardware, tools, and miscellaneous supplies through multiple cooperative contracts. Contract numbers are Fastenal and Lowe's, Omnia Partners Contract R192001 and R192006, Grainger, E&I Contract CNR01496, The Home Depot, HD Supply Facilities Maintenance, U.S. Communities Contract 16154. The estimated annual expenditure is \$700,000. FY24 annual spend amount was \$610,320. The contract number is SCON- 101092.

Johnson Burks provides plumbing fixtures and supplies through the McKinney ISD Contract RFP2023-616. The estimated annual expenditure is \$300,000. FY24 annual spend amount was \$142,468. The contract number is SCON-100982.

Trane Service Company provides HVAC repair, maintenance, and inspections through the OMNIA Partners Cooperative Purchasing Program Contract 3341. The estimated

annual expenditure is \$1,200,000. FY24 annual spend amount was \$793,185. The contract number is SCON-101095.

WTI Inc. provides various repairs, weatherproofing, and other roofing services through the OMNIA Partners Cooperative Purchasing Program Contract R230404. The estimated annual expenditure is \$200,000. FY24 annual spend amount was \$159,466. The contract number is SCON-100985.

Ace Door and Hardware provides building maintenance, repair supplies, and equipment through the BuyBoard Cooperative Purchasing Program Contract 657-21. The estimated annual expenditure is \$200,000. FY24 annual spend amount was \$296,104. The contract number is SCON-100976.

Michael's Keys, Inc. and Fairway Supply, Inc. provide electronic locks, door hardware, and door access systems through BuyBoard Cooperative Contract 657-21. The estimated annual expenditure is \$150,000. FY24 annual spend amount was \$144,505. The contract number is SCON-100987.

Cummins Southern Plains, LLC provides electrical energy power generation equipment through the Sourcewell Contract 092222-CMM. The estimated annual expenditure is \$200,000. FY24 annual spend amount was \$51,180. The contract number is SCON-101096.

Pritchard Industries Southwest provides window cleaning services through the TIPS Cooperative Contract 230103. The estimated annual expenditure is \$200,000. There was no FY24 spend for this service with Pritchard. The contract number is SCON-101097.

Prestige Elevator Services LLC, KONE Inc, and SW Elevators LLC provide elevator repair and maintenance through multiple cooperative contracts. Contract numbers are Prestige - TIPS 22050201, KONE - OMNIA 2019001564, and SW Elevators - OMNIA 02-98. The estimated annual expenditure is \$400,000. FY24 annual spend was \$79,694. The contract number is SCON-101098.

G2 General Contractors, Native Construction, TP&R Construction LLC, Nouveau Construction and Technology Services L.P., RS Commercial Construction LLC, Gliden Industries LLC, Core Construction Services of Texas, Inc, SFCC, Inc, FH Paschen, S. N. Nielsen & Associates LLC, LMC Corporation, NAE Contracting, Custard Construction Services, Vaughn Construction, Concord Commercial Services, Inc, McMillan James Equipment Company, and Skanska to purchase JOC construction services for repairs, renovations, and remodeling of District facilities through multiple cooperative contracts. Cooperative contract numbers are: BuyBoard 660-21, BuyBoard 728-24, TIPS 211001, TIPS 23010402, TIPS 22010702, OMNIA Partners R200106, Sourcewell TX-NT-GC-101619-SDB, Choice Partners 21/039MR-12, Choice Partners 23/016MR-15, Equalis COG-2132A, Equalis EQ-101519-02A, Equalis R10-1110A, and Equalis R10-1166E.

JOC provides the best value to the District for the projects completed under this method and is an allowed project delivery method for construction-related goods and services under Texas Government Code 2269. In compliance with Texas Government Code 2269, the District President will present any job order that exceeds \$500,000 to the Board of Trustees for approval. The estimated annual expenditure is \$5,000,000. FY24 annual spend amount was \$3,036,748.46. The reference number is SCON-101122.

Ram Concrete & Asphalt, LLC to provide concrete and asphalt services through multiple cooperative contracts. Cooperative contract numbers are: TIPS 23060202 and TIPS 23010402. The estimated annual expenditure is \$550,000. FY24 annual spend amount was \$63,330. The reference number is SCON-101123.

General Operations

\$4,180,000

VWR International provides supplies and equipment for the science labs through E&I Cooperative Services Contract CNR-01459. The estimated annual expenditure is \$250,000. FY24 annual spend amount was \$156,863. The reference number is SCON-100960.

Carolina Biological, Fisher Scientific, School Specialty, Flinn Scientific, Neta Scientific, and Thomas Scientific provide lab equipment and supplies through multiple cooperative contracts. Contract numbers are Carolina Biological, Flinn Scientific, School Specialty, and Fisher Scientific through BuyBoard Contract 653-21, Fisher Scientific through OMNIA Partners Contract 2021002889, Thomas Scientific through OMNIA Partners Contract 35-22, Flinn Scientific through TIPS Contract 230805, Neta through Sourcewell Contract 020723. The estimated annual expenditure is \$300,000. FY24 annual spend amount was \$199,745. The reference number is SCON-100961.

Motorola Solutions Inc. provides radio communications and emergency response equipment through H-GAC Contract RA05-21 and through Texas Department of Information Resources Contract DIR-TSO-4101. The estimated annual expenditure is \$600,000. FY24 annual spend amount was \$90,660. The reference number is SCON-101073.

GT Distributors Inc., Municipal Emergency Services Inc., Casco Industries Inc., Delta Fire & Safety Inc., Metro Fire Apparatus Specialists, Inc., and Siddons Martin Emergency Group, Delta Fire & Safety Inc. provide public safety and firehouse supplies and equipment for Law Enforcement Academy, Police Department, and Fire Science Academy. Cooperative contract numbers are BuyBoard Contract 698-23, H-GAC Contract EP11-20, and Sourcewell Contract 020124-MES. The estimated annual expenditure is \$300,000. FY24 annual spend amount was \$260,663. The reference number is SCON-100964.

Impac Fleet provides universal retail fuel and maintenance cards, GPS, and asset tracking to commercial and government entities through Choice Partners Cooperative

Contract 22/056SG-02. The estimated annual expenditure is \$200,000. FY24 annual spend amount was \$125,287. The reference number is SCON-100963.

Advanced Technology Consultants provides HVAC training materials and equipment for the HVAC programs through the TIPS Cooperative Contract 210902. The estimated expenditure is \$410,000. FY24 annual spend amount was \$347,164. The contract number is SCON-101088.

Technical Laboratory Systems, Inc. provides training equipment and curriculum for the HVAC, Construction Management, Electronic Engineering, and Plumbing programs through the TIPS Cooperative Contract 230105. The estimated expenditure is \$400,000. FY24 annual spend amount was \$89,465. The contract number is SCON-101090.

America to Go to provide catering services through E&I Cooperative Services, Contract CNR01458. The estimated annual expenditure is \$250,000. FY24 annual spend amount was \$190,822. The reference number is SCON-101011.

Elevate Healthcare (formerly CAE Healthcare Inc) and Gaumard Scientific Company, Inc provides healthcare manikins and warranties through Sourcewell Contract 011822-CAE and BuyBoard Contract 704-23. The estimated annual expenditure is \$230,000. FY24 annual spend amount was \$199,127. The reference number is SCON-101084.

Pocket Nurse Enterprises Inc and Medline Industries, Inc provide medical equipment and supplies through OMNIA Contract R230701 and E&I Contract CNR01385. The estimated annual expenditure is \$425,000. FY24 annual spend amount was \$398,000. The reference number is SCON-101083.

The College Board to provide assessment testing materials for the TSI assessments, ESL, and entrance assessments for Fire Science, EMS, and the Police Academy. The estimated annual expenditure is \$165,000. FY24 annual spend amount was \$0. The reference number is SCON-101085.

Carnegie Dartlet LLC provides the College's annual marketing plan. The estimated annual expenditure is \$650,000. FY24 annual spend amount was \$593,241. The reference number is SCON-101081.

Information Systems

\$17,395,500

Novatech Inc./Wells Fargo Financial Leasing provides copier, multifunctional devices, and managed print services through DIR Contract DIR-CPO-4439. The estimated annual expenditure is \$1,200,000. FY24 annual spend was \$796,686. The reference number is SCON-101012.

Graybar Electric Co. provides power protection equipment, IT equipment, and electrical supplies through the U.S. Communities Cooperative Purchasing Program Contract

EV2370. The estimated annual expenditure is \$300,000. FY24 annual spend was \$218,528. The reference number is SCON-101013.

AVSANT, RP Tellone & Company, LLC. provides audio visual equipment and supplies through the BuyBoard Contract 64421. The estimated annual expenditure is \$1,000,000. FY24 annual spend was \$244,330. The reference number is SCON-101014.

GTS Technology Solutions Inc. collect, store, analyze, and report on data produced by various applications, devices, and systems from across the network through DIR Contract DIR-TSO-4318. The estimated annual expenditure is \$150,000. FY24 annual spend was \$52,849. The reference number is SCON-101015.

CMS Communications Inc. provides Cisco equipment and maintenance for Technology Services Department through TIPS Contract 240303. The estimated annual expenditure is \$300,000. FY24 annual spend was \$18,413. The reference number is SCON-101016.

Honorlock Inc provides on-demand online proctoring services through the UT System Contract 2020-160. The estimated annual expenditure is \$400,000. FY24 annual spend was \$309,738. The reference number is SCON-101017.

Apple Computer Inc. provides Apple-branded products through Choice Partners Contract 23/036SG-01. The estimated annual expenditure is \$600,000. FY24 annual spend was \$458,362. The reference number is SCON-101018.

B&H Photo Video Pro Audio, Inc. provides audio/visual equipment and supplies through E&I Cooperative Services Contract E100221. The estimated annual expenditure is \$300,000. FY24 annual spend was \$152,137. The reference number is SCON-101019.

The CBORD Group provides electronic access software, equipment, supplies, maintenance, and service. The estimated annual expenditure is \$400,000. FY24 annual spend was \$110,984. The reference number is SCON-101020.

CDW-G provides miscellaneous technology items through DIR Cooperative Contract DIR-CPO-5093, Omnia Partners Cooperative Contracts R220801 and R210401 and through the E&I Cooperative Services Contract CNR01439. The estimated annual expenditure is \$125,000. FY24 annual spend was \$28,456. The reference number is SCON-101021.

Flair Data Systems provides Cisco hardware, software, and related services through the DIR Cooperative Purchasing Program Contract DIR-TSO-4167. The estimated annual expenditure is \$2,000,000. FY24 annual spend was \$808,110. The reference number is SCON-101027.

Anixter Inc. provides RF design, installation, materials, on-site project management, and engineering services through the OMNIA Partners Contract R192008. The estimated annual expenditure is \$220,500. FY24 annual spend was \$185,486. The reference number is SCON-101028.

Dell Marketing, LP and Dell Financial Services provide Dell branded computer systems, computer accessories, and One Login through the DIR Purchasing Program Contract DIR-TSO-3763. The estimated annual expenditure is \$3,000,000. FY24 annual spend was \$1,285,379. The reference number is SCON-101029.

Lamar Institute of Technology, through the Texas Connection Consortium inter-agency agreement, provides functional and technical consultation and Banner data implementation services. The Texas Connection Consortium inter-agency agreement provides annual software licenses and maintenance for the Banner software system. The estimated annual expenditure is \$350,000. FY24 annual spend was \$295,876. The reference number is SCON-101030.

SHI Government Solutions provides various software through multiple DIR and TIPS purchasing cooperative contracts: DIR-CPO-4875 and TIPS Contract 230105. The estimated annual expenditure is \$400,000. FY24 annual spend was \$300,149. The reference number is SCON-101031.

Oracle Corporation provides Oracle software, support, and maintenance. The estimated annual expenditure is \$1,300,000. FY24 annual spend was \$1,138,854. The reference number is SCON-101032.

Taurus Technologies provides interactive presentation systems, technology solutions, products, and services through multiple cooperative contracts. Contract numbers are through TIPS Cooperative Purchasing Program Contract TIPS 210101 and 240101. The estimated annual expenditure is \$2,000,000. FY24 annual spend was \$92,200. The reference number is SCON-101033.

Carahsoft Technology Corporation provides software, including software as a service, products, and related services through DIR Purchasing Program Contract DIR-TSO-4288. The estimated annual expenditure is \$400,000. FY24 annual spend was \$372,756. The reference number is SCON-101034.

Precision Task Group provides overall project management, data conversion, and state reporting assistance for Workday, implementation service to improve and streamline district services, and system security through DIR Purchasing Program Contract DIR-TSO-4242. The estimated annual expenditure is \$500,000. FY24 annual spend was \$319,457. The reference number is SCON-101035.

Ad Astra Information Systems provide maintenance and support of Ad Astra room scheduling software. The estimated annual expenditure is \$500,000. FY24 annual spend was \$311,575. The reference number is SCON-101036.

Turnitin, LLC provides Turnitin Writecycle single campus institution license through OMNIA Partners Cooperative Contract 01-104. The estimated annual expenditure is \$150,000. FY24 annual spend was \$122,763. The reference number is SCON-101037.

Digi Security Systems, LLC. and Ace Door and Hardware, LLC. provide operational, maintenance, renewal, and replacement for the CBORD and Avigilon Systems through TIPS Contract 230101. The estimated annual expenditure is \$1,300,000. FY24 annual spend was \$95,873. The reference number is SCON-101039.

AVAAP USA LLC to provide Workday Consulting Services through E&I Cooperative Services Contract EI00212. The estimated annual expenditure is \$500,000. FY24 annual spend was \$0. The reference number is SCON-101079.

Library Services

\$700,000

EBSCO Information Services provides research databases, e-journals, magazine subscriptions, ebooks, and discovery service for libraries. The estimated annual expenditure is \$325,000. FY24 annual spend amount was \$297,695. The reference number is SCON-101086.

GOBI Learning Solutions provides books and access to educational library media. The estimated annual expenditure is \$175,000. FY24 annual spend amount was \$144,500. The reference number is SCON-101087.

ProQuest Information and Learning provides educational library media, e-books, books, publications, audiovisual, and electronic database subscriptions. The estimated annual expenditure is \$200,000. FY24 annual spend amount was \$215,968. The reference number is SCON-101082.

Professional Services

\$3,925,000

PBK Architects, IN2 Architects, and Corgan provides professional districtwide architectural and engineering services. The estimated annual expenditure is \$750,000. FY24 annual spend amount was \$86,900. The contract number is SCON-101022.

Braun Consulting provides geotechnical consulting services for existing and new builds districtwide. The estimated annual expenditure is \$300,000. FY24 annual spend amount was \$32,535. The contract number is SCON-101023.

Braun Consulting to provide materials testing and observation services for existing and new builds districtwide. The estimated annual expenditure is \$500,000. FY24 annual spend amount was \$0.00. The contract number is SCON-101024.

RLK Engineering to provide civil engineering services districtwide. The estimated annual expenditure is \$300,000. FY24 annual spend amount was \$6,300. The contract number is SCON-101025.

Farnsworth Group to provide commissioning, testing, and balance services for the existing campuses and new builds districtwide. The estimated annual expenditure is \$1,200,000. FY24 annual spend amount was \$600. The contract number is SCON-101026.

Reed Wells Benson & Company provides mechanical engineering services for existing campuses and new builds. The estimated annual expenditure is \$600,000. FY24 annual spend amount was \$514,000. The contract number is SCON-100838.

Matson Driscoll & Damico LLP to provide construction audit services for major construction projects. The estimated annual expenditure is \$275,000. FY24 annual spend amount was \$0. The contract number is SCON-101135.

Collin College

FY 2025

Statutory Exemptions Exhibit

These purchase requests encompass contract renewals and anticipated expenditures through cooperative contracts or for library goods and services, professional services, and sole source purchases above \$100,000 during the 2025 fiscal year.

Administrative Services/Auxiliary Services	\$ 3,100,000
Facilities and Construction	\$ 9,100,000
General Operations	\$ 4,180,000
Information System	\$ 17,395,500
Library Services	\$ 700,000
Professional Services	\$ 3,925,000
Statutory Exemptions Total	\$ 38,400,500

Collin College
FY 2025
Statutory Exemptions

Administrative Services/Auxiliary Services						
Supplier(s)	Internal Reference Number	Goods/Services	Procurement Method	FY24 Spend to Date	FY25 Estimated Spend	Board Notes
Amazon Business	SCON-101110	Office supplies, classroom supplies, art supplies, scientific lab supplies, and other miscellaneous items	Choice Partners, contract #22/045KN-01	\$527,903	\$650,000	
Coca-Cola Southwest Beverages, LLC	SCON-101010	Bottled drinks, water and other snack items for the cafes located at each campus	Sole Source	\$133,100	\$150,000	
First Data Merchant Services	SCON-101111	Merchant card services	State of Texas Cooperative Purchasing Program contract #946-M1	\$739,081	\$900,000	
Nestle USA Inc.	SCON-101009	Starbucks branded solutions products and equipment	Sole Source	\$115,295	\$140,000	
Staples Business Advantage	SCON-101007	Office supplies	E&I Cooperative Services contract #CNR01373	\$272,606	\$400,000	
Touchnet Information Systems, Inc.	SCON-101008	Equipment, software licenses, and annual maintenance for the Ellucian Payment Center by Touchnet	Sole Source	\$215,554	\$110,000	Needed for data retention for Banner transactions.
US Foods Inc., Ben E. Keith and Sysco North Texas	SCON-101038	Food products and supplies	Sourcewell Cooperative Contract #040522-USF, #040522-BEK and #040522-SYC	\$726,800	\$750,000	
					\$3,100,000	

Collin College
FY 2025
Statutory Exemptions

Facilities and Construction						
Supplier(s)	Internal Reference Number	Goods/Services	Procurement Method	FY24 Spend to Date	FY25 Estimated Spend	Board Notes
Ace Door and Hardware	SCON-100976	Building maintenance, repair, and operations supplies and equipment	BuyBoard Cooperative Purchasing Program contract #657-21	\$296,104	\$200,000	
Cummins Southern Plains, LLC	SCON-100761	Electrical energy power generation equipment	Sourcewell contract 092222-CMM	\$51,180	\$200,000	Contingency to allow for cost of portable generator in the event of a failure, and/or long part delays.
Fastenal, Grainger, The Home Depot, HD Supply Facilities Maintenance, Lowe's	SCON-101092	General hardware, tools, appliances and miscellaneous supplies	Fastenal and Lowe's, Omnia Partners contract #R192001 & R192006, Grainger, E&I contract #CNR01496, The Home Depot, HD Supply Facilities Maintenance, U.S. Communities contract #16154	\$610,320	\$700,000	
G2 General Contractors, Native Construction, TP&R Construction, LLC, Nouveau Construction and Technology Services, L.P., RS Commercial Construction, LLC, Gliden Industries, LLC, Core Construction Services of Texas, Inc., SFCC, Inc., FH Paschen, S. N. Nielsen & Associates LLC, LMC Corporation, NAE Contracting, Custard Construction Services, Vaughn Construction, Concord Commercial Services, Inc., McMillan James Equipment Company, Skanska	SCON-101122	JOC construction services for repairs, renovations and remodeling of District facilities	BuyBoard 660-21, BuyBoard 728-24, TIPS 211001, TIPS 23010402, TIPS 22010702, OMNIA Partners R200106, Sourcewell TX-NT-GC-101619-SDB, Choice Partners 21/039MR-12, Choice Partners 23/016MR-15, Equalis COG-2132A, Equalis EQ-101519-02A, Equalis R10-1110A, and Equalis R10-1166E	\$3,098,835	\$5,000,000	FY 2025 Estimated spend needed for JOC projects.
Johnson Burks	SCON-100982	Plumbing fixtures and supplies	McKinney ISD Contract #RFP2023-616	\$142,468	\$300,000	Hiring of in-house plumbers requires additional spend to buy plumbing supplies.
Michael's Keys Inc., Fairway Supply	SCON-100749	Electronic Locks, Door Hardware and Door Access Systems	BuyBoard cooperative contract #657-21	\$144,505	\$150,000	

Collin College
FY 2025
Statutory Exemptions

Facilities and Construction						
Supplier(s)	Internal Reference Number	Goods/Services	Procurement Method	FY24 Spend to Date	FY25 Estimated Spend	Board Notes
Prestige Elevator Services, LLC, KONE Inc, SW Elevators LLC	SCON-101098	Elevator repair and maintenance	Prestige, TIPS 22050201, KONE, OMNIA 2019001564, and SW Elevators, OMNIA #02-98	\$79,694	\$400,000	Prior year contract did not start until February 2024. Amount is reflective of a complete fiscal year anticipated spend.
Pritchard Industries Southwest	SCON-100890	Window Cleaning Services	TIPS cooperative contract 230103	\$46,282	\$200,000	Prior year contract did not start until February 2024. Amount is reflective of a complete fiscal year anticipated spend.
Ram Concrete & Asphalt, LLC	SCON-101123	Concrete and asphalt services	TIPS 23060202 and TIPS 23010402	\$63,330	\$550,000	Additional amount anticipated for major sidewalk and concrete repairs at Frisco and Wylie campuses. Other campuses could be identified throughout the year.
Trane Service Company	SCON-101095	HVAC repair, maintenance, and inspections	OMNIA Partners Cooperative Purchasing Program Contract #3341	\$793,935	\$1,200,000	Increase in Trane preventative maintenance and support contract. McKinney campus has 3 chillers due for overhauls.
WTI Inc.	SCON-100985	Various repairs, weatherproofing and other roofing services	OMNIA Partners Cooperative Purchasing Program Contract # R230404	\$159,466	\$200,000	
					\$9,100,000	

Collin College
FY 2025
Statutory Exemptions

General Operations						
Supplier(s)	Internal Reference Number	Goods/Services	Procurement Method	FY24 Spend to Date	FY25 Estimated Spend	Board Notes
Advanced Technology Consultants	SCON-101088	HVAC training materials and equipment	TIPS cooperative contract #210902	\$347,164	\$410,000	
America to Go	SCON-101011	Catering Services	E&I Cooperative Services, contract #CNR01458	\$190,855	\$250,000	
Carnegie Dartlet LLC	SCON-101081	Annual marketing plan	Sole Source	\$593,241	\$650,000	
Carolina Biological, Fisher Scientific, School Specialty, Flinn Scientific, Neta Scientific, and Thomas Scientific	SCON-100961	Science lab supplies and equipment	Carolina Biological, Flinn Scientific, School Specialty and Fisher Scientific through BuyBoard contract #653-21, Fisher Scientific through OMNIA Partners contract #2021002889, Thomas Scientific through OMNIA Partners contract #35-22, Flinn Scientific through TIPS contract #230805, Neta through Sourcewell contract #020723	\$199,745	\$300,000	Added two vendors, Neta and Thomas Scientific. Additional equipment is anticipated to be purchased for dual credit classes.
Elevate Healthcare (formerly CAE Healthcare Inc) & Gaumard Scientific Company, Inc	SCON-101084	Healthcare manikins and warranties	Sourcewell Contract #011822-CAE and BuyBoard Contract 704-23	\$199,127	\$230,000	
GT Distributors Inc., Municipal Emergency Services Inc., Casco Industries Inc., Delta Fire & Safety Inc., Metro Fire Apparatus Specialists, Inc., and Siddons Martin Emergency Group	SCON-100964	Public safety and firehouse supplies and equipment	BuyBoard contract #698-23, H-GAC contract #EP11-20, and Sourcewell contract #020124-MES	\$260,663	\$300,000	
Impac Fleet	SCON-100963	Universal retail fuel and maintenance cards, GPS, and asset tracking	Choice Partners cooperative contract #22/056SG-02	\$125,287	\$200,000	
Motorola Solutions Inc.	SCON-101073	Radio communications and emergency response equipment	H-GAC contract #RA05-21 and through Texas Department of Information Resources contract DIR-TSO-4101	\$90,660	\$600,000	Additional amount needed for relocation of police department operations to Courtyard campus.

Collin College
FY 2025
Statutory Exemptions

General Operations						
Supplier(s)	Internal Reference Number	Goods/Services	Procurement Method	FY24 Spend to Date	FY25 Estimated Spend	Board Notes
Pocket Nurse Enterprises Inc & Medline Industries, Inc	SCON-101083	Medical equipment and supplies	OMNIA Contract R230701 and E&I Contract #CNR01385	\$398,000	\$425,000	
Technical Laboratory Systems	SCON-101090	Training equipment and curriculum for the HVAC, Construction Management, Electronic Engineering, and Plumbing programs	TIPS cooperative contract #230105	\$89,465	\$400,000	Additional purchases anticipated from Perkins grant for next fiscal year.
The College Board	SCON-101085	Assessment testing materials	Sole Source	\$0	\$165,000	College prepays for testing materials and no purchases were made due to the rollover of prepaids from prior fiscal year. All prepaid testing materials were utilized in FY 2024.
VWR International	SCON-100960	Supplies and equipment for District science labs	E&I Cooperative Services contract #CNR-01459	\$156,863	\$250,000	Increase is to allow for unexpected repairs. Two campuses will be purchasing from vendor that have not purchased from the vendor previously.
					\$4,180,000	

Collin College
FY 2025
Statutory Exemptions

Information System						
Supplier(s)	Internal Reference Number	Goods/Services	Procurement Method	FY24 Spend to Date	FY25 Estimated Spend	Board Notes
Ad Astra Information Systems	SCON-101036	Maintenance and support of Ad Astra room scheduling software	Sole Source	\$311,575	\$500,000	New modules being added with Ad Astra.
Anixter Inc.	SCON-101028	RF design, installation, materials, on-site project management and engineering services	OMNIA Partners contract #R192008	\$185,486	\$220,500	
Apple Computer Inc.	SCON-101018	Apple-branded products	Choice Partners Contract #23/036SG-01	\$467,034	\$600,000	Replacement of some Mac labs.
AVAAP USA LLC	SCON-101079	Workday Consulting Services	E&I Cooperative Services Contract EI00212	\$0	\$500,000	New consulting firm to be used for Workday in FY 2025.
AVSANT, RP Tellone & Company, LLC.	SCON-101014	Audio visual equipment and supplies	BuyBoard Contract #64421	\$244,330	\$1,000,000	Increase in the requests for AV equipment in conference rooms and the need for on-going support. Will also be using for the purchase of equipment for renovated campuses.
B&H Photo Video Pro Audio, Inc.	SCON-101019	Audio visual equipment and supplies	E&I Cooperative Services contract #E100221	\$152,137	\$300,000	Increase in the requests for AV equipment in conference rooms and the need for on-going support. Will also be using for the purchase of equipment for renovated campuses.
Carahsoft Technology Corporation	SCON-101034	Software, including software as a service, products and related services	DIR Purchasing Program contract #DIR-TSO-4288	\$300,149	\$400,000	Increase in software and related licensing expenses
CDW-G	SCON-101021	Miscellaneous technology items	DIR cooperative contract DIR-CPO-5093, National IPA cooperative contract R210401 and through the E&I Cooperative Services contract #CNR01439	\$28,456	\$125,000	Anticipated increase in technology expenditures District-wide
CMS Communications Inc.	SCON-101016	Cisco equipment and maintenance	TIPS Contract #240303	\$18,413	\$300,000	Replacement of 30 old switches
Dell Marketing, LP & Dell Financial Services	SCON-101029	Dell branded computer systems, computer accessories, and One Login	DIR Purchasing Program contract #DIR-TSO-3763	\$1,285,379	\$3,000,000	Increased number of computers to refresh at all campuses and centers
Digi Security Systems, LLC., Ace Door and Hardware, LLC.	SCON-101039	Support of operational, maintenance, renewal and replacement for the CBORD and Avigilon Systems	TIPS contract #230101	\$95,873	\$1,300,000	The increase for operational, maintenance, renewal and replacement for CBORD and Avigilon systems

Collin College
FY 2025
Statutory Exemptions

Information System						
Supplier(s)	Internal Reference Number	Goods/Services	Procurement Method	FY24 Spend to Date	FY25 Estimated Spend	Board Notes
Flair Data Systems	SCON-101027	Cisco hardware, software and related services	DIR Cooperative Purchasing Program contract #DIR-TSO-4167	\$808,110	\$2,000,000	Replacement of 30 old switches
Graybar Electric Co.	SCON-101013	Power protection equipment, IT equipment, and electrical supplies	U.S. Communities Cooperative Purchasing Program contract #EV2370	\$218,528	\$300,000	
GTS Technology Solutions Inc.	SCON-101015	Collect, store, analyze and report on data produced by various applications, devices and systems from across the network	DIR Contract #DIR-TSO-4318	\$52,849	\$150,000	Increasing license count for SEIM product
Honorlock Inc	SCON-101017	On-demand online proctoring services	UT System contract #2020-160	\$309,738	\$400,000	
Lamar Institute of Technology	SCON-101030	Functional and technical consultation and Banner data implementation services	Texas Connection Consortium inter-agency agreement	\$295,876	\$350,000	Read access for Ellucian Banner
Novatech Inc./Wells Fargo Financial Leasing	SCON-100634	Copier, multifunctional devices and managed print services	DIR Contract #DIR-CPO-4439	\$796,686	\$1,200,000	Increased the number of managed copiers/printers/multi-function devices. Also covers the managed print services for networked printers.
Oracle Corporation	SCON-101032	Oracle software, support, and maintenance	Sole Source	\$1,138,854	\$1,300,000	Ongoing support for Banner
Precision Task Group	SCON-101035	Overall project management, data conversion and state reporting assistance for Workday and implementation service to improve and streamline district services and system security	DIR Purchasing Program contract #DIR-TSO-4242	\$319,457	\$500,000	Data conversion services
SHI Government Solutions	SCON-101031	Software	DIR-CPO-4875, and TIPS Contract #230105	\$372,755	\$400,000	
Taurus Technologies	SCON-101033	Interactive presentation systems, technology solutions, products, and services	TIPS Cooperative Purchasing Program contract TIPS #210101 and #240101	\$92,200	\$2,000,000	Increase in the requests for AV equipment in conference centers and rooms and the need for on-going support. Will also be used for Phase I project needs.

Collin College
 FY 2025
 Statutory Exemptions

Information System						
Supplier(s)	Internal Reference Number	Goods/Services	Procurement Method	FY24 Spend to Date	FY25 Estimated Spend	Board Notes
The CBORD Group	SCON-101020	Electronic access electronic access software, equipment, supplies, maintenance, and service	Sole Source	\$110,984	\$400,000	Expanding usage of CBORD access controls across the District to include all computer labs, science labs, and other facilities. Covers licensing and services for CBORD access controls.
Turnitin, LLC	SCON-100692	Turnitin Writecycle single campus institution license	OMNIA Partners Cooperative contract #01-104	\$122,763	\$150,000	
					\$17,395,500	

Collin College
 FY 2025
 Statutory Exemptions

Library Services						
Supplier(s)	Internal Reference Number	Goods/Services	Procurement Method	FY24 Spend to Date	FY25 Estimated Spend	Board Notes
EBSCO Information Services	SCON-101086	Research databases, e-journals, magazine subscriptions, ebooks and discovery service for libraries	Exempt Library Purchase	\$297,695	\$325,000	
GOBI Learning Solutions	SCON-101087	Books and access to educational library media	Exempt Library Purchase	\$144,500	\$175,000	
ProQuest Information and Learning	SCON-101082	Educational library media, e-books, books, publications, audiovisual, and electronic database subscriptions	Exempt Library Purchase	\$215,968	\$200,000	
					\$700,000	

Collin College
FY 2025
Statutory Exemptions

Professional Services						
Supplier(s)	Internal Reference Number	Goods/Services	Procurement Method	FY24 Spend to Date	FY25 Estimated Spend	Board Notes
Braun Consulting	SCON-101023	Geotechnical Consulting	Professional Services	\$32,535	\$300,000	Additional geotechnical services will be needed for projects outlined in Phase I of the master and strategic plan.
Braun Consulting	SCON-101024	Materials Testing & Observation Services	Professional Services	\$0	\$500,000	Additional geotechnical services will be needed for projects outlined in Phase I of the master and strategic plan.
Matson Driscoll & Damico LLP		Construction Audit Services	Professional Services	\$0	\$275,000	Forensic accounting for Phase I Projects outlined in master and strategic plan.
Farnsworth Group	SCON-101026	Commissioning, Testing, and Balance Services	Professional Services	\$600	\$1,200,000	Additional services needed for Phase I Projects outlined in master and strategic plan.
PBK Architects, IN2 Architects, Corgan	SCON-101022	Professional A/E Services	Professional Services	\$86,900	\$750,000	JOC projects planned for next fiscal year will require architect/engineering services.
RLK Engineering	SCON-101025	Civil Engineering Services	Professional Services	\$6,300	\$300,000	JOC projects planned for next fiscal year over \$50K will require civil engineering services. Projects occurring at Courtyard campus will also require civil engineering services.
Reed Wells & Benson	SCON-100838	Mechanical Engineering Services	Professional Services	\$514,000	\$600,000	Professional engineering services for mechanical services for renewal and replacement and Phase I projects.
					\$3,925,000	

ADMINISTRATION RECOMMENDATION/REPORT

The District President recommends the Board of Trustees approves utilization of purchasing cooperatives listed in Attachment #1 on an as-needed basis for authorized expenditures for the fiscal year 2025.

BACKGROUND

The District utilizes competitive solicitations procured through various purchasing cooperatives, group purchasing organizations, government purchasing alliances, and interagency agreements both in and out of the State of Texas. The contracts awarded through these cooperatives comply with the competitive procurement requirements outlined in Section 44.031 of the Texas Education Code, as permitted through Section 791.011 of the Texas Government Code.

IMPACT OF THIS ACTION

The purchase of goods and services through competitively bid purchasing cooperatives allows the District to leverage our buying power by pooling the purchasing volume of multiple governmental and educational institutions to obtain the best value for the cooperative members. Utilizing these competitively bid contracts also saves time and administrative costs. These contracts are readily available for use when a need arises and precludes the requirement to initiate a formal solicitation process.

RESOURCE PERSONNEL

Melissa Irby, Chief Financial Officer
972-758-3831

Attachment #1 – List of Interlocal Purchasing Cooperatives

Collin County Governmental Purchaser's Forum

Educational & Institutional Cooperative Purchasing (E&I)

Harris County Department Education (HCDE) - Choice Partners

Houston-Galveston Area Council of Governments (H-GAC)

Omnia Partners (includes National IPA/TCPN/NCPA/US Communities & Vizient contracts)

TXShare - North Central Texas Council of Governments (NCTCOG)

Region 10 Education Service Center

Sourcewell

State of Texas Cooperative Purchasing Program

Tarrant County Cooperative Purchasing Program

Texas Association of Community College Business Officers (TACCBO)

Texas Association of School Boards (TASB) – BuyBoard

Texas Community College Teachers Association (TCCTA) Purchasing Consortium

Texas Connection Consortium through Lamar Institute of Technology

Texas Department of Information Resources (DIR)

Texas Interlocal Purchasing System (TIPS)

U.S. General Services Administration (GSA), Schedules 70 and 84

NPPGov

University of Texas (UT) System

Equalis Group

Pace Purchasing Cooperative

INFORMATION REPORTS

- Workday Student Status Report for August 27, 2024 pg. 261
- Personnel Report for August 2024 pg. 262
- Trustee Travel Expense Summary FY2023-2024 pg. 265
- Revenues and Expenses as of July 31, 2024 pg. 266
- Statement of Net Position as of July 31, 2024 pg. 267
- Monthly Investment Report as of July 31, 2024 pg. 268
- Revised Monthly Investment Report as of May 31, 2024 pg. 291
- Revised Quarterly Investment Report as of May 31, 2024 pg. 315
- AECOM Monthly Report for July 2024 pg. 355

INFORMATION ITEM

Workday Student Status Report August 27, 2024

Description of the Project: This is the second phase of the Workday project, supporting the strategic initiative of streamlining administrative data systems to improve business processes and accommodate growth.

Project Status: The project is on budget and in yellow status due to schedule risks.

Objectives of the Project:

- Improve the student experience through enhanced stakeholder-facing tools using data-driven seamless engagement of students, faculty, staff, and administrators
- Modernize student systems and other supporting enterprise systems
- Offer configurable, streamlined processes providing an agile response to institutional and environmental changes

Status Summary: Key Accomplishments

- Continuing Education registration application Go-Live – 7/31/24
- 800-hour credit from WD – using for issue resolution and upgrades
- Virtual faculty training continues
- Testing, data auditing, issues resolution, and clean-up continue

Key Events and Milestones

August - March 2025

- Soft Drop – 8/2/24
- Real-time payment processing via refresh button – October 2024
- Real-time payment processing – refresh automatic – March 2025

Resource:

Dr. Abe Johnson, SVP Campus Operations
972-985-3760
ajohnson@collin.edu

Collin County Community College District Board of Trustees

Personnel Report for August 27, 2024

Faculty Appointments

Name	Start Date	Title	Department	Reason
Akanni Gbolahan	08/13/24	Professor, Cyber Security	Cyber Security	New position
Ian McLeod	08/14/24	Professor, Welding	Welding	New position
Theresa Prescott	08/13/24	Professor, Mathematics	Mathematics	Replacement Leah Beck
Tunde Soetan	08/13/24	Professor, Cyber Security	Cyber Security	Replacement Arthur Salmon
Allison Vance	08/14/24	Professor, English	English	New position

Staff Appointments

Name	Start Date	Title	Department	Reason
John Berry	08/13/24	Veterans Services Specialist	Veteran Services	Replacement Jason Elliston
Ethan Burkett	08/05/24	Instructional Office Assistant	Instructional Office	Replacement Claudio Rios Ramirez
Manav Jain	08/19/24	Web Developer/Administrator	eLearning Centers	New position
Miah Jn Charles	8/26/24	ERP Application Developer	Technology Services Software Support	New position
Timothy Henderson	08/05/24	Collin Police Officer	Police	Replacement Kenny Lopez
Derrick Moore	08/19/24	Food Service Worker	Food Services	Replacement Amber Denton
Seth Rutledge	07/22/24	Director Dual Credit	P-12 Partnerships/Dual Credit	Replacement Melinda Tingle
Zenon Tezcan	07/22/24	Help Desk Technician	Campus Technology Services	Replacement Elise Gordon
Randy Toler	08/26/24	Master Electrician	Facilities Operations	New position
Alisha Witthaus	08/01/24	Administrative Assistant	Instructional Office	Replacement Tracy Stover

Promotions and Changes

Name	Start Date	Title	Department	Reason
Laura Duran	08/05/24	N: Administrative Assistant. Continuing Education O: Administrative Assistant	N: Esthetician O: Workforce Dean	New position

Laura Henry	08/05/24	N: Director Grants Management O: Assistant Director Grants Management	N: Grants Management O: Grants Management	Reclassification
Alanna Vandiver	08/05/24	N: Coordinator Accounts Payable O: Accounts Payable Associate	N: CFO, Finance & Budgeting O: CFO, Finance & Budgeting	Replacement Taylor Troutman

Resignations and Separations

Name	Last Day	Service	Title	Department	Reason
Nasreen Ahmad	08/31/24	25	Special Assistant to Vice President Institutional Research	Institutional Research	Retirement
Camale Allen	07/19/24	1	Program Manager Continuing Education	Continuing Education	Resignation
Destiny Bentley	08/02/24	<1	Financial Aid Specialist	Financial Aid	Resignation
Stephanie Bielli	08/15/24	3	Professor, Licensed Vocational Nursing	Vocational Nursing	Resignation
Stacey Bilich	07/19/24	9	Manager, Science Labs	Biology	Resignation
Kristin Carpenter	08/15/24	9	Manager, Financial Aid	Financial Aid	Resignation
Donna Cartmill	08/31/24	35	Accountant	CFO, Finance & Budgeting	Retirement
Faye Catorce	08/23/24	<1	Accounts Receivable Associate	CFO, Finance & Budgeting	Resignation
Ceilidh Charleson-Jennings	08/31/24	30	Professor, Communications	Communications	Retirement
Jewel Coats	08/02/24	1	Manager, Apprenticeship and Employer Engagement	Grants and Contracts	Resignation
Jeffrey Courtright	08/31/24	6	Professor, Philosophy	Philosophy	Resignation
Omri Crewe	08/15/24	38	Lab Instructor	Math Lab	Retirement
Laura Foster	08/31/24	31	Professor, English	English	Retirement
James Freedle	08/31/24	3	Professor, Cybersecurity - BAT	Cybersecurity - BAT	Resignation
Sabrina Gillo	08/03/24	<1	Reference Associate	Library	Resignation
Rebecca Kleinman	08/07/24	10	Manager, Science Labs	Biology	Resignation
James Makokha	08/31/24	21	Professor, Economics	Economics	Retirement
Phyllis Martin	08/31/24	29	Administrative Assistant	Business and Professional Development	Retirement

Scott McCown	8/16/2024	2	Academic Advisor	Admissions and Advising	Resignation
Kenneth Neal	08/31/24	32	Director Facilities Maintenance	Facilities Operations	Retirement
Salena Parker	08/31/24	5	Professor, English	English	Resignation
Steven Reeves	08/08/24	4	Professor, Welding	Welding	Resignation
Christine Restmeyer	08/31/24	6	Professor, Health Professions	Health Professions	Resignation
Darrel Rochell	08/16/24	5	Professor, Welding	Welding	Resignation
Abel Saenz	08/02/24	13	HVAC Automation Controls Technician	Physical Plant Support Services	Resignation
Julie Sears	08/31/24	14	Professor, English	English	Resignation
Lawrence Stern	08/31/24	34	Professor, Sociology	Sociology	Retirement
Amanda Tramel	07/31/24	1	Professor, Health Professions	Health Professions	Resignation
Isabel Velazquez	08/16/24	<1	Lab Assistant	Chemistry Lab	Resignation
Nathaniel Walker	07/31/24	2	Director HR/Benefits Compensation and HRIS	Human Resources	Separation

INFORMATION ITEM
Trustee Travel Expense Summary
FY 2023-2024

Trustee	Event	FY 2023-2024
Alexander	THECB required training in person for new board members – Dec 12-13, 2024 in Austin	\$1,067.13
Arias		\$0
Collins		\$0
Gomel		\$0
Hardin		\$0
Menon		\$0
Orr		\$0
Saad		\$0
Wallace	THECB required training via Zoom for new board members – Mar 26, 2024	\$100.00
Annual Total		\$1,167.13
FY 2023-2024 Budget		\$28,100.00

Collin College
 GASB Statement of Revenues, Expenses, Changes in Net Position
 For the Period Ending
 July 31, 2024

Budget All Funds	Year-To-Date Actuals (91.7% Elapsed)									% Actual to Budget	
	FD100-FD125 Unrestricted (Includes Innovation, SAFAC)	FD130 Debt Stabilization	FD200-FD215 Restricted (Includes Cost Share and Other)	FD300 Auxiliary	FD500 Building	FD600 Bond Fund	FD700 Debt Service	FD900 Investment in Plant	Total All Funds		
Revenues											
Tuition & fees, net	\$ 50,530,675	\$ 50,844,380	\$ -	\$ 1,984,127	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,828,507	105%
Federal grants and contracts	2,644,720	235,512	-	3,063,187	-	-	-	-	-	3,298,699	125%
State grants and contracts	523,576	-	-	1,389,941	-	-	-	-	-	1,389,941	265%
Non-governmental grants and contracts	-	-	-	132,057	-	-	-	-	-	132,057	0%
Sales and services of educational enterprises	654,000	683,703	-	-	-	-	-	-	-	683,703	105%
Auxiliary enterprises	5,433,403	-	-	-	4,578,046	-	-	-	-	4,578,046	84%
Other operating revenue	600,000	538,853	-	75	3,014	-	-	-	-	541,942	90%
Total operating revenues	\$ 60,386,374	\$ 52,302,448	\$ -	\$ 6,569,387	\$ 4,581,060	\$ -	\$ -	\$ -	\$ -	\$ 63,452,895	105%
Expenses											
Operating expenses											
Instruction	\$ 116,116,333	101,837,683	\$ -	\$ 6,401,655	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,239,338	93%
Public service	674,095	67,548	-	457,647	-	-	-	-	-	525,195	78%
Academic support	33,459,307	26,569,893	-	2,859,114	-	-	-	-	-	29,429,007	88%
Student services	24,497,822	18,247,916	-	2,001,513	-	-	-	-	-	20,249,429	83%
Institutional support	61,794,691	42,905,739	-	3,483,366	-	-	-	-	-	46,389,105	75%
Operation and maintenance of plant	28,638,896	21,969,015	-	-	-	-	-	-	-	21,969,015	77%
Scholarships	23,248,078	(11,733,333)	-	41,346,878	-	-	-	-	-	29,613,545	127%
Auxiliary enterprises	6,886,166	-	-	-	5,208,089	-	-	-	-	5,208,089	76%
Depreciation	23,235,605	-	-	-	-	-	-	21,775,272	-	21,775,272	94%
Total operating expenses	\$ 318,550,993	\$ 199,864,461	\$ -	\$ 56,550,173	\$ 5,208,089	\$ -	\$ -	\$ -	\$ 21,775,272	\$ 283,397,995	89%
Operating income (loss)	\$ (258,164,619)	\$ (147,562,013)	\$ -	\$ (49,980,786)	\$ (627,029)	\$ -	\$ -	\$ -	\$ (21,775,272)	\$ (219,945,100)	85%
Non-operating revenues (expenses)											
State appropriations	\$ 62,411,364	\$ 51,540,138	\$ -	\$ 11,710,537	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,250,675	101%
Ad valorem taxes:											
Taxes for maintenance and operations	149,828,839	146,418,359	-	-	-	-	-	-	-	146,418,359	98%
Taxes for general obligation bonds	12,425,783	-	-	-	-	-	12,389,667	-	-	12,389,667	100%
Federal grants & contracts	31,956,300	97,075	-	35,573,605	-	-	-	-	-	35,670,680	112%
State grant & contracts	3,547,793	-	-	3,548,220	-	-	-	-	-	3,548,220	100%
Gifts	35,110	45,110	-	83,896	-	-	-	-	-	129,006	367%
Investment income, net	9,500,000	9,594,991	3,768,118	100,901	-	5,111,329	-	3,035,464	-	21,610,803	227%
Interest on capital related debt	(20,363,156)	-	-	-	-	-	-	(15,624,176)	-	(15,624,176)	77%
Other non-operating revenues	100,000	200,000	-	-	-	-	-	-	-	200,000	200%
Other non-operating expenses	(3,500)	(4,200)	-	-	-	-	-	-	-	(4,200)	120%
Total non-operating revenues (expenses)	\$ 249,438,533	\$ 207,891,473	\$ 3,768,118	\$ 51,017,159	\$ -	\$ 5,111,329	\$ -	\$ (199,045)	\$ -	\$ 267,589,034	107%
Other changes											
Transfers in (out)	\$ (20,485,000)	\$ (25,294,284)	\$ -	\$ -	\$ 316,894	\$ -	\$ -	\$ 24,977,390	\$ -	\$ -	0%
Reserves	6,157,870	-	-	-	-	-	-	-	-	-	0%
Total other changes	\$ (14,327,130)	\$ (25,294,284)	\$ -	\$ -	\$ 316,894	\$ -	\$ -	\$ 24,977,390	\$ -	\$ -	0%
Increase (decrease) in net position	\$ (23,053,216)	\$ 35,035,176	\$ 3,768,118	\$ 1,036,373	\$ (310,135)	\$ 5,111,329	\$ -	\$ 24,778,345	\$ (21,775,272)	\$ 47,643,934	-207%
Net position beginning of year		5,139,431	81,760,255	2,223,752	2,126,049	112,430,226	6,400,000	18,082,180	310,641,513	538,803,406	
Net position for period ended Jul 2024		\$ 40,174,607	\$ 85,528,373	\$ 3,260,125	\$ 1,815,914	\$ 117,541,555	\$ 6,400,000	\$ 42,860,525	\$ 288,866,241	\$ 586,447,340	

Collin College
Statement of Net Position
July 2024

Ledger Account	July 31, 2024	July 31, 2023
Assets		
Current Assets		
Cash & Cash Equivalents	\$ 138,270,074	\$ 148,256,447
Restricted Cash & Cash Equivalents	69,781,446	70,844,304
Short-term Investments	145,786,799	110,055,676
Accounts Receivable, Net of Allowance	19,753,810	18,389,274
Taxes Receivables, Net of Allowance	608,265	829,926
Prepaid Expenses	449,361	1,988,012
Noncurrent Assets		
Long-term Investments	93,641,587	101,438,298
Lease Receivable	740,392	807,160
Plant & Equipment, Net	828,041,979	839,320,933
Total Assets	\$ 1,297,073,713	\$ 1,291,930,030
Deferred Outflows		
Deferred Outflows - Pension	31,383,950	22,644,701
Deferred Outflows - OPEB	34,968,451	51,701,661
Total Deferred Outflows	\$ 66,352,401	\$ 74,346,362
Liabilities		
Current Liabilities		
Accounts Payable and Accrued Liabilities	1,999,252	6,264,313
Accrued Interest	9,651,134	10,109,970
Funds Held for Others	431,248	508,343
Unearned Revenue	25,334,071	21,176,911
Accrued Compensable Absences - Current Portion	419,404	479,260
Lease and SBITA Liabilities - Current Portion	3,868,940	3,353,629
Bonds Payable - Current Portion	20,485,000	18,215,000
OPEB Liability - Current Portion	2,486,437	2,398,482
Noncurrent Liabilities		
Accrued Compensable Absences	1,865,657	1,582,934
Lease and SBITA Liabilities	10,876,600	11,563,061
Net Pension Liability	57,614,710	23,461,964
Net OPEB Liability	93,153,606	114,306,618
Bonds Payable	511,462,931	535,266,532
Total Liabilities	\$ 739,648,990	\$ 748,687,017
Deferred Inflows		
Deferred Inflows - Pension	3,931,695	25,156,088
Deferred Inflows - OPEB	32,580,802	15,860,983
Deferred Inflows - Leases	817,287	906,775
Total Deferred Inflows	\$ 37,329,784	\$ 41,923,846
Total Net Assets	\$ 586,447,340	\$ 575,665,529

Collin County Community College District

Investment Report

As of July 31, 2024

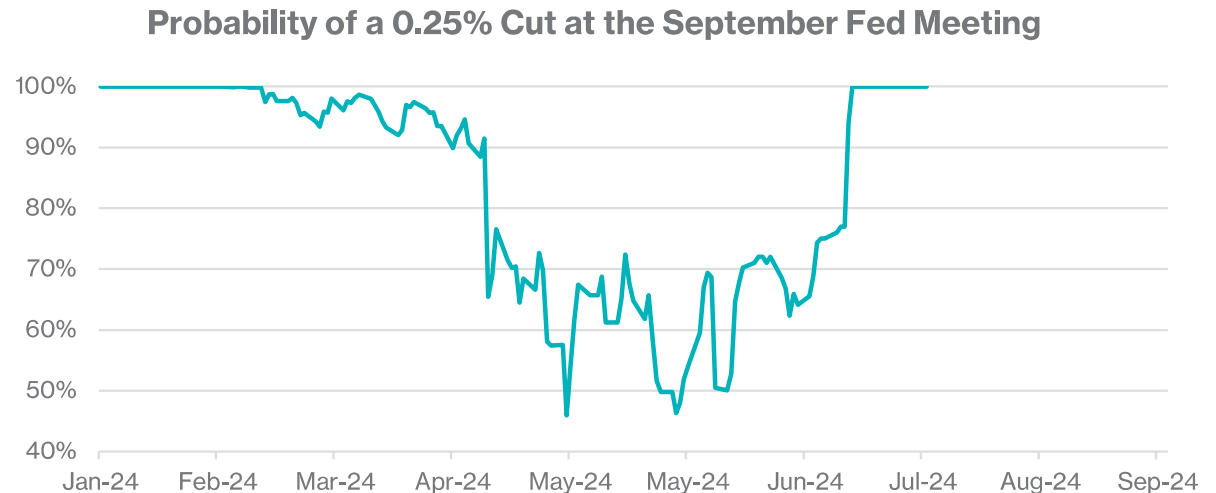


OBSERVATIONS AND EXPECTATIONS

- Market and the Fed are positioning for a September 18th rate cut
- The unemployment rate remains historically low, but is climbing
- The Fed's preferred inflation metric is progressing to their 2% target
- Intermediate-term rates are nearing the lowest levels of the year

Fed Tees Up a September Rate Cut

- With recently released economic data, market participants are expecting a 0.25% cut at the September Fed meeting with a 100% probability.
- This probability was much lower earlier in the year when economic metrics were more robust.

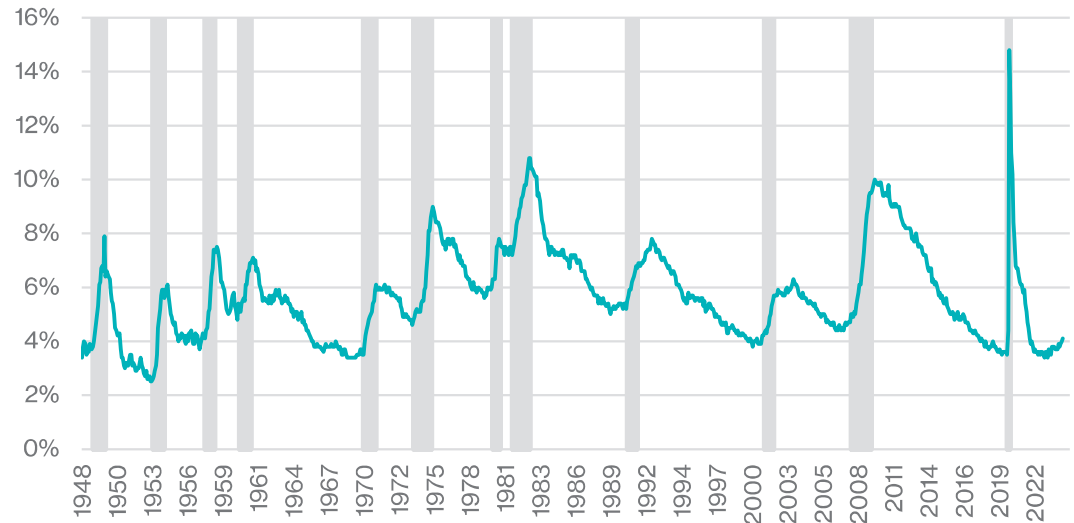


SOURCE: BLOOMBERG, CME

A Solid Job Market With Signs of Softness

- The U.S. unemployment rate hit a low for this cycle at 3.4% last year.
- The current low rate of near 4% is an extremely low rate by historical standards.
- In the past, when the unemployment rate increased by more than 0.5% from its recent low, the U.S. economy experienced a slow down or recession soon thereafter.

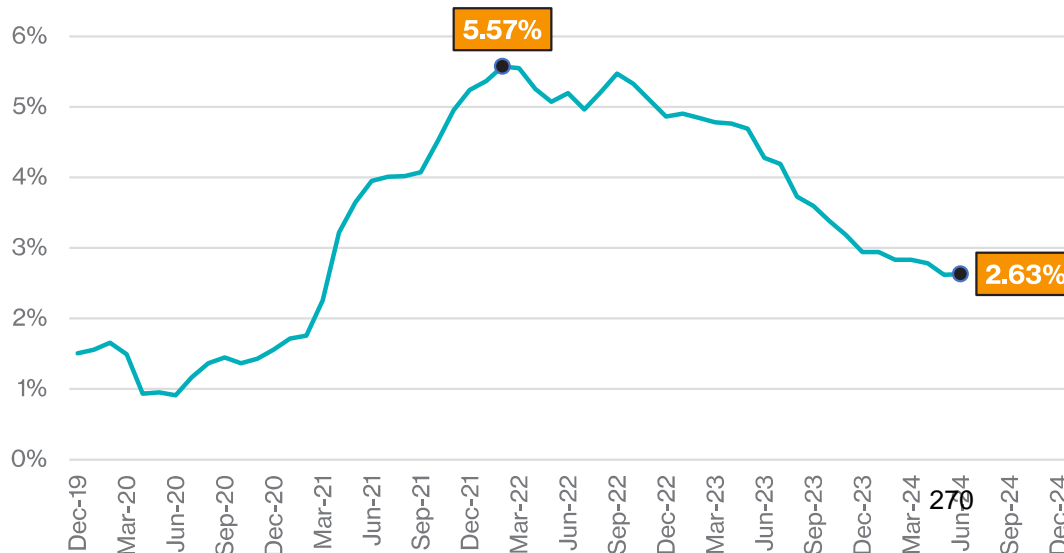
U.S. Unemployment Rate



SOURCE: BLOOMBERG, BUREAU OF LABOR STATISTICS, SHADED AREAS ARE RECESSIONS

The Fed vs. The Market

PCE Core YoY

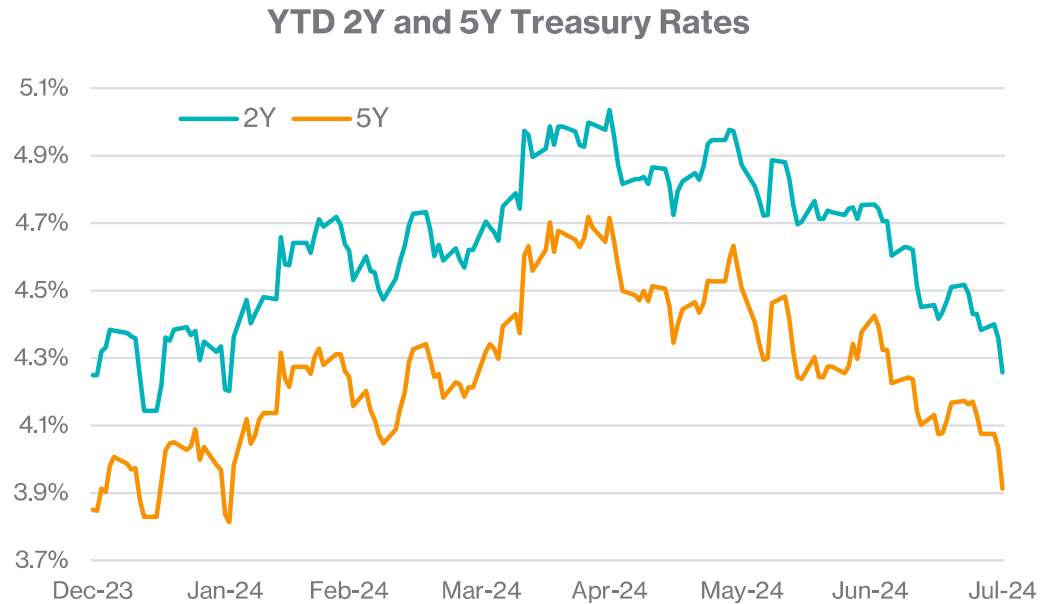


- The Federal Reserve’s favored inflation gauge, the Core Person Consumption Expenditures Price Index, has fallen precipitously from its high in 2022.
- Core PCE YoY is getting close to the Fed’s 2% target, assisting them in their plan to cut rates.

SOURCE: BLOOMBERG, BUREAU OF ECONOMIC ANALYSIS

Intermediate-Term Rates Dropping the Past Few Months

- Both the 2-year and 5-year U.S. Treasury rates had their cycle peaks last October at 5.22% and 4.96%, respectively.
- Intermediate-term U.S. Treasury rates have fallen materially the past few months, correlated with lower inflation and expectations of a Fed cut



SOURCE: BLOOMBERG

Takeaways

- With interest rates at or near long-term averages, portfolios should benefit from buying longer dated securities now as rates are expected to fall even more once rate cuts begin.
- Recent economic data are starting to show signs of a slower economy in the future, but not a recession on the near-term horizon.

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Transaction Statement	15
Amortization Schedule	16
Accrued Interest Schedule	18
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Portfolio Summary

4.85

Average Yield

0.50

Weighted Average Maturity (Years)

0.47

Portfolio Effective Duration (Years)

0.50

Weighted Average Life (Years)

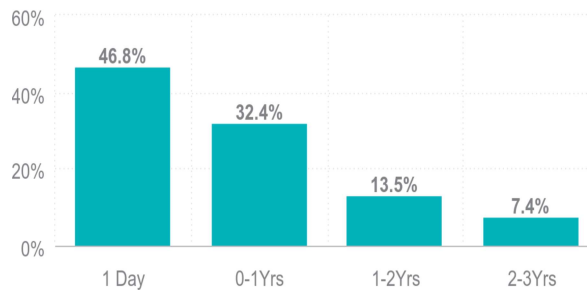
AA+

Average Credit Rating

Portfolio Position

Par Value	\$450,761,744
Principal Cost	\$446,303,827
Book Value	\$448,683,853
Market Value	\$448,559,202
Unrealized Gain/Loss	(\$124,650)
Accrued Interest	\$1,621,144

Maturity Distribution



Sector Allocation



● LGIP	46.73%
● U.S. Agencies	32.29%
● Commercial Paper	12.03%
● U.S. Treasuries	8.92%
● Bank Deposits	0.04%

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	166,423.43	166,423.43	166,423.43	0.04%	1	0.00
LGIP	209,595,320.89	209,595,320.89	209,595,320.89	46.73%	1	5.32
Commercial Paper	55,000,000.00	53,982,628.80	53,982,628.80	12.03%	129	5.35
U.S. Treasuries	40,500,000.00	39,994,414.22	39,969,812.36	8.92%	323	4.50
U.S. Agencies	145,500,000.00	144,820,415.00	144,969,667.09	32.29%	427	4.10
TOTAL	450,761,744.32	448,559,202.34	448,683,852.57	100.00%	183	4.85
CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		78,919.27	78,919.27			
TOTAL CASH AND INVESTMENTS	450,761,744.32	448,638,121.61	448,762,771.84		183	4.85
TOTAL EARNINGS						
	CURRENT MONTH					
	1,872,948.12					

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
2020 BOND SERIES						
LGIP	1	27,812,975.72	27,812,975.72	6.18	5.32	1
Commercial Paper	1	5,000,000.00	4,932,508.33	1.10	5.49	92
TOTAL	2	32,812,975.72	32,745,484.05	7.30	5.34	15

BUILDING						
LGIP	2	43,026,090.17	43,026,090.17	9.56	5.31	1
Commercial Paper	3	25,000,000.00	24,438,248.25	5.43	5.23	159
U.S. Treasuries	2	20,000,000.00	19,699,953.09	4.40	4.39	177
U.S. Agencies	5	35,000,000.00	35,006,660.26	7.77	3.44	208
TOTAL	12	123,026,090.17	122,170,951.77	27.19	4.61	120

DEBT SERVICE						
LGIP	1	41,968,470.55	41,968,470.55	9.32	5.32	1
TOTAL	1	41,968,470.55	41,968,470.55	9.36	5.32	1

OPERATING						
Bank Deposits	1	166,423.43	166,423.43	0.04	0.00	1
LGIP	3	65,946,046.81	65,946,046.81	14.65	5.32	1
U.S. Treasuries	3	20,500,000.00	20,269,859.27	4.56	4.60	465
U.S. Agencies	9	80,500,000.00	79,957,536.89	17.99	4.25	521
TOTAL	16	167,112,470.24	166,339,866.40	37.12	4.71	309

STABILIZATION						
LGIP	1	30,841,737.64	30,841,737.64	6.85	5.32	1
Commercial Paper	3	25,000,000.00	24,611,872.22	5.47	5.45	107
U.S. Agencies	4	30,000,000.00	30,005,469.95	6.69	4.50	437
TOTAL	8	85,841,737.64	85,459,079.81	19.04	5.07	185



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
GRAND TOTAL	39	450,761,744.32	448,683,852.57	100.00	4.85	184



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
2020 BOND SERIES												
LGIP												
TEXPOOL	TexPool	07/31/2024 07/31/2024	27,812,975.72	27,812,975.72 0.00	27,812,975.72	5.32		1	1.00 27,812,975.72	0.00 27,812,975.72	6.20	AAA
LGIP TOTAL			27,812,975.72	27,812,975.72 0.00	27,812,975.72	5.32		1	1.00 27,812,975.72	0.00 27,812,975.72	6.20	AAA
COMMERCIAL PAPER												
62479LKX2	MUFG BANK NY 10/31/24	04/30/2024 04/30/2024	5,000,000.00	4,863,533.33 0.00	4,863,533.33	5.49	10/31/2024	92	98.65 4,932,508.33	0.00 4,932,508.33	1.10	P-1 A-1
COMMERCIAL PAPER TOTAL			5,000,000.00	4,863,533.33 0.00	4,863,533.33	5.49		92	98.65 4,932,508.33	0.00 4,932,508.33	1.10	A-1
2020 BOND SERIES TOTAL			32,812,975.72	32,676,509.05 0.00	32,676,509.05	5.34		15	32,745,484.05	0.00 32,745,484.05	7.30	AA+
BUILDING												
LGIP												
TEXSTAR	TexSTAR	07/31/2024 07/31/2024	31,108,725.95	31,108,725.95 0.00	31,108,725.95	5.31		1	1.00 31,108,725.95	0.00 31,108,725.95	6.94	AAA
TEXPOOL	TexPool	07/31/2024 07/31/2024	11,917,364.22	11,917,364.22 0.00	11,917,364.22	5.32		1	1.00 11,917,364.22	0.00 11,917,364.22	2.66	AAA
LGIP TOTAL			43,026,090.17	43,026,090.17 0.00	43,026,090.17	5.31		1	1.00 43,026,090.17	0.00 43,026,090.17	9.59	AAA
COMMERCIAL PAPER												
62479LK46	MUFG BANK NY 10/04/24	01/18/2024 01/18/2024	10,000,000.00	9,639,611.11 0.00	9,639,611.11	5.15	10/04/2024	65	99.11 9,911,288.89	0.00 9,911,288.89	2.21	P-1 A-1
22533TNF9	CREDIT AGRI NY 01/15/25	07/16/2024 07/16/2024	5,000,000.00	4,866,600.00 0.00	4,866,600.00	5.39	01/15/2025	168	97.57 4,878,263.39	0.00 4,878,263.39	1.09	P-1 A-1
22533TR73	CREDIT AGRI NY 04/07/25	07/16/2024 07/16/2024	10,000,000.00	9,626,122.22 0.00	9,626,122.22	5.24	04/07/2025	250	96.49 9,648,695.97	0.00 9,648,695.97	2.15	P-1 A-1
COMMERCIAL PAPER TOTAL			25,000,000.00	24,132,333.33 0.00	24,132,333.33	5.23		159	97.77 24,438,248.25	0.00 24,438,248.25	5.45	A-1
U.S. TREASURIES												
912828YE4	US TREASURY 1.250 08/31/24	04/13/2022 04/18/2022	5,000,000.00	4,860,937.50 0.00	4,860,937.50	2.47	08/31/2024	31	99.64 4,981,835.95	(13,346.64) 4,995,182.59	1.11	Aaa AA+
91282CED9	US TREASURY 1.750 03/15/25	03/27/2024 03/27/2024	15,000,000.00	14,538,867.19 8,559.78	14,547,426.97	5.05	03/15/2025	227	98.05 14,708,203.20	3,432.70 14,704,770.50	3.28	Aaa AA+
U.S. TREASURIES TOTAL			20,000,000.00	19,399,804.69 8,559.78	19,408,364.47	4.39		177	98.45 19,690,039.15	(9,913.94) 19,699,953.09	4.39	AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
U.S. AGENCIES												
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	07/10/2021 08/30/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	0.50	08/28/2024	28	99.61 4,980,700.00	(19,300.00) 5,000,000.00	1.11	Aaa AA+
3130ARD24	FHLBANKS 2.010 09/30/24 '24	05/22/2023 05/24/2023	10,000,000.00	9,613,500.00 0.00	9,613,500.00	5.00	09/30/2024	61	99.40 9,940,000.00	(12,983.09) 9,952,983.09	2.22	Aaa AA+
3130AQC3	FHLBANKS 1.000 12/20/24 '24	12/10/2021 12/20/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	1.00	12/20/2024	142	98.30 4,915,000.00	(85,000.00) 5,000,000.00	1.10	Aaa AA+
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	01/09/2023 01/11/2023	5,000,000.00	5,013,700.00 0.00	5,013,700.00	4.36	01/10/2025	163	99.64 4,982,000.00	(21,037.40) 5,003,037.40	1.11	Aaa AA+
3130ATUC9	FHLBANKS 4.500 12/12/25	01/06/2023 01/10/2023	10,000,000.00	10,108,500.00 0.00	10,108,500.00	4.10	12/12/2025	499	99.83 9,982,700.00	(67,939.77) 10,050,639.77	2.23	Aaa AA+
U.S. AGENCIES TOTAL			35,000,000.00	34,735,700.00 0.00	34,735,700.00	3.44		208	99.43 34,800,400.00	(206,260.26) 35,006,660.26	7.76	AA+
BUILDING TOTAL			123,026,090.17	121,293,928.19 8,559.78	121,302,487.97	4.61		120	121,954,777.57	(216,174.20) 122,170,951.77	27.19	AA

DEBT SERVICE

LGIP												
TEXPOOL	TexPool	07/31/2024 07/31/2024	41,968,470.55	41,968,470.55 0.00	41,968,470.55	5.32		1	1.00 41,968,470.55	0.00 41,968,470.55	9.36	AAA
LGIP TOTAL			41,968,470.55	41,968,470.55 0.00	41,968,470.55	5.32		1	1.00 41,968,470.55	0.00 41,968,470.55	9.36	AAA
DEBT SERVICE TOTAL			41,968,470.55	41,968,470.55 0.00	41,968,470.55	5.32		1	1.00 41,968,470.55	0.00 41,968,470.55	9.36	AAA

OPERATING

BANK DEPOSITS												
515327828	JPMorgan Chase Commercial Checking Account	07/31/2024 07/31/2024	166,423.43	166,423.43 0.00	166,423.43	0.00		1	1.00 166,423.43	0.00 166,423.43	0.04	NA
BANK DEPOSITS TOTAL			166,423.43	166,423.43 0.00	166,423.43	0.00		1	1.00 166,423.43	0.00 166,423.43	0.04	NA
LGIP												
TEXSTAR	TexSTAR	07/31/2024 07/31/2024	12,458,941.46	12,458,941.46 0.00	12,458,941.46	5.31		1	1.00 12,458,941.46	0.00 12,458,941.46	2.78	AAA
TXRANGE	Texas Range TexasDAILY Fund	07/31/2024 07/31/2024	5,653,261.75	5,653,261.75 0.00	5,653,261.75	5.31		1	1.00 5,653,261.75	0.00 5,653,261.75	1.26	AAA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
TEXPOOL	TexPool	07/31/2024 07/31/2024	47,833,843.60	47,833,843.60 0.00	47,833,843.60	5.32		1	1.00 47,833,843.60	0.00 47,833,843.60	10.66	AAA
LGIP TOTAL			65,946,046.81	65,946,046.81 0.00	65,946,046.81	5.32		1	1.00 65,946,046.81	0.00 65,946,046.81	14.70	AAA
U.S. TREASURIES												
912828ZT0	US TREASURY 0.250 05/31/25	05/13/2022 06/15/2022	5,000,000.00	4,557,031.25 0.00	4,557,031.25	3.42	05/31/2025	304	96.26 4,812,890.65	(62,946.97) 4,875,837.62	1.07	Aaa AA+
91282CFP1	US TREASURY 4.250 10/15/25	11/22/2023 11/22/2023	8,000,000.00	7,905,937.50 0.00	7,905,937.50	4.90	10/15/2025	441	99.59 7,966,875.04	26,597.26 7,940,277.78	1.78	Aaa AA+
91282CGR6	US TREASURY 4.625 03/15/26	04/29/2024 04/29/2024	7,500,000.00	7,446,386.72 42,416.78	7,488,803.50	5.03	03/15/2026	592	100.33 7,524,609.38	70,865.50 7,453,743.87	1.68	Aaa AA+
U.S. TREASURIES TOTAL			20,500,000.00	19,909,355.47 42,416.78	19,951,772.25	4.60		464	99.07 20,304,375.07	34,515.79 20,269,859.27	4.53	AA+
U.S. AGENCIES												
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	09/14/2021 10/04/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	0.50	10/04/2024	65	99.10 4,955,050.00	(44,950.00) 5,000,000.00	1.10	Aaa AA+
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	01/17/2023 01/19/2023	10,000,000.00	10,031,011.40 0.00	10,031,011.40	4.32	11/18/2024	110	99.73 9,973,300.00	(31,749.70) 10,005,049.70	2.22	Aaa AA+
3135G03U5	FANNIE MAE 0.625 04/22/25	08/03/2022 08/05/2022	5,000,000.00	4,673,949.80 0.00	4,673,949.80	3.15	04/22/2025	265	96.94 4,847,000.00	(66,004.58) 4,913,004.58	1.08	Aaa AA+
3135G04Z3	FANNIE MAE 0.500 06/17/25	01/19/2023 01/23/2023	7,500,000.00	6,906,450.00 0.00	6,906,450.00	3.99	06/17/2025	321	96.33 7,224,675.00	(58,378.78) 7,283,053.78	1.61	Aaa AA+
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	06/14/2022 07/14/2022	5,000,000.00	5,000,000.00 0.00	5,000,000.00	4.00	07/14/2025	348	99.09 4,954,550.00	(45,450.00) 5,000,000.00	1.10	Aaa AA+
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	01/27/2023 02/02/2023	7,500,000.00	7,472,550.00 0.00	7,472,550.00	4.01	02/02/2026	551	99.01 7,425,375.00	(60,865.69) 7,486,240.69	1.66	Aaa AA+
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	04/30/2024 04/30/2024	7,500,000.00	7,444,333.73 27,942.71	7,472,276.44	5.03	04/01/2026	609	100.20 7,514,625.00	62,906.16 7,451,718.84	1.68	Aaa AA+
3130AWTQ3	FHLBANKS 4.625 09/11/26	09/25/2023 09/25/2023	25,000,000.00	24,759,469.25 0.00	24,759,469.25	4.97	09/11/2026	772	100.54 25,134,500.00	305,992.21 24,828,507.79	5.60	Aaa AA+
3130AXU63	FHLBANKS 4.625 11/17/26	11/22/2023 11/22/2023	8,000,000.00	7,986,936.00 0.00	7,986,936.00	4.68	11/17/2026	839	100.74 8,059,040.00	69,078.50 7,989,961.50	1.80	Aaa AA+
U.S. AGENCIES TOTAL			80,500,000.00	79,274,700.18 27,942.71	79,302,642.89	4.24		519	99.51 80,088,115.00	130,578.11 79,957,536.89	17.85	AA+
OPERATING TOTAL			167,112,470.24	165,296,525.89 70,359.49	165,366,885.38	4.71		307	166,504,960.31	165,093.91 166,339,866.40	37.12	AA+

STABILIZATION

LGIP



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
TEXPOOL	TexPool	07/31/2024 07/31/2024	30,841,737.64	30,841,737.64 0.00	30,841,737.64	5.32		1	1.00 30,841,737.64	0.00 30,841,737.64	6.88	AAA
LGIP TOTAL			30,841,737.64	30,841,737.64 0.00	30,841,737.64	5.32		1	1.00 30,841,737.64	0.00 30,841,737.64	6.88	AAA
COMMERCIAL PAPER												
06741FKP1	BARCLAYS BNK PLC 10/23/24	04/29/2024 04/29/2024	10,000,000.00	9,734,991.67 0.00	9,734,991.67	5.54	10/23/2024	84	98.76 9,875,730.56	0.00 9,875,730.56	2.20	P-1 A-1
62479LKX2	MUFG BANK NY 10/31/24	04/30/2024 04/30/2024	5,000,000.00	4,863,533.33 0.00	4,863,533.33	5.49	10/31/2024	92	98.65 4,932,508.33	0.00 4,932,508.33	1.10	P-1 A-1
06054NMG3	BOFA SECURITIES 12/16/24	03/22/2024 03/22/2024	10,000,000.00	9,614,433.33 0.00	9,614,433.33	5.33	12/16/2024	138	98.04 9,803,633.33	0.00 9,803,633.33	2.19	P-1 A-1
COMMERCIAL PAPER TOTAL			25,000,000.00	24,212,958.33 0.00	24,212,958.33	5.45		107	98.45 24,611,872.22	0.00 24,611,872.22	5.49	A-1
U.S. AGENCIES												
3130AWER7	FHLBANKS 4.625 06/06/25	06/12/2023 06/12/2023	8,000,000.00	7,993,360.00 0.00	7,993,360.00	4.67	06/06/2025	310	99.78 7,982,560.00	(14,604.92) 7,997,164.92	1.78	Aaa AA+
3130AWER7	FHLBANKS 4.625 06/06/25	06/12/2023 06/12/2023	2,000,000.00	1,998,327.50 0.00	1,998,327.50	4.67	06/06/2025	310	99.78 1,995,640.00	(3,645.89) 1,999,285.89	0.44	Aaa AA+
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	11/22/2023 11/22/2023	10,000,000.00	9,989,910.00 0.00	9,989,910.00	4.93	11/13/2025	470	100.35 10,035,400.00	41,958.12 9,993,441.88	2.24	Aaa AA+
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	01/12/2023 01/17/2023	10,000,000.00	10,032,100.00 0.00	10,032,100.00	3.89	01/13/2026	531	99.18 9,918,300.00	(97,277.26) 10,015,577.26	2.21	Aaa AA+
U.S. AGENCIES TOTAL			30,000,000.00	30,013,697.50 0.00	30,013,697.50	4.50		437	99.78 29,931,900.00	(73,569.95) 30,005,469.95	6.67	AA+
STABILIZATION TOTAL			85,841,737.64	85,068,393.47 0.00	85,068,393.47	5.07		184	85,385,509.86	(73,569.95) 85,459,079.81	19.04	AA
GRAND TOTAL			450,761,744.32	446,303,827.15 78,919.27	446,382,746.42	4.85		183	448,559,202.34	(124,650.24) 448,683,852.57	100.00	AA+

Cash Reconciliation Report

BUILDING						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
BUY						
07/16/2024	22533TR73	CREDIT AGRI NY 04/07/25	10,000,000.00	04/07/2025	9,626,122.22	-9,626,122.22
07/16/2024	22533TNF9	CREDIT AGRI NY 01/15/25	5,000,000.00	01/15/2025	4,866,600.00	-4,866,600.00
BUY TOTAL			15,000,000.00		14,492,722.22	-14,492,722.22
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
07/10/2024	3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	0.00	01/10/2025	0.00	112,500.00
COUPON TOTAL			0.00		0.00	112,500.00
DEBT SERVICE						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
07/22/2024	89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	-20,000,000.00	07/22/2024	-20,000,000.00	20,000,000.00
MATURITY TOTAL			-20,000,000.00		-20,000,000.00	20,000,000.00

Transaction Statement

BUILDING									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	07/16/2024	07/16/2024	22533TR73	CREDIT AGRI NY 04/07/25	10,000,000.00	9,626,122.22	0.00	(9,626,122.22)	5.24
	07/16/2024	07/16/2024	22533TNF9	CREDIT AGRI NY 01/15/25	5,000,000.00	4,866,600.00	0.00	(4,866,600.00)	5.39
BUY TOTAL					15,000,000.00	14,492,722.22	0.00	(14,492,722.22)	5.29

DEBT SERVICE									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS	
MATURITY									
	07/22/2024	07/22/2024	89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	(20,000,000.00)	20,000,000.00	20,000,000.00	0.00	
MATURITY TOTAL					(20,000,000.00)	20,000,000.00	20,000,000.00	0.00	

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
2020 BOND SERIES									
62479LKX2	MUFG BANK NY 10/31/24	5,000,000.00	4,863,533.33	(136,466.67)	4,909,516.66	22,991.67	4,932,508.33	68,975.00	(67,491.67)
TOTAL		5,000,000.00	4,863,533.33	(136,466.67)	4,909,516.66	22,991.67	4,932,508.33	68,975.00	(67,491.67)
BUILDING									
22533TNF9	CREDIT AGRIN Y 01/15/25	5,000,000.00	4,866,600.00	(133,400.00)	0.00	11,663.39	4,878,263.39	11,663.39	(121,736.61)
22533TR73	CREDIT AGRIN Y 04/07/25	10,000,000.00	9,626,122.22	(373,877.78)	0.00	22,573.75	9,648,695.97	22,573.75	(351,304.03)
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	5,000,000.00	5,013,700.00	13,700.00	5,003,618.63	(581.23)	5,003,037.40	(10,662.60)	3,037.40
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3130ARD24	FHLBANKS 2.010 09/30/24 '24	10,000,000.00	9,613,500.00	(386,500.00)	9,928,691.02	24,292.07	9,952,983.09	339,483.09	(47,016.91)
3130ATUC9	FHLBANKS 4.500 12/12/25	10,000,000.00	10,108,500.00	108,500.00	10,053,792.05	(3,152.27)	10,050,639.77	(57,860.23)	50,639.77
62479LK46	MUFG BANK NY 10/04/24	10,000,000.00	9,639,611.11	(360,388.89)	9,868,319.44	42,969.44	9,911,288.89	271,677.78	(88,711.11)
912828YE4	US TREASURY 1.250 08/31/24	5,000,000.00	4,860,937.50	(139,062.50)	4,990,204.60	4,977.99	4,995,182.59	134,245.09	(4,817.41)
91282CED9	US TREASURY 1.750 03/15/25	15,000,000.00	14,538,867.19	(461,132.81)	14,664,274.41	40,496.08	14,704,770.50	165,903.31	(295,229.50)
TOTAL		80,000,000.00	78,267,838.02	(1,732,161.98)	64,508,900.16	143,239.22	79,144,861.60	877,023.58	(855,138.40)
DEBT SERVICE									
89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	20,000,000.00	19,640,777.78	(359,222.22)	19,938,166.67	61,833.33	0.00	359,222.22	0.00
TOTAL		20,000,000.00	19,640,777.78	(359,222.22)	19,938,166.67	61,833.33	0.00	359,222.22	0.00
OPERATING									
3135G04Z3	FANNIE MAE 0.500 06/17/25	7,500,000.00	6,906,450.00	(593,550.00)	7,262,037.12	21,016.66	7,283,053.78	376,603.78	(216,946.22)
3135G03U5	FANNIE MAE 0.625 04/22/25	5,000,000.00	4,673,949.80	(326,050.20)	4,902,789.21	10,215.37	4,913,004.58	239,054.78	(86,995.42)
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	7,500,000.00	7,472,550.00	(27,450.00)	7,485,465.16	775.53	7,486,240.69	13,690.69	(13,759.31)
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	10,000,000.00	10,031,011.40	31,011.40	10,006,485.86	(1,436.15)	10,005,049.70	(25,961.70)	5,049.70
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	7,500,000.00	7,444,333.73	(55,666.27)	7,449,257.14	2,461.70	7,451,718.84	7,385.11	(48,281.16)
3130AWTQ3	FHLBANKS 4.625 09/11/26	25,000,000.00	24,759,469.25	(240,530.75)	24,821,612.51	6,895.28	24,828,507.79	69,038.54	(171,492.21)

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
3130AXU63	FHLBANKS 4.625 11/17/26	8,000,000.00	7,986,936.00	(13,064.00)	7,989,590.15	371.35	7,989,961.50	3,025.50	(10,038.50)
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
912828ZT0	US TREASURY 0.250 05/31/25	5,000,000.00	4,557,031.25	(442,968.75)	4,863,134.54	12,703.08	4,875,837.62	318,806.37	(124,162.38)
91282CFP1	US TREASURY 4.250 10/15/25	8,000,000.00	7,905,937.50	(94,062.50)	7,936,070.08	4,207.70	7,940,277.78	34,340.28	(59,722.22)
91282CGR6	US TREASURY 4.625 03/15/26	7,500,000.00	7,446,386.72	(53,613.28)	7,451,317.58	2,426.29	7,453,743.87	7,357.15	(46,256.13)
TOTAL		101,000,000.00	99,184,055.65	(1,815,944.35)	100,167,759.34	59,636.82	100,227,396.16	1,043,340.51	(772,603.84)

STABILIZATION

06741FKP1	BARCLAYS BNK PLC 10/23/24	10,000,000.00	9,734,991.67	(265,008.33)	9,829,316.67	46,413.89	9,875,730.56	140,738.89	(124,269.44)
06054NMG3	BOFA SECURITIES 12/16/24	10,000,000.00	9,614,433.33	(385,566.67)	9,759,200.00	44,433.33	9,803,633.33	189,200.00	(196,366.67)
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	10,000,000.00	10,032,100.00	32,100.00	10,016,488.38	(911.12)	10,015,577.26	(16,522.74)	15,577.26
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	10,000,000.00	9,989,910.00	(10,090.00)	9,993,008.40	433.48	9,993,441.88	3,531.88	(6,558.12)
3130AWER7	FHLBANKS 4.625 06/06/25	8,000,000.00	7,993,360.00	(6,640.00)	7,996,880.49	284.43	7,997,164.92	3,804.92	(2,835.08)
3130AWER7	FHLBANKS 4.625 06/06/25	2,000,000.00	1,998,327.50	(1,672.50)	1,999,214.25	71.64	1,999,285.89	958.39	(714.11)
62479LKX2	MUFG BANK NY 10/31/24	5,000,000.00	4,863,533.33	(136,466.67)	4,909,516.66	22,991.67	4,932,508.33	68,975.00	(67,491.67)
TOTAL		55,000,000.00	54,226,655.83	(773,344.17)	54,503,624.85	113,717.31	54,617,342.17	390,686.34	(382,657.83)

GRAND TOTAL		261,000,000.00	256,182,860.61	(4,817,139.39)	244,027,967.68	401,418.35	238,922,108.25	2,739,247.64	(2,077,891.75)
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Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
2020 BOND SERIES									
62479LKX2	MUFG BANK NY 10/31/24	2024-04-30	5,000,000.00	4,863,533.33	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2024-07-31	27,812,975.72	27,812,975.72	0.00	0.00	125,053.14	125,053.14	0.00
TOTAL			32,812,975.72	32,676,509.05	0.00	0.00	125,053.14	125,053.14	0.00
BUILDING									
22533TNF9	CREDIT AGRI NY 01/15/25	2024-07-16	5,000,000.00	4,866,600.00	0.00	0.00	0.00	0.00	0.00
22533TR73	CREDIT AGRI NY 04/07/25	2024-07-16	10,000,000.00	9,626,122.22	0.00	0.00	0.00	0.00	0.00
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	2023-01-11	5,000,000.00	5,013,700.00	106,875.00	0.00	18,750.00	112,500.00	13,125.00
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	2021-08-30	5,000,000.00	5,000,000.00	8,541.67	0.00	2,083.33	0.00	10,625.00
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	2021-12-20	5,000,000.00	5,000,000.00	1,527.78	0.00	4,166.67	0.00	5,694.44
3130ARD24	FHLBANKS 2.010 09/30/24 '24	2023-05-24	10,000,000.00	9,613,500.00	50,808.33	0.00	16,750.00	0.00	67,558.33
3130ATUC9	FHLBANKS 4.500 12/12/25	2023-01-10	10,000,000.00	10,108,500.00	23,750.00	0.00	37,500.00	0.00	61,250.00
62479LK46	MUFG BANK NY 10/04/24	2024-01-18	10,000,000.00	9,639,611.11	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2024-07-31	11,917,364.22	11,917,364.22	0.00	0.00	82,816.15	82,816.15	0.00
TEXSTAR	TexSTAR	2024-07-31	31,108,725.95	31,108,725.95	0.00	0.00	139,748.01	139,748.01	0.00
912828YE4	US TREASURY 1.250 08/31/24	2022-04-18	5,000,000.00	4,860,937.50	20,889.95	0.00	5,264.95	0.00	26,154.89
91282CED9	US TREASURY 1.750 03/15/25	2024-03-27	15,000,000.00	14,538,867.19	77,038.04	8,559.78	22,112.77	0.00	99,150.82
TOTAL			123,026,090.17	121,293,928.19	289,430.77	8,559.78	329,191.88	335,064.16	283,558.48
DEBT SERVICE									
TEXPOOL	TexPool	2024-07-31	41,968,470.55	41,968,470.55	0.00	0.00	125,139.89	125,139.89	0.00
TOTAL			41,968,470.55	41,968,470.55	0.00	0.00	125,139.89	125,139.89	0.00
OPERATING									
3135G04Z3	FANNIE MAE 0.500 06/17/25	2023-01-23	7,500,000.00	6,906,450.00	1,458.33	0.00	3,125.00	0.00	4,583.33
3135G03U5	FANNIE MAE 0.625 04/22/25	2022-08-05	5,000,000.00	4,673,949.80	5,989.58	0.00	2,604.17	0.00	8,593.75
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	2021-10-04	5,000,000.00	5,000,000.00	6,041.67	0.00	2,083.33	0.00	8,125.00
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	2023-02-02	7,500,000.00	7,472,550.00	120,286.46	0.00	24,218.75	0.00	144,505.21

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	2023-01-19	10,000,000.00	10,031,011.40	53,750.00	0.00	37,500.00	0.00	91,250.00
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	2024-04-30	7,500,000.00	7,444,333.73	86,718.75	27,942.71	28,906.25	0.00	115,625.00
3130AWTQ3	FHLBANKS 4.625 09/11/26	2023-09-25	25,000,000.00	24,759,469.25	353,298.61	0.00	96,354.17	0.00	449,652.78
3130AXU63	FHLBANKS 4.625 11/17/26	2023-11-22	8,000,000.00	7,986,936.00	45,222.22	0.00	30,833.33	0.00	76,055.56
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	2022-07-14	5,000,000.00	5,000,000.00	92,777.78	0.00	16,666.67	0.00	9,444.44
515327828	JPMorgan Chase Commercial Checking Account	2024-07-31	166,423.43	166,423.43	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2024-07-31	47,833,843.60	47,833,843.60	0.00	0.00	258,753.99	258,753.99	0.00
TEXSTAR	TexSTAR	2024-07-31	12,458,941.46	12,458,941.46	0.00	0.00	55,968.61	55,968.61	0.00
TXRANGE	Texas Range TexasDAILY Fund	2024-07-31	5,653,261.75	5,653,261.75	0.00	0.00	25,302.32	25,302.32	0.00
912828ZT0	US TREASURY 0.250 05/31/25	2022-06-15	5,000,000.00	4,557,031.25	1,058.74	0.00	1,058.74	0.00	2,117.49
91282CFP1	US TREASURY 4.250 10/15/25	2023-11-22	8,000,000.00	7,905,937.50	71,530.05	0.00	28,797.81	0.00	100,327.87
91282CGR6	US TREASURY 4.625 03/15/26	2024-04-29	7,500,000.00	7,446,386.72	101,800.27	42,416.78	29,220.45	0.00	131,020.72
TOTAL			167,112,470.24	165,296,525.89	939,932.47	70,359.49	641,393.59	340,024.92	1,141,301.14

STABILIZATION									
06741FKP1	BARCLAYS BNK PLC 10/23/24	2024-04-29	10,000,000.00	9,734,991.67	0.00	0.00	0.00	0.00	0.00
06054NMG3	BOFA SECURITIES 12/16/24	2024-03-22	10,000,000.00	9,614,433.33	0.00	0.00	0.00	0.00	0.00
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	2023-01-17	10,000,000.00	10,032,100.00	186,666.67	0.00	33,333.33	0.00	20,000.00
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	2023-11-22	10,000,000.00	9,989,910.00	65,000.00	0.00	40,625.00	0.00	105,625.00
3130AWER7	FHLBANKS 4.625 06/06/25	2023-06-12	8,000,000.00	7,993,360.00	25,694.44	0.00	30,833.33	0.00	56,527.78
3130AWER7	FHLBANKS 4.625 06/06/25	2023-06-12	2,000,000.00	1,998,327.50	6,423.61	0.00	7,708.33	0.00	14,131.94
62479LX2	MUFG BANK NY 10/31/24	2024-04-30	5,000,000.00	4,863,533.33	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2024-07-31	30,841,737.64	30,841,737.64	0.00	0.00	138,251.27	138,251.27	0.00
TOTAL			85,841,737.64	85,068,393.47	283,784.72	0.00	250,751.27	138,251.27	196,284.72

GRAND TOTAL			450,761,744.32	446,303,827.15	1,513,147.96	78,919.27	1,471,529.77	1,063,533.38	1,621,144.35
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Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
2020 BOND SERIES											
62479LKX2	MUFG BANK NY 10/31/24	5,000,000.00	4,909,516.66	4,932,508.33	10/31/2024	0.00	5.49	0.00	22,991.67	0.00	22,991.67
TEXPOOL	TexPool	27,812,975.72	27,777,557.54	27,812,975.72	07/31/2024	5.34	5.32	125,053.14	0.00	0.00	125,053.14
TOTAL		32,812,975.72	32,687,074.20	32,745,484.05		4.53	5.34	125,053.14	22,991.67	0.00	148,044.81
BUILDING											
22533TNF9	CREDIT AGRIN Y 01/15/25	5,000,000.00	0.00	4,878,263.39	01/15/2025	0.00	5.39	0.00	11,663.39	0.00	11,663.39
22533TR73	CREDIT AGRIN Y 04/07/25	10,000,000.00	0.00	9,648,695.97	04/07/2025	0.00	5.24	0.00	22,573.75	0.00	22,573.75
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2024	0.50	0.50	2,083.33	0.00	0.00	2,083.33
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	5,000,000.00	5,000,000.00	5,000,000.00	12/20/2024	1.00	1.00	4,166.67	0.00	0.00	4,166.67
3130ARD24	FHLBANKS 2.010 09/30/24 '24	10,000,000.00	9,928,691.02	9,952,983.09	09/30/2024	2.01	5.00	16,750.00	24,292.07	0.00	41,042.07
3130ATUC9	FHLBANKS 4.500 12/12/25	10,000,000.00	10,053,792.05	10,050,639.77	12/12/2025	4.50	4.10	37,500.00	(3,152.27)	0.00	34,347.73
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	5,000,000.00	5,003,618.63	5,003,037.40	01/10/2025	4.50	4.36	18,750.00	(581.23)	0.00	18,168.77
62479LK46	MUFG BANK NY 10/04/24	10,000,000.00	9,868,319.44	9,911,288.89	10/04/2024	0.00	5.15	0.00	42,969.44	0.00	42,969.44
912828YE4	US TREASURY 1.250 08/31/24	5,000,000.00	4,990,204.60	4,995,182.59	08/31/2024	1.25	2.47	5,264.95	4,977.99	0.00	10,242.93
91282CED9	US TREASURY 1.750 03/15/25	15,000,000.00	14,664,274.41	14,704,770.50	03/15/2025	1.75	5.05	22,112.77	40,496.08	0.00	62,608.85
TEXPOOL	TexPool	11,917,364.22	26,214,770.29	11,917,364.22	07/31/2024	5.34	5.32	82,816.15	0.00	0.00	82,816.15
TEXSTAR	TexSTAR	31,108,725.95	30,968,977.94	31,108,725.95	07/31/2024	5.30	5.31	139,748.01	0.00	0.00	139,748.01
TOTAL		123,026,090.17	121,692,648.39	122,170,951.77		2.91	4.61	329,191.88	143,239.22	0.00	472,431.10
DEBT SERVICE											
89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	0.00	19,938,166.67	0.00	07/22/2024	0.00	5.42	0.00	61,833.33	0.00	61,833.33
TEXPOOL	TexPool	41,968,470.55	19,452,140.66	41,968,470.55	07/31/2024	5.34	5.32	125,139.89	0.00	0.00	125,139.89
TOTAL		41,968,470.55	39,390,307.33	41,968,470.55		5.34	5.32	125,139.89	61,833.33	0.00	186,973.22
OPERATING											
3130AWTQ3	FHLBANKS 4.625 09/11/26	25,000,000.00	24,821,612.51	24,828,507.79	09/11/2026	4.63	4.97	96,354.17	6,895.28	0.00	103,249.44
3130AXU63	FHLBANKS 4.625 11/17/26	8,000,000.00	7,989,590.15	7,989,961.50	11/17/2026	4.63	4.68	30,833.33	371.35	0.00	31,204.69

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	7,500,000.00	7,485,465.16	7,486,240.69	02/02/2026	3.88	4.01	24,218.75	775.53	0.00	24,994.28
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	10,000,000.00	10,006,485.86	10,005,049.70	11/18/2024	4.50	4.32	37,500.00	(1,436.15)	0.00	36,063.85
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	7,500,000.00	7,449,257.14	7,451,718.84	04/01/2026	4.63	5.03	28,906.25	2,461.70	0.00	31,367.95
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	5,000,000.00	5,000,000.00	5,000,000.00	07/14/2025	4.00	4.00	16,666.67	0.00	0.00	16,666.67
3135G03U5	FANNIE MAE 0.625 04/22/25	5,000,000.00	4,902,789.21	4,913,004.58	04/22/2025	0.63	3.15	2,604.17	10,215.37	0.00	12,819.54
3135G04Z3	FANNIE MAE 0.500 06/17/25	7,500,000.00	7,262,037.12	7,283,053.78	06/17/2025	0.50	3.99	3,125.00	21,016.66	0.00	24,141.66
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	5,000,000.00	5,000,000.00	5,000,000.00	10/04/2024	0.50	0.50	2,083.33	0.00	0.00	2,083.33
515327828	JPMorgan Chase Commercial Checking Account	166,423.43	162,249.09	166,423.43	07/31/2024	0.00	0.00	0.00	0.00	0.00	0.00
912828ZT0	US TREASURY 0.250 05/31/25	5,000,000.00	4,863,134.54	4,875,837.62	05/31/2025	0.25	3.42	1,058.74	12,703.08	0.00	13,761.82
91282CFP1	US TREASURY 4.250 10/15/25	8,000,000.00	7,936,070.08	7,940,277.78	10/15/2025	4.25	4.90	28,797.81	4,207.70	0.00	33,005.52
91282CGR6	US TREASURY 4.625 03/15/26	7,500,000.00	7,451,317.58	7,453,743.87	03/15/2026	4.63	5.03	29,220.45	2,426.29	0.00	31,646.74
TEXPOOL	TexPool	47,833,843.60	60,400,764.51	47,833,843.60	07/31/2024	5.34	5.32	258,753.99	0.00	0.00	258,753.99
TEXSTAR	TexSTAR	12,458,941.46	12,402,972.85	12,458,941.46	07/31/2024	5.30	5.31	55,968.61	0.00	0.00	55,968.61
TXRANGE	Texas Range TexasDAILY Fund	5,653,261.75	5,627,959.43	5,653,261.75	07/31/2024	5.04	5.31	25,302.32	0.00	0.00	25,302.32
TOTAL		167,112,470.24	178,761,705.22	166,339,866.40		4.27	4.71	641,393.59	59,636.82	0.00	701,030.41

STABILIZATION											
06054NMG3	BOFA SECURITIES 12/16/24	10,000,000.00	9,759,200.00	9,803,633.33	12/16/2024	0.00	5.33	0.00	44,433.33	0.00	44,433.33
06741FKP1	BARCLAYS BNK PLC 10/23/24	10,000,000.00	9,829,316.67	9,875,730.56	10/23/2024	0.00	5.54	0.00	46,413.89	0.00	46,413.89
3130AWER7	FHLBANKS 4.625 06/06/25	8,000,000.00	7,996,880.49	7,997,164.92	06/06/2025	4.63	4.67	30,833.33	284.43	0.00	31,117.76
3130AWER7	FHLBANKS 4.625 06/06/25	2,000,000.00	1,999,214.25	1,999,285.89	06/06/2025	4.63	4.67	7,708.33	71.64	0.00	7,779.98
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	10,000,000.00	10,016,488.38	10,015,577.26	01/13/2026	4.00	3.89	33,333.33	(911.12)	0.00	32,422.21
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	10,000,000.00	9,993,008.40	9,993,441.88	11/13/2025	4.88	4.93	40,625.00	433.48	0.00	41,058.48
62479LXK2	MUFG BANK NY 10/31/24	5,000,000.00	4,909,516.66	4,932,508.33	10/31/2024	0.00	5.49	0.00	22,991.67	0.00	22,991.67
TEXPOOL	TexPool	30,841,737.64	30,503,486.37	30,841,737.64	07/31/2024	5.34	5.32	138,251.27	0.00	0.00	138,251.27
TOTAL		85,841,737.64	85,007,111.22	85,459,079.81		3.51	5.07	250,751.27	113,717.31	0.00	364,468.58



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
GRAND TOTAL		450,761,744.32	457,538,846.36	448,683,852.57		3.87	4.85	1,471,529.77	401,418.35	0.00	1,872,948.12

Disclosure

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Collin County Community College District

Investment Report

As of May 31, 2024

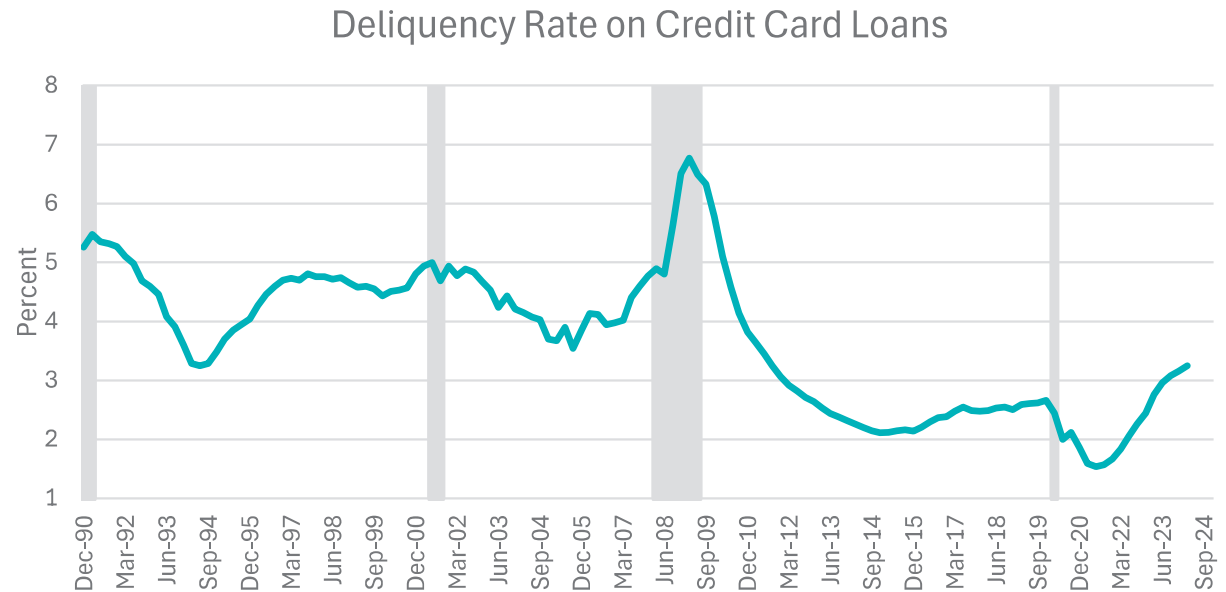


OBSERVATIONS

- More consumers are feeling the inflation pinch
- Declining full-time employment has dampened spending
- Low housing inventory has buoyed prices
- The inverted yield curve will probably be right...eventually

Delinquency Is Increasingly in the Cards for Maxed-Out Borrowers

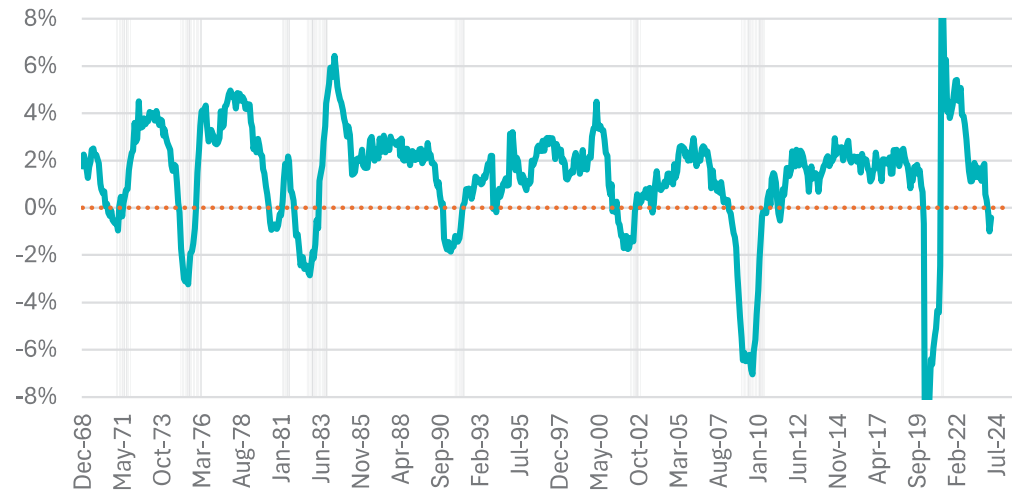
- Many major retailers are offering summer deals to entice inflation-weary shoppers as credit card delinquencies rise, especially for max-out borrowers.



Falling Full-Time Jobs May Be Pointing to an Economic Slowdown

- Often in the past, declining full-time employment has been a precursor to an economic slowdown or a recession.
- Year-over-year employment for full-time workers has been negative the past three months.

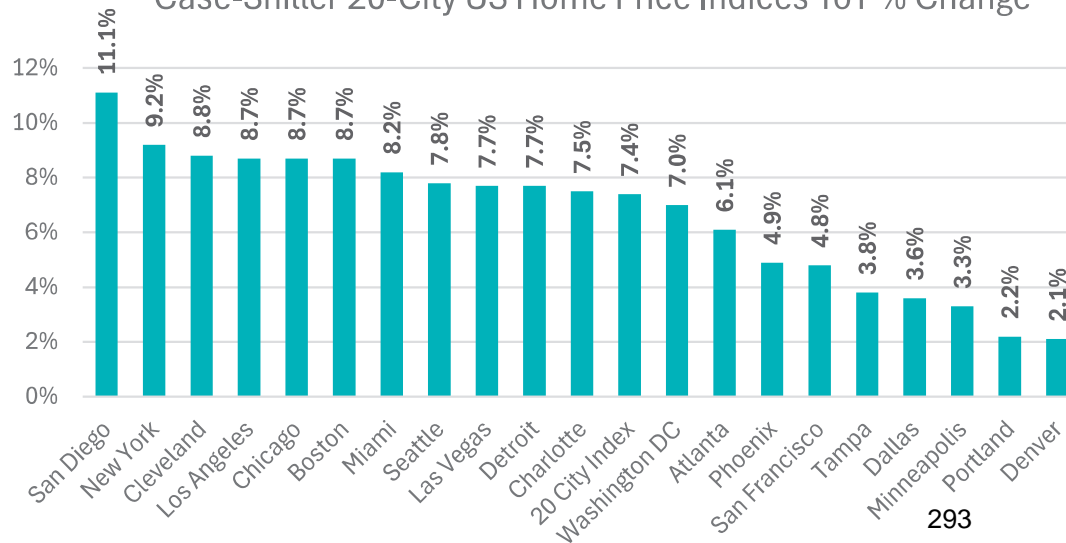
U.S. Full-Time Employment YoY % Change



SOURCE: BLOOMBERG, BUREAU OF LABOR STATISTICS

Home Prices Hit Another Record High in March

Case-Shiller 20-City US Home Price Indices YoY % Change

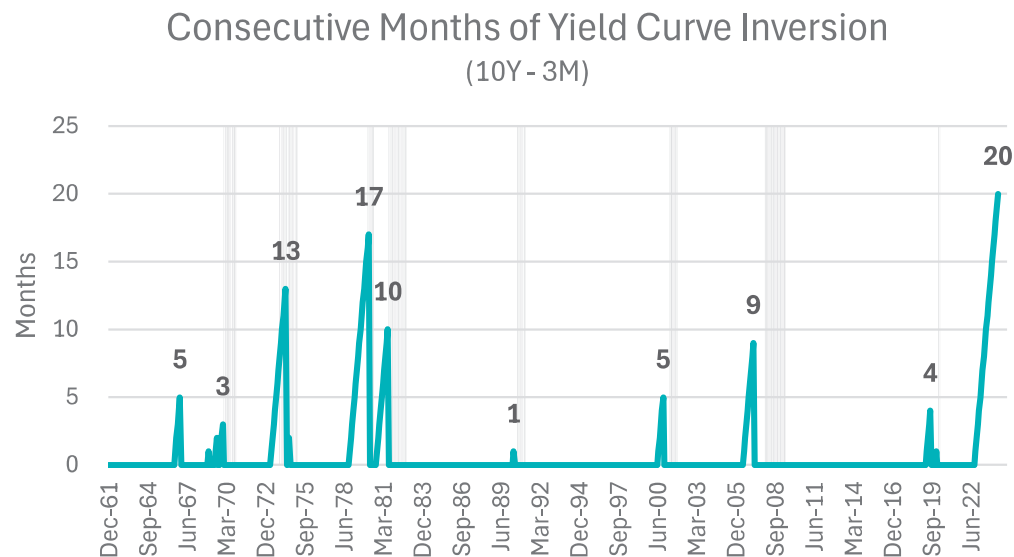


SOURCE: S&P CORELOGIC CASE-SHILLER

- Home prices in the 20 biggest U.S. metros hit another all-time high, as the housing market remains hampered by a low number of houses for sale.
- Home prices in these large markets were up 7.4% in the last 12 months ending in March, even under the burden of higher monthly mortgage payments for buyers.

Has the Inverted Yield Curve Lost its Predictive Luster?

- The U.S. Treasury yield curve (10 year minus 3 month) has been inverted the longest on record (20 consecutive months).
- In the past, this inversion has preceded recessions. High consumer and federal government spending has helped keep the economy moving along, but we will be surprised if the yield curve will be wrong this cycle...it's just lagging.



SOURCE: BLOOMBERG

Takeaways

- The Federal Reserve has pushed out rate cuts the futures market was expecting by now. The market is now projecting about four .25% cuts over the next 12 months.
- Often in the past, this type of market setup has proven to be an opportune time to lock in longer maturities.

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Portfolio Summary

4.76

Average Yield

0.55

Weighted Average Maturity (Years)

0.52

Portfolio Effective Duration (Years)

0.55

Weighted Average Life (Years)

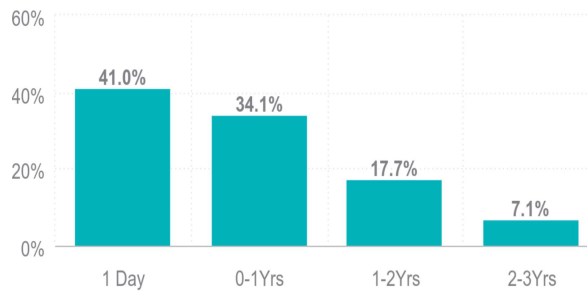
AA+

Average Credit Rating

Portfolio Position

Par Value	\$465,404,903
Principal Cost	\$460,477,425
Book Value	\$463,015,434
Market Value	\$461,670,442
Unrealized Gain/Loss	(\$1,344,992)
Accrued Interest	\$1,586,468

Maturity Distribution



Sector Allocation



● LGIP	41.00%
● U.S. Agencies	34.37%
● Commercial Paper	16.01%
● U.S. Treasuries	8.60%
● Bank Deposits	0.02%

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	100,119.59	100,119.59	100,119.59	0.02%	1	0.00
LGIP	189,304,783.38	189,304,783.38	189,304,783.38	41.00%	1	5.31
Commercial Paper	75,000,000.00	73,918,102.77	73,918,102.77	16.01%	99	5.48
U.S. Treasuries	40,500,000.00	39,688,281.31	39,842,280.75	8.60%	384	4.50
U.S. Agencies	160,500,000.00	158,659,155.00	159,850,147.09	34.37%	444	3.84
TOTAL	465,404,902.97	461,670,442.05	463,015,433.58	100.00%	202	4.76
CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		78,919.27	78,919.27			
TOTAL CASH AND INVESTMENTS	465,404,902.97	461,749,361.32	463,094,352.85		202	4.76
TOTAL EARNINGS						
	CURRENT MONTH					
	1,916,302.70					

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
2020 BOND SERIES						
LGIP	1	12,745,218.47	12,745,218.47	2.75	5.32	1
Commercial Paper	3	20,000,000.00	19,853,666.66	4.29	5.75	49
TOTAL	4	32,745,218.47	32,598,885.13	7.06	5.58	30

BUILDING						
LGIP	2	46,704,840.86	46,704,840.86	10.08	5.31	1
Commercial Paper	1	10,000,000.00	9,826,736.11	2.12	5.15	126
U.S. Treasuries	2	20,000,000.00	19,610,471.85	4.24	4.39	238
U.S. Agencies	6	45,000,000.00	44,966,206.31	9.70	2.77	216
TOTAL	11	121,704,840.86	121,108,255.13	26.13	4.21	130

DEBT SERVICE						
LGIP	1	16,941,741.60	16,941,741.60	3.66	5.32	1
Commercial Paper	1	20,000,000.00	19,849,833.33	4.28	5.42	52
TOTAL	2	36,941,741.60	36,791,574.93	7.97	5.37	29

OPERATING						
Bank Deposits	1	100,119.59	100,119.59	0.02	0.00	1
LGIP	3	82,773,178.69	82,773,178.69	17.87	5.31	1
U.S. Treasuries	3	20,500,000.00	20,231,808.89	4.37	4.60	526
U.S. Agencies	10	85,500,000.00	84,878,231.60	18.35	4.19	547
TOTAL	17	188,873,298.28	187,983,338.78	40.59	4.72	304

STABILIZATION						
LGIP	1	30,139,803.76	30,139,803.76	6.51	5.32	1
Commercial Paper	3	25,000,000.00	24,387,866.66	5.26	5.45	168
U.S. Agencies	4	30,000,000.00	30,005,709.18	6.51	4.50	497



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
TOTAL	8	85,139,803.76	84,533,379.60	18.25	5.06	226
GRAND TOTAL	42	465,404,902.97	463,015,433.58	100.00	4.76	203



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
2020 BOND SERIES												
LGIP												
TEXPOOL	TexPool	05/31/2024 05/31/2024	12,745,218.47	12,745,218.47 0.00	12,745,218.47	5.32		1	1.00 12,745,218.47	0.00 12,745,218.47	2.76	AAA
LGIP TOTAL			12,745,218.47	12,745,218.47 0.00	12,745,218.47	5.32		1	1.00 12,745,218.47	0.00 12,745,218.47	2.76	AAA
COMMERCIAL PAPER												
4497W0FE3	ING US FUNDING 06/14/24	09/26/2023 09/26/2023	10,000,000.00	9,590,261.11 0.00	9,590,261.11	5.83	06/14/2024	14	99.80 9,979,669.44	0.00 9,979,669.44	2.16	P-1 A-1
22533TFJ0	CREDIT AGR NY 06/18/24	09/26/2023 09/26/2023	5,000,000.00	4,792,372.22 0.00	4,792,372.22	5.82	06/18/2024	18	99.73 4,986,730.56	0.00 4,986,730.56	1.08	P-1 A-1
62479LKX2	MUFG BANK NY 10/31/24	04/30/2024 04/30/2024	5,000,000.00	4,863,533.33 0.00	4,863,533.33	5.49	10/31/2024	153	97.75 4,887,266.66	0.00 4,887,266.66	1.06	P-1 A-1
COMMERCIAL PAPER TOTAL			20,000,000.00	19,246,166.66 0.00	19,246,166.66	5.75		49	99.28 19,853,666.66	0.00 19,853,666.66	4.30	P-1 A-1
2020 BOND SERIES TOTAL			32,745,218.47	31,991,385.13 0.00	31,991,385.13	5.58		30	60.85 32,598,885.13	0.00 32,598,885.13	7.06	AA
BUILDING												
LGIP												
TEXSTAR	TexSTAR	05/31/2024 05/31/2024	30,834,379.91	30,834,379.91 0.00	30,834,379.91	5.31		1	1.00 30,834,379.91	0.00 30,834,379.91	6.68	AAA
TEXPOOL	TexPool	05/31/2024 05/31/2024	15,870,460.95	15,870,460.95 0.00	15,870,460.95	5.32		1	1.00 15,870,460.95	0.00 15,870,460.95	3.44	AAA
LGIP TOTAL			46,704,840.86	46,704,840.86 0.00	46,704,840.86	5.31		1	1.00 46,704,840.86	0.00 46,704,840.86	10.12	AAA
COMMERCIAL PAPER												
62479LK46	MUFG BANK NY 10/04/24	01/18/2024 01/18/2024	10,000,000.00	9,639,611.11 0.00	9,639,611.11	5.15	10/04/2024	126	98.27 9,826,736.11	0.00 9,826,736.11	2.13	P-1 A-1
COMMERCIAL PAPER TOTAL			10,000,000.00	9,639,611.11 0.00	9,639,611.11	5.15		126	98.27 9,826,736.11	0.00 9,826,736.11	2.13	P-1 A-1
U.S. TREASURIES												
912828YE4	US TREASURY 1.250 08/31/24	04/13/2022 04/18/2022	5,000,000.00	4,860,937.50 0.00	4,860,937.50	2.47	08/31/2024	92	99.00 4,950,000.00	(35,387.20) 4,985,387.20	1.07	Aaa AA+
91282CED9	US TREASURY 1.750 03/15/25	03/27/2024 03/27/2024	15,000,000.00	14,538,867.19 8,559.78	14,547,426.97	5.05	03/15/2025	288	97.34 14,600,976.60	(24,108.06) 14,625,084.66	3.16	Aaa AA+
U.S. TREASURIES TOTAL			20,000,000.00	19,399,804.69 8,559.78	19,408,364.47	4.39		300	97.76 19,550,976.60	(59,495.25) 19,610,471.85	4.23	Aaa AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
U.S. AGENCIES												
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	06/03/2021 06/28/2021	10,000,000.00	10,000,000.00 0.00	10,000,000.00	0.40	06/28/2024	28	99.66 9,966,200.00	(33,800.00) 10,000,000.00	2.16	Aaa AA+
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	07/10/2021 08/30/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	0.50	08/28/2024	89	98.79 4,939,300.00	(60,700.00) 5,000,000.00	1.07	Aaa AA+
3130ARD24	FHLBANKS 2.010 09/30/24 '24	05/22/2023 05/24/2023	10,000,000.00	9,613,500.00 0.00	9,613,500.00	5.00	09/30/2024	122	98.83 9,883,100.00	(22,082.56) 9,905,182.56	2.14	Aaa AA+
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/10/2021 12/20/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	1.00	12/20/2024	203	97.57 4,878,600.00	(121,400.00) 5,000,000.00	1.06	Aaa AA+
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	01/09/2023 01/11/2023	5,000,000.00	5,013,700.00 0.00	5,013,700.00	4.36	01/10/2025	224	99.45 4,972,450.00	(31,731.11) 5,004,181.11	1.08	Aaa AA+
3130ATUC9	FHLBANKS 4.500 12/12/25	01/06/2023 01/10/2023	10,000,000.00	10,108,500.00 0.00	10,108,500.00	4.10	12/12/2025	560	99.07 9,907,300.00	(149,542.63) 10,056,842.63	2.15	Aaa AA+
U.S. AGENCIES TOTAL			45,000,000.00	44,735,700.00 0.00	44,735,700.00	2.76		215	99.00 44,546,950.00	(419,256.31) 44,966,206.31	9.65	Aaa AA+
BUILDING TOTAL			121,704,840.86	120,479,956.66 8,559.78	120,488,516.44	4.21		129	60.79 120,629,503.57	(478,751.56) 121,108,255.13	26.13	AA+

DEBT SERVICE												
LGIP												
TEXPOOL	TexPool	05/31/2024 05/31/2024	16,941,741.60	16,941,741.60 0.00	16,941,741.60	5.32		1	1.00 16,941,741.60	0.00 16,941,741.60	3.67	AAA
LGIP TOTAL			16,941,741.60	16,941,741.60 0.00	16,941,741.60	5.32		1	1.00 16,941,741.60	0.00 16,941,741.60	3.67	AAA
COMMERCIAL PAPER												
89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	03/22/2024 03/22/2024	20,000,000.00	19,640,777.78 0.00	19,640,777.78	5.42	07/22/2024	52	99.25 19,849,833.33	0.00 19,849,833.33	4.30	P-1 A-1+
COMMERCIAL PAPER TOTAL			20,000,000.00	19,640,777.78 0.00	19,640,777.78	5.42		52	99.25 19,849,833.33	0.00 19,849,833.33	4.30	P-1 A-1+
DEBT SERVICE TOTAL			36,941,741.60	36,582,519.38 0.00	36,582,519.38	5.37		29	54.01 36,791,574.93	0.00 36,791,574.93	7.97	AAA

OPERATING												
BANK DEPOSITS												
515327828	JPMorgan Chase Commer- cial Checking Account	05/31/2024 05/31/2024	100,119.59	100,119.59 0.00	301 100,119.59	0.00		1	1.00 100,119.59	0.00 100,119.59	0.02	NA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
BANK DEPOSITS TOTAL			100,119.59	100,119.59 0.00	100,119.59	0.00		1	1.00 100,119.59	0.00 100,119.59	0.02	NA
LGIP												
TEXSTAR	TexSTAR	05/31/2024 05/31/2024	12,349,066.78	12,349,066.78 0.00	12,349,066.78	5.31		1	1.00 12,349,066.78	0.00 12,349,066.78	2.67	AAA
TXRANGE	Texas Range TexasDAILY Fund	05/31/2024 05/31/2024	5,603,611.71	5,603,611.71 0.00	5,603,611.71	5.30		1	1.00 5,603,611.71	0.00 5,603,611.71	1.21	AAA
TEXPOOL	TexPool	05/31/2024 05/31/2024	64,820,500.20	64,820,500.20 0.00	64,820,500.20	5.32		1	1.00 64,820,500.20	0.00 64,820,500.20	14.04	AAA
LGIP TOTAL			82,773,178.69	82,773,178.69 0.00	82,773,178.69	5.31		1	1.00 82,773,178.69	0.00 82,773,178.69	17.93	AAA
U.S. TREASURIES												
912828ZT0	US TREASURY 0.250 05/31/25	05/13/2022 06/15/2022	5,000,000.00	4,557,031.25 0.00	4,557,031.25	3.42	05/31/2025	365	95.25 4,762,500.00	(88,341.24) 4,850,841.24	1.03	Aaa AA+
91282CFP1	US TREASURY 4.250 10/15/25	11/22/2023 11/22/2023	8,000,000.00	7,905,937.50 0.00	7,905,937.50	4.90	10/15/2025	502	98.93 7,914,062.48	(17,935.63) 7,931,998.11	1.71	Aaa AA+
91282CGR6	US TREASURY 4.625 03/15/26	04/29/2024 04/29/2024	7,500,000.00	7,446,386.72 42,416.78	7,488,803.50	5.03	03/15/2026	653	99.48 7,460,742.23	11,772.68 7,448,969.55	1.62	Aaa AA+
U.S. TREASURIES TOTAL			20,500,000.00	19,909,355.47 42,416.78	19,951,772.25	4.60		526	98.26 20,137,304.71	(94,504.19) 20,231,808.89	4.36	Aaa AA+
U.S. AGENCIES												
3133ENYX2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.25 06/17/2024	07/21/2022 07/25/2022	5,000,000.00	4,999,750.00 0.00	4,999,750.00	3.25	06/17/2024	17	99.92 4,995,900.00	(4,094.20) 4,999,994.20	1.08	Aaa AA+
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	09/14/2021 10/04/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	0.50	10/04/2024	126	98.30 4,915,150.00	(84,850.00) 5,000,000.00	1.06	Aaa AA+
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	01/17/2023 01/19/2023	10,000,000.00	10,031,011.40 0.00	10,031,011.40	4.32	11/18/2024	171	99.58 9,957,900.00	(49,975.68) 10,007,875.68	2.16	Aaa AA+
3135G03U5	FANNIE MAE 0.625 04/22/25	08/03/2022 08/05/2022	5,000,000.00	4,673,949.80 0.00	4,673,949.80	3.15	04/22/2025	326	96.02 4,800,900.00	(92,003.37) 4,892,903.37	1.04	Aaa AA+
3135G04Z3	FANNIE MAE 0.500 06/17/25	01/19/2023 01/23/2023	7,500,000.00	6,906,450.00 0.00	6,906,450.00	3.99	06/17/2025	382	95.37 7,152,375.00	(89,323.41) 7,241,698.41	1.55	Aaa AA+
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	06/14/2022 07/14/2022	5,000,000.00	5,000,000.00 0.00	5,000,000.00	4.00	07/14/2025	409	98.58 4,929,100.00	(70,900.00) 5,000,000.00	1.07	Aaa AA+
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	01/27/2023 02/02/2023	7,500,000.00	7,472,550.00 0.00	7,472,550.00	4.01	02/02/2026	612	98.11 7,358,025.00	(126,689.65) 7,484,714.65	1.59	Aaa AA+
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	04/30/2024 04/30/2024	7,500,000.00	7,444,333.73 27,942.71	7,472,276.44	5.03	04/01/2026	670	99.43 7,457,025.00	10,150.16 7,446,874.84	1.62	Aaa AA+
3130AWTQ3	FHLBANKS 4.625 09/11/26	09/25/2023 09/25/2023	25,000,000.00	24,759,469.25 0.00	24,759,469.25	4.97	09/11/2026	833	99.38 24,844,250.00	29,310.34 24,814,939.66	5.38	Aaa AA+
3130AXU63	FHLBANKS 4.625 11/17/26	11/22/2023 11/22/2023	8,000,000.00	7,986,936.00 0.00	7,986,936.00	4.68	11/17/2026	900	99.53 7,962,080.00	(27,150.78) 7,989,230.78	1.72	Aaa AA+

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Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
U.S. AGENCIES TOTAL			85,500,000.00	84,274,450.18 27,942.71	84,302,392.89	4.18		546	98.70 84,372,705.00	(505,526.60) 84,878,231.60	18.28	Aaa AA+
OPERATING TOTAL			188,873,298.28	187,057,103.93 70,359.49	187,127,463.42	4.73		303	55.44 187,383,307.99	(600,030.79) 187,983,338.78	40.59	AA+
STABILIZATION												
LGIP												
TEXPOOL	TexPool	05/31/2024 05/31/2024	30,139,803.76	30,139,803.76 0.00	30,139,803.76	5.32		1	1.00 30,139,803.76	0.00 30,139,803.76	6.53	AAA
LGIP TOTAL			30,139,803.76	30,139,803.76 0.00	30,139,803.76	5.32		1	1.00 30,139,803.76	0.00 30,139,803.76	6.53	AAA
COMMERCIAL PAPER												
06741FKP1	BARCLAYS BNK PLC 10/23/24	04/29/2024 04/29/2024	10,000,000.00	9,734,991.67 0.00	9,734,991.67	5.54	10/23/2024	145	97.84 9,784,400.00	0.00 9,784,400.00	2.12	P-1 A-1
62479LXK2	MUFG BANK NY 10/31/24	04/30/2024 04/30/2024	5,000,000.00	4,863,533.33 0.00	4,863,533.33	5.49	10/31/2024	153	97.75 4,887,266.66	0.00 4,887,266.66	1.06	P-1 A-1
06054NMG3	BOFA SECURITIES 12/16/24	03/22/2024 03/22/2024	10,000,000.00	9,614,433.33 0.00	9,614,433.33	5.33	12/16/2024	199	97.16 9,716,200.00	0.00 9,716,200.00	2.10	P-1 A-1
COMMERCIAL PAPER TOTAL			25,000,000.00	24,212,958.33 0.00	24,212,958.33	5.45		168	97.55 24,387,866.66	0.00 24,387,866.66	5.28	P-1 A-1
U.S. AGENCIES												
3130AWER7	FHLBANKS 4.625 06/06/25	06/12/2023 06/12/2023	8,000,000.00	7,993,360.00 0.00	7,993,360.00	4.67	06/06/2025	371	99.42 7,953,680.00	(42,925.24) 7,996,605.24	1.72	Aaa AA+
3130AWER7	FHLBANKS 4.625 06/06/25	06/12/2023 06/12/2023	2,000,000.00	1,998,327.50 0.00	1,998,327.50	4.67	06/06/2025	371	99.42 1,988,420.00	(10,724.92) 1,999,144.92	0.43	Aaa AA+
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	11/22/2023 11/22/2023	10,000,000.00	9,989,910.00 0.00	9,989,910.00	4.93	11/13/2025	531	99.65 9,965,000.00	(27,588.91) 9,992,588.91	2.16	Aaa AA+
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	01/12/2023 01/17/2023	10,000,000.00	10,032,100.00 0.00	10,032,100.00	3.89	01/13/2026	592	98.32 9,832,400.00	(184,970.11) 10,017,370.11	2.13	Aaa AA+
U.S. AGENCIES TOTAL			30,000,000.00	30,013,697.50 0.00	30,013,697.50	4.50		498	99.14 29,739,500.00	(266,209.18) 30,005,709.18	6.44	Aaa AA+
STABILIZATION TOTAL			85,139,803.76	84,366,459.59 0.00	84,366,459.59	5.06		225	63.58 84,267,170.42	(266,209.18) 84,533,379.60	18.25	AA
GRAND TOTAL			465,404,902.97	460,477,424.69 78,919.27	460,556,343.96	4.76		202	58.59 461,670,442.05	(1,344,991.53) 463,015,433.58	100.00	AA+

Cash Reconciliation Report

OPERATING						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
05/15/2024	91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024	0.00	05/15/2024	0.00	7,500.00
05/17/2024	3130AXU63	FHLBANKS 4.625 11/17/26	0.00	11/17/2026	0.00	185,000.00
05/20/2024	3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	0.00	11/18/2024	0.00	225,000.00
05/31/2024	912828ZT0	US TREASURY 0.250 05/31/25	0.00	05/31/2025	0.00	6,250.00
COUPON TOTAL			0.00		0.00	423,750.00
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
05/15/2024	91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024	-6,000,000.00	05/15/2024	-6,000,000.00	6,000,000.00
MATURITY TOTAL			-6,000,000.00		-6,000,000.00	6,000,000.00
STABILIZATION						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
05/13/2024	3133EPC37	FED FARM CR BNKS 4.875 11/13/25	0.00	11/13/2025	0.00	243,750.00
COUPON TOTAL			0.00		0.00	243,750.00



Transaction Statement

OPERATING

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	05/15/2024	05/15/2024	91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024	(6,000,000.00)	6,000,000.00	6,000,000.00	0.00
MATURITY TOTAL					(6,000,000.00)	6,000,000.00	6,000,000.00	0.00

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
2020 BOND SERIES									
22533TFJ0	CREDIT AGRIN Y 06/18/24	5,000,000.00	4,792,372.22	(207,627.78)	4,962,533.33	24,197.22	4,986,730.56	194,358.34	(13,269.44)
4497W0FE3	ING US FUNDING 06/14/24	10,000,000.00	9,590,261.11	(409,738.89)	9,931,188.89	48,480.56	9,979,669.44	389,408.33	(20,330.56)
62479LKX2	MUFG BANK NY 10/31/24	5,000,000.00	4,863,533.33	(136,466.67)	4,864,275.00	22,991.67	4,887,266.66	23,733.33	(112,733.34)
TOTAL		20,000,000.00	19,246,166.66	(753,833.34)	19,757,997.22	95,669.45	19,853,666.66	607,500.00	(146,333.34)
BUILDING									
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	5,000,000.00	5,013,700.00	13,700.00	5,004,762.34	(581.23)	5,004,181.11	(9,518.89)	4,181.11
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	10,000,000.00	10,000,000.00	0.00	10,000,000.00	0.00	10,000,000.00	0.00	0.00
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3130ARD24	FHLBANKS 2.010 09/30/24 '24	10,000,000.00	9,613,500.00	(386,500.00)	9,880,890.49	24,292.07	9,905,182.56	291,682.56	(94,817.44)
3130ATUC9	FHLBANKS 4.500 12/12/25	10,000,000.00	10,108,500.00	108,500.00	10,059,994.91	(3,152.27)	10,056,842.63	(51,657.37)	56,842.63
62479LK46	MUFG BANK NY 10/04/24	10,000,000.00	9,639,611.11	(360,388.89)	9,783,766.67	42,969.44	9,826,736.11	187,125.00	(173,263.89)
912828YE4	US TREASURY 1.250 08/31/24	5,000,000.00	4,860,937.50	(139,062.50)	4,980,409.21	4,977.99	4,985,387.20	124,449.70	(14,612.80)
91282CED9	US TREASURY 1.750 03/15/25	15,000,000.00	14,538,867.19	(461,132.81)	14,584,588.57	40,496.08	14,625,084.66	86,217.47	(374,915.34)
TOTAL		75,000,000.00	73,775,115.80	(1,224,884.20)	74,294,412.19	109,002.08	74,403,414.27	628,298.47	(596,585.73)
DEBT SERVICE									
89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	20,000,000.00	19,640,777.78	(359,222.22)	19,758,555.56	91,277.78	19,849,833.33	209,055.55	(150,166.67)
TOTAL		20,000,000.00	19,640,777.78	(359,222.22)	19,758,555.56	91,277.78	19,849,833.33	209,055.55	(150,166.67)
OPERATING									
3135G04Z3	FANNIE MAE 0.500 06/17/25	7,500,000.00	6,906,450.00	(593,550.00)	7,220,681.75	21,016.66	7,241,698.41	335,248.41	(258,301.59)
3135G03U5	FANNIE MAE 0.625 04/22/25	5,000,000.00	4,673,949.80	(326,050.20)	4,882,688.00	10,215.37	4,892,903.37	218,953.57	(107,096.63)
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	7,500,000.00	7,472,550.00	(27,450.00)	7,483,939.13	775.52	7,484,714.65	12,164.65	(15,285.35)
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	10,000,000.00	10,031,011.40	31,011.40	10,009,311.84	(1,436.15)	10,007,875.68	(23,135.72)	7,875.68
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	7,500,000.00	7,444,333.73	(55,666.27)	7,444,413.14	2,461.70	7,446,874.84	2,541.11	(53,125.16)

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
3133ENYX2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.25 06/17/2024	5,000,000.00	4,999,750.00	(250.00)	4,999,982.98	11.23	4,999,994.20	244.20	(5.80)
3130AWTQ3	FHLBANKS 4.625 09/11/26	25,000,000.00	24,759,469.25	(240,530.75)	24,808,044.38	6,895.28	24,814,939.66	55,470.41	(185,060.34)
3130AXU63	FHLBANKS 4.625 11/17/26	8,000,000.00	7,986,936.00	(13,064.00)	7,988,859.42	371.35	7,989,230.78	2,294.78	(10,769.22)
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024	6,000,000.00	5,726,484.38	(273,515.62)	5,994,754.49	5,245.51	0.00	273,515.62	0.00
912828ZT0	US TREASURY 0.250 05/31/25	5,000,000.00	4,557,031.25	(442,968.75)	4,838,138.16	12,703.08	4,850,841.24	293,809.99	(149,158.76)
91282CFP1	US TREASURY 4.250 10/15/25	8,000,000.00	7,905,937.50	(94,062.50)	7,927,790.40	4,207.70	7,931,998.11	26,060.61	(68,001.89)
91282CGR6	US TREASURY 4.625 03/15/26	7,500,000.00	7,446,386.72	(53,613.28)	7,446,543.26	2,426.29	7,448,969.55	2,582.83	(51,030.45)
TOTAL		112,000,000.00	109,910,290.03	(2,089,709.97)	111,045,146.94	64,893.55	105,110,040.50	1,199,750.47	(889,959.50)

STABILIZATION									
06741FKP1	BARCLAYS BNK PLC 10/23/24	10,000,000.00	9,734,991.67	(265,008.33)	9,737,986.11	46,413.89	9,784,400.00	49,408.33	(215,600.00)
06054NMG3	BOFA SECURITIES 12/16/24	10,000,000.00	9,614,433.33	(385,566.67)	9,671,766.66	44,433.33	9,716,200.00	101,766.67	(283,800.00)
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	10,000,000.00	10,032,100.00	32,100.00	10,018,281.23	(911.12)	10,017,370.11	(14,729.89)	17,370.11
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	10,000,000.00	9,989,910.00	(10,090.00)	9,992,155.43	433.48	9,992,588.91	2,678.91	(7,411.09)
3130AWER7	FHLBANKS 4.625 06/06/25	8,000,000.00	7,993,360.00	(6,640.00)	7,996,320.82	284.43	7,996,605.24	3,245.24	(3,394.76)
3130AWER7	FHLBANKS 4.625 06/06/25	2,000,000.00	1,998,327.50	(1,672.50)	1,999,073.28	71.64	1,999,144.92	817.42	(855.08)
62479LKX2	MUFG BANK NY 10/31/24	5,000,000.00	4,863,533.33	(136,466.67)	4,864,275.00	22,991.67	4,887,266.66	23,733.33	(112,733.34)
TOTAL		55,000,000.00	54,226,655.83	(773,344.17)	54,279,858.53	113,717.31	54,393,575.84	166,920.01	(606,424.16)

GRAND TOTAL		282,000,000.00	276,799,006.10	(5,200,993.90)	279,135,970.44	474,560.17	273,610,530.61	2,811,524.51	(2,389,469.39)
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Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
2020 BOND SERIES									
22533TFJ0	CREDIT AGR NY 06/18/24	2023-09-26	5,000,000.00	4,792,372.22	0.00	0.00	0.00	0.00	0.00
4497W0FE3	ING US FUNDING 06/14/24	2023-09-26	10,000,000.00	9,590,261.11	0.00	0.00	0.00	0.00	0.00
62479LKX2	MUFG BANK NY 10/31/24	2024-04-30	5,000,000.00	4,863,533.33	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2024-05-31	12,745,218.47	12,745,218.47	0.00	0.00	57,295.89	57,295.89	0.00
TOTAL			32,745,218.47	31,991,385.13	0.00	0.00	57,295.89	57,295.89	0.00

BUILDING									
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	2023-01-11	5,000,000.00	5,013,700.00	69,375.00	0.00	18,750.00	0.00	88,125.00
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	2021-06-28	10,000,000.00	10,000,000.00	13,666.67	0.00	3,333.33	0.00	17,000.00
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	2021-08-30	5,000,000.00	5,000,000.00	4,375.00	0.00	2,083.33	0.00	6,458.33
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	2021-12-20	5,000,000.00	5,000,000.00	18,194.44	0.00	4,166.67	0.00	22,361.11
3130ARD24	FHLBANKS 2.010 09/30/24 '24	2023-05-24	10,000,000.00	9,613,500.00	17,308.33	0.00	16,750.00	0.00	34,058.33
3130ATUC9	FHLBANKS 4.500 12/12/25	2023-01-10	10,000,000.00	10,108,500.00	173,750.00	0.00	37,500.00	0.00	211,250.00
62479LK46	MUFG BANK NY 10/04/24	2024-01-18	10,000,000.00	9,639,611.11	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2024-05-31	15,870,460.95	15,870,460.95	0.00	0.00	71,333.51	71,333.51	0.00
TEXSTAR	TexSTAR	2024-05-31	30,834,379.91	30,834,379.91	0.00	0.00	138,377.64	138,377.64	0.00
912828YE4	US TREASURY 1.250 08/31/24	2022-04-18	5,000,000.00	4,860,937.50	10,529.89	0.00	5,264.95	0.00	15,794.84
91282CED9	US TREASURY 1.750 03/15/25	2024-03-27	15,000,000.00	14,538,867.19	33,525.82	8,559.78	22,112.77	0.00	55,638.59
TOTAL			121,704,840.86	120,479,956.66	340,725.15	8,559.78	319,672.20	209,711.15	450,686.20

DEBT SERVICE									
TEXPOOL	TexPool	2024-05-31	16,941,741.60	16,941,741.60	0.00	0.00	73,177.10	73,177.10	0.00
89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	2024-03-22	20,000,000.00	19,640,777.78	0.00	0.00	0.00	0.00	0.00
TOTAL			36,941,741.60	36,582,519.38	0.00	0.00	73,177.10	73,177.10	0.00

OPERATING									
3135G04Z3	FANNIE MAE 0.500 06/17/25	2023-01-23	7,500,000.00	308,906,450.00	13,958.33	0.00	3,125.00	0.00	17,083.33
3135G03U5	FANNIE MAE 0.625 04/22/25	2022-08-05	5,000,000.00	4,673,949.80	781.25	0.00	2,604.17	0.00	3,385.42

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
31422XMV1	FARMER MAC 0.500 10/04/24'24 MTN	2021-10-04	5,000,000.00	5,000,000.00	1,875.00	0.00	2,083.33	0.00	3,958.33
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	2023-02-02	7,500,000.00	7,472,550.00	71,848.96	0.00	24,218.75	0.00	96,067.71
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	2023-01-19	10,000,000.00	10,031,011.40	203,750.00	0.00	37,500.00	225,000.00	16,250.00
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	2024-04-30	7,500,000.00	7,444,333.73	28,906.25	27,942.71	28,906.25	0.00	57,812.50
3133ENYX2	FEDERAL FARM CREDIT BANKS FUND- ING CORP 3.25 06/17/2024	2022-07-25	5,000,000.00	4,999,750.00	60,486.11	0.00	13,541.67	0.00	74,027.78
3130AWTQ3	FHLBANKS 4.625 09/11/26	2023-09-25	25,000,000.00	24,759,469.25	160,590.28	0.00	96,354.17	0.00	256,944.44
3130AXU63	FHLBANKS 4.625 11/17/26	2023-11-22	8,000,000.00	7,986,936.00	168,555.56	0.00	30,833.33	185,000.00	14,388.89
3134GXZT4	FREDDIE MAC 4.000 07/14/25'24 MTN	2022-07-14	5,000,000.00	5,000,000.00	59,444.44	0.00	16,666.67	0.00	76,111.11
515327828	JPMorgan Chase Commercial Checking Account	2024-05-31	100,119.59	100,119.59	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2024-05-31	64,820,500.20	64,820,500.20	0.00	0.00	348,115.60	348,115.60	0.00
TEXSTAR	TexSTAR	2024-05-31	12,349,066.78	12,349,066.78	0.00	0.00	55,419.80	55,419.80	0.00
TXRANGE	Texas Range TexasDAILY Fund	2024-05-31	5,603,611.71	5,603,611.71	0.00	0.00	25,063.56	25,063.56	0.00
91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024	2022-05-16	0.00	0.00	6,923.08	0.00	576.92	7,500.00	0.00
912828ZT0	US TREASURY 0.250 05/31/25	2022-06-15	5,000,000.00	4,557,031.25	5,225.41	0.00	1,058.74	6,250.00	34.15
91282CFP1	US TREASURY 4.250 10/15/25	2023-11-22	8,000,000.00	7,905,937.50	14,863.39	0.00	28,797.81	0.00	43,661.20
91282CGR6	US TREASURY 4.625 03/15/26	2024-04-29	7,500,000.00	7,446,386.72	44,301.97	42,416.78	29,220.45	0.00	73,522.42
TOTAL			188,873,298.28	187,057,103.93	841,510.03	70,359.49	744,086.22	852,348.96	733,247.29

STABILIZATION									
06741FKP1	BARCLAYS BNK PLC 10/23/24	2024-04-29	10,000,000.00	9,734,991.67	0.00	0.00	0.00	0.00	0.00
06054NMG3	BOFA SECURITIES 12/16/24	2024-03-22	10,000,000.00	9,614,433.33	0.00	0.00	0.00	0.00	0.00
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	2023-01-17	10,000,000.00	10,032,100.00	120,000.00	0.00	33,333.33	0.00	153,333.33
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	2023-11-22	10,000,000.00	9,989,910.00	227,500.00	0.00	40,625.00	243,750.00	24,375.00
3130AWER7	FHLBANKS 4.625 06/06/25	2023-06-12	2,000,000.00	1,998,327.50	37,256.94	0.00	7,708.33	0.00	44,965.28
3130AWER7	FHLBANKS 4.625 06/06/25	2023-06-12	8,000,000.00	7,993,360.00	149,027.78	0.00	30,833.33	0.00	179,861.11
62479LX2	MUFG BANK NY 10/31/24	2024-04-30	5,000,000.00	4,863,533.33	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2024-05-31	30,139,803.76	30,139,803.76	0.00	0.00	135,011.12	135,011.12	0.00
TOTAL			85,139,803.76	84,366,459.59	533,784.72	0.00	247,511.12	378,761.12	402,534.72



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
GRAND TOTAL			465,404,902.97	460,477,424.69	1,716,019.90	78,919.27	1,441,742.53	1,571,294.22	1,586,468.21

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
2020 BOND SERIES											
22533TFJ0	CREDIT AGRIN Y 06/18/24	5,000,000.00	4,962,533.33	4,986,730.56	06/18/2024	0.00	5.82	0.00	24,197.22	0.00	24,197.22
4497W0FE3	ING US FUNDING 06/14/24	10,000,000.00	9,931,188.89	9,979,669.44	06/14/2024	0.00	5.83	0.00	48,480.56	0.00	48,480.56
62479LKX2	MUFG BANK NY 10/31/24	5,000,000.00	4,864,275.00	4,887,266.66	10/31/2024	0.00	5.49	0.00	22,991.67	0.00	22,991.67
TEXPOOL	TexPool	12,745,218.47	12,753,694.43	12,745,218.47	05/31/2024	5.34	5.32	57,295.89	0.00	0.00	57,295.89
TOTAL		32,745,218.47	32,511,691.65	32,598,885.13		2.09	5.58	57,295.89	95,669.45	0.00	152,965.34
BUILDING											
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	10,000,000.00	10,000,000.00	10,000,000.00	06/28/2024	0.40	0.40	3,333.33	0.00	0.00	3,333.33
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2024	0.50	0.50	2,083.33	0.00	0.00	2,083.33
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	5,000,000.00	5,000,000.00	5,000,000.00	12/20/2024	1.00	1.00	4,166.67	0.00	0.00	4,166.67
3130ARD24	FHLBANKS 2.010 09/30/24 '24	10,000,000.00	9,880,890.49	9,905,182.56	09/30/2024	2.01	5.00	16,750.00	24,292.07	0.00	41,042.07
3130ATUC9	FHLBANKS 4.500 12/12/25	10,000,000.00	10,059,994.91	10,056,842.63	12/12/2025	4.50	4.10	37,500.00	(3,152.27)	0.00	34,347.73
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	5,000,000.00	5,004,762.34	5,004,181.11	01/10/2025	4.50	4.36	18,750.00	(581.23)	0.00	18,168.77
62479LK46	MUFG BANK NY 10/04/24	10,000,000.00	9,783,766.67	9,826,736.11	10/04/2024	0.00	5.15	0.00	42,969.44	0.00	42,969.44
912828YE4	US TREASURY 1.250 08/31/24	5,000,000.00	4,980,409.21	4,985,387.20	08/31/2024	1.25	2.47	5,264.95	4,977.99	0.00	10,242.93
91282CED9	US TREASURY 1.750 03/15/25	15,000,000.00	14,584,588.57	14,625,084.66	03/15/2025	1.75	5.05	22,112.77	40,496.08	0.00	62,608.85
TEXPOOL	TexPool	15,870,460.95	15,799,127.44	15,870,460.95	05/31/2024	5.34	5.32	71,333.51	0.00	0.00	71,333.51
TEXSTAR	TexSTAR	30,834,379.91	30,696,002.27	30,834,379.91	05/31/2024	5.30	5.31	138,377.64	0.00	0.00	138,377.64
TOTAL		121,704,840.86	120,789,541.90	121,108,255.13		3.13	4.21	319,672.20	109,002.08	0.00	428,674.28
DEBT SERVICE											
89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	20,000,000.00	19,758,555.56	19,849,833.33	07/22/2024	0.00	5.42	0.00	91,277.78	0.00	91,277.78
CCYUSD	Cash	0.00	2,525,991.90	0.00	05/31/2024	0.00	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	16,941,741.60	12,006,128.92	16,941,741.60	05/31/2024	5.34	5.32	73,177.10	0.00	0.00	73,177.10
TOTAL		36,941,741.60	34,290,676.38	36,791,574.93		2.46	5.37	73,177.10	91,277.78	0.00	164,454.88



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
OPERATING											
3130AWTQ3	FHLBANKS 4.625 09/11/26	25,000,000.00	24,808,044.38	24,814,939.66	09/11/2026	4.63	4.97	96,354.17	6,895.28	0.00	103,249.44
3130AXU63	FHLBANKS 4.625 11/17/26	8,000,000.00	7,988,859.42	7,989,230.78	11/17/2026	4.63	4.68	30,833.33	371.35	0.00	31,204.69
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	7,500,000.00	7,483,939.13	7,484,714.65	02/02/2026	3.88	4.01	24,218.75	775.52	0.00	24,994.27
3133ENYX2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.25 06/17/2024	5,000,000.00	4,999,982.98	4,999,994.20	06/17/2024	3.25	3.25	13,541.67	11.23	0.00	13,552.90
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	10,000,000.00	10,009,311.84	10,007,875.68	11/18/2024	4.50	4.32	37,500.00	(1,436.15)	0.00	36,063.85
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	7,500,000.00	7,444,413.14	7,446,874.84	04/01/2026	4.63	5.03	28,906.25	2,461.70	0.00	31,367.95
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	5,000,000.00	5,000,000.00	5,000,000.00	07/14/2025	4.00	4.00	16,666.67	0.00	0.00	16,666.67
3135G03U5	FANNIE MAE 0.625 04/22/25	5,000,000.00	4,882,688.00	4,892,903.37	04/22/2025	0.63	3.15	2,604.17	10,215.37	0.00	12,819.54
3135G04Z3	FANNIE MAE 0.500 06/17/25	7,500,000.00	7,220,681.75	7,241,698.41	06/17/2025	0.50	3.99	3,125.00	21,016.66	0.00	24,141.66
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	5,000,000.00	5,000,000.00	5,000,000.00	10/04/2024	0.50	0.50	2,083.33	0.00	0.00	2,083.33
515327828	JPMorgan Chase Commercial Checking Account	100,119.59	102,516.74	100,119.59	05/31/2024	0.00	0.00	0.00	0.00	0.00	0.00
912828ZT0	US TREASURY 0.250 05/31/25	5,000,000.00	4,838,138.16	4,850,841.24	05/31/2025	0.25	3.42	1,058.74	12,703.08	0.00	13,761.82
91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024	0.00	5,994,754.49	0.00	05/15/2024	0.25	2.61	576.92	5,245.51	0.00	5,822.43
91282CFP1	US TREASURY 4.250 10/15/25	8,000,000.00	7,927,790.40	7,931,998.11	10/15/2025	4.25	4.90	28,797.81	4,207.70	0.00	33,005.52
91282CGR6	US TREASURY 4.625 03/15/26	7,500,000.00	7,446,543.26	7,448,969.55	03/15/2026	4.63	5.03	29,220.45	2,426.29	0.00	31,646.74
TEXPOOL	TexPool	64,820,500.20	75,850,754.01	64,820,500.20	05/31/2024	5.34	5.32	348,115.60	0.00	0.00	348,115.60
TEXSTAR	TexSTAR	12,349,066.78	12,293,646.98	12,349,066.78	05/31/2024	5.30	5.31	55,419.80	0.00	0.00	55,419.80
TXRANGE	Texas Range TexasDAILY Fund	5,603,611.71	5,578,548.15	5,603,611.71	05/31/2024	5.04	5.30	25,063.56	0.00	0.00	25,063.56
TOTAL		188,873,298.28	204,870,612.82	187,983,338.78		4.34	4.72	744,086.22	64,893.55	0.00	808,979.77

STABILIZATION											
06054NMG3	BOFA SECURITIES 12/16/24	10,000,000.00	9,671,766.66	9,716,200.00	12/16/2024	0.00	5.33	0.00	44,433.33	0.00	44,433.33
06741FKP1	BARCLAYS BNK PLC 10/23/24	10,000,000.00	9,737,986.11	9,784,400.00	10/23/2024	0.00	5.54	0.00	46,413.89	0.00	46,413.89
3130AWER7	FHLBANKS 4.625 06/06/25	8,000,000.00	7,996,320.82	7,996,605.24	06/06/2025	4.63	4.67	30,833.33	284.43	0.00	31,117.76
3130AWER7	FHLBANKS 4.625 06/06/25	2,000,000.00	1,999,073.28	1,999,144.92	06/06/2025	4.63	4.67	7,708.33	71.64	0.00	7,779.98

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	10,000,000.00	10,018,281.23	10,017,370.11	01/13/2026	4.00	3.89	33,333.33	(911.12)	0.00	32,422.21
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	10,000,000.00	9,992,155.43	9,992,588.91	11/13/2025	4.88	4.93	40,625.00	433.48	0.00	41,058.48
62479LKX2	MUFG BANK NY 10/31/24	5,000,000.00	4,864,275.00	4,887,266.66	10/31/2024	0.00	5.49	0.00	22,991.67	0.00	22,991.67
TEXPOOL	TexPool	30,139,803.76	29,761,042.64	30,139,803.76	05/31/2024	5.34	5.32	135,011.12	0.00	0.00	135,011.12
TOTAL		85,139,803.76	84,040,901.17	84,533,379.60		3.50	5.06	247,511.12	113,717.31	0.00	361,228.43
GRAND TOTAL		465,404,902.97	476,503,423.92	463,015,433.58		3.56	4.76	1,441,742.53	474,560.17	0.00	1,916,302.70

Disclosure

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COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

Quarterly Investment Report

AS OF MAY 31, 2024



M E E D E R

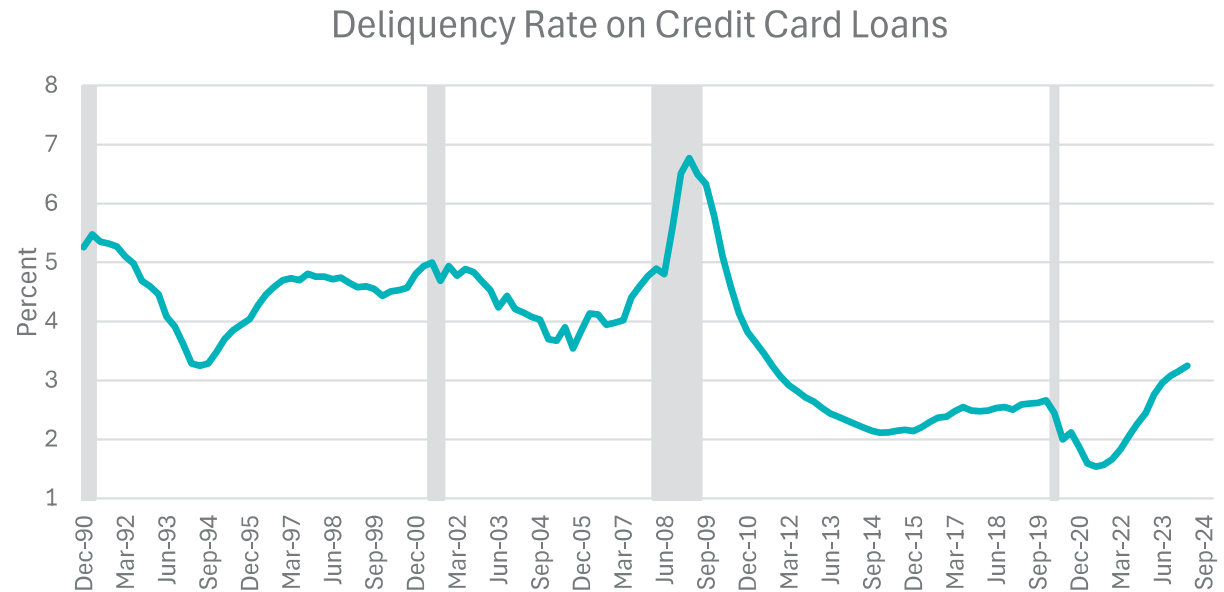
PUBLIC FUNDS

OBSERVATIONS

- More consumers are feeling the inflation pinch
- Declining full-time employment has dampened spending
- Low housing inventory has buoyed prices
- The inverted yield curve will probably be right...eventually

Delinquency Is Increasingly in the Cards for Maxed-Out Borrowers

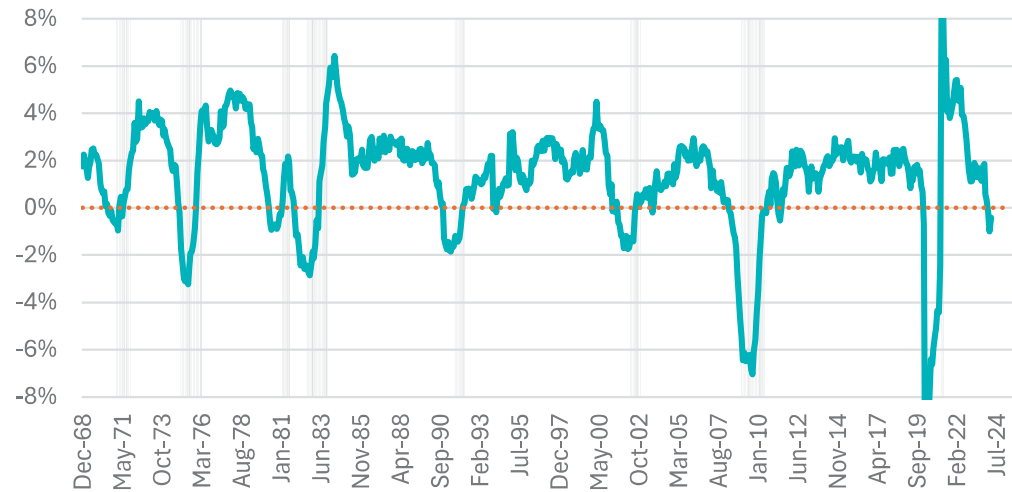
- Many major retailers are offering summer deals to entice inflation-weary shoppers as credit card delinquencies rise, especially for max-out borrowers.



Falling Full-Time Jobs May Be Pointing to an Economic Slowdown

- Often in the past, declining full-time employment has been a precursor to an economic slowdown or a recession.
- Year-over-year employment for full-time workers has been negative the past three months.

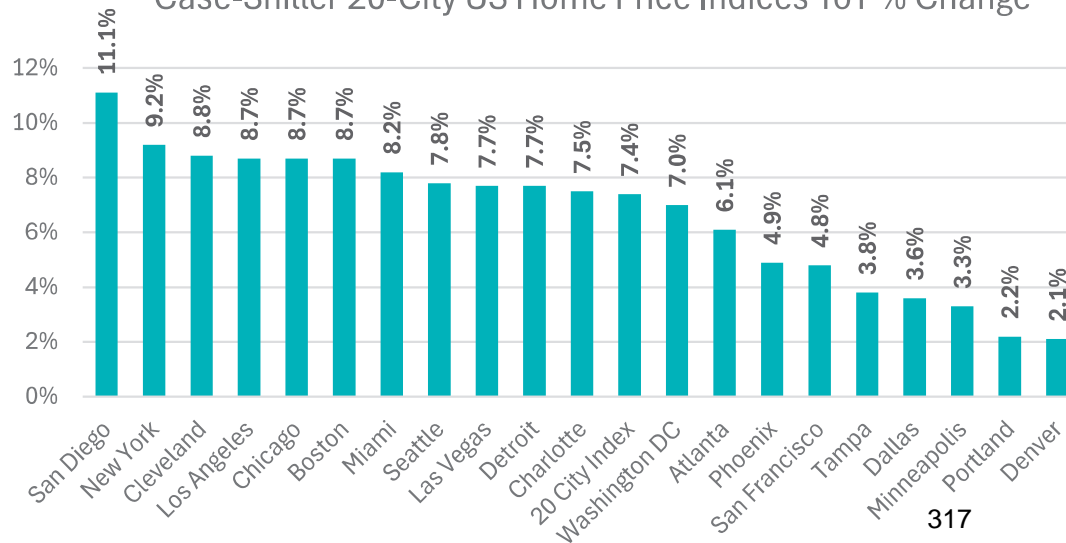
U.S. Full-Time Employment YoY % Change



SOURCE: BLOOMBERG, BUREAU OF LABOR STATISTICS

Home Prices Hit Another Record High in March

Case-Shiller 20-City US Home Price Indices YoY % Change

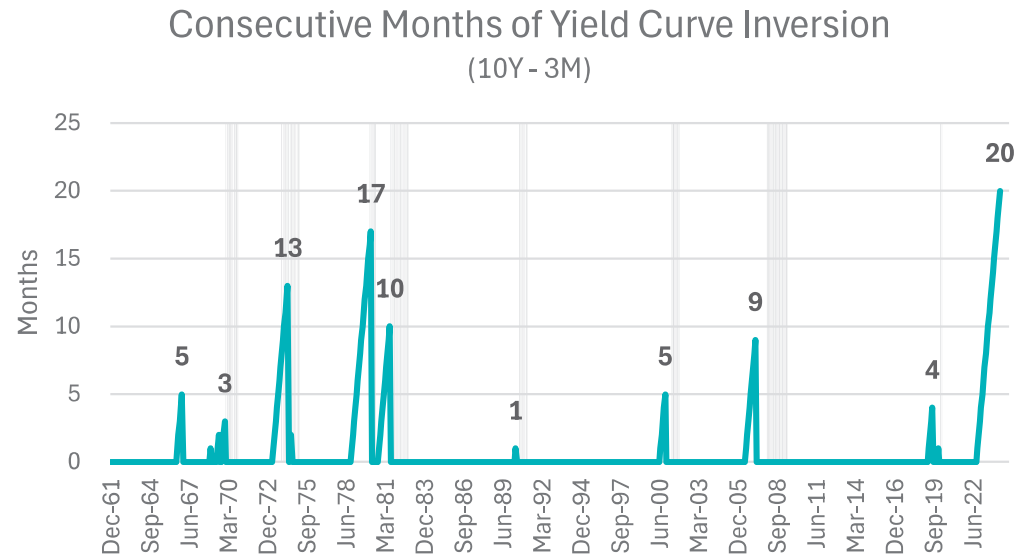


SOURCE: S&P CORELOGIC CASE-SHILLER

- Home prices in the 20 biggest U.S. metros hit another all-time high, as the housing market remains hampered by a low number of houses for sale.
- Home prices in these large markets were up 7.4% in the last 12 months ending in March, even under the burden of higher monthly mortgage payments for buyers.

Has the Inverted Yield Curve Lost its Predictive Luster?

- The U.S. Treasury yield curve (10 year minus 3 month) has been inverted the longest on record (20 consecutive months).
- In the past, this inversion has preceded recessions. High consumer and federal government spending has helped keep the economy moving along, but we will be surprised if the yield curve will be wrong this cycle...it's just lagging.



SOURCE: BLOOMBERG

Takeaways

- The Federal Reserve has pushed out rate cuts the futures market was expecting by now. The market is now projecting about four .25% cuts over the next 12 months.
- Often in the past, this type of market setup has proven to be an opportune time to lock in longer maturities.



Compliance Certification

The undersigned acknowledge they have reviewed this quarterly investment report for the period ending May 31, 2024. Officials designated as investment officers by this entity's Investment Policy attest that all investments comply with the Texas Public Funds Investment Act and this entity's Investment Policy.



Melissa Irby, Chief Financial Officer



Keitha Carlton, Associate V.P.-Controller



Barbara Johnson, Associate V.P.

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Portfolio Statistics

4.76

Average Yield

0.55

Weighted Average Maturity (Years)

0.52

Portfolio Effective Duration (Years)

0.55

Weighted Average Life (Years)

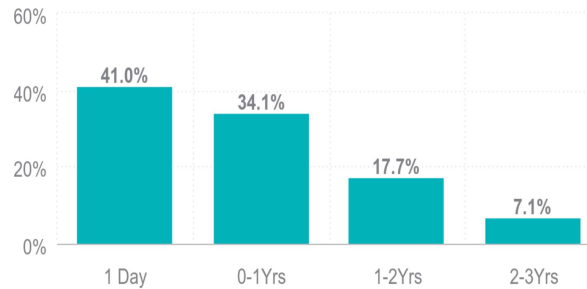
AA+

Average Credit Rating

Portfolio Position

Par Value	\$465,404,903
Principal Cost	\$460,477,425
Book Value	\$463,015,434
Market Value	\$461,670,442
Unrealized Gain/Loss	(\$1,344,992)
Accrued Interest	\$1,586,468

Maturity Distribution



Sector Allocation



● LGIP	41.00%
● U.S. Agencies	34.37%
● Commercial Paper	16.01%
● U.S. Treasuries	8.60%
● Bank Deposits	0.02%

Quarterly Portfolio Summary

This quarterly report is prepared in compliance with the Investment Policy and the Strategy of this entity and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of February 29, 2024

BEGINNING BOOK VALUE	\$465,206,871.72
BEGINNING MARKET VALUE	\$463,808,366.48
UNREALIZED GAIN/(LOSS)	(\$1,398,505.24)
WEIGHTED AVERAGE MATURITY (YEARS)	0.53
WEIGHTED AVERAGE YIELD	4.73

Portfolio as of May 31, 2024

ENDING BOOK VALUE	\$463,015,433.58
ENDING MARKET VALUE	\$461,670,442.05
INVESTMENT INCOME FOR THE PERIOD	\$5,848,532.87
UNREALIZED GAIN/(LOSS)	(\$1,344,991.53)
CHANGE IN UNREALIZED GAIN/(LOSS)	\$9,875.03
WEIGHTED AVERAGE MATURITY (YEARS)	0.55
WEIGHTED AVERAGE YIELD	4.76

Quarterly Portfolio Summary By Fund

PORTFOLIO MARKET VALUE BY FUND	02/29/2024	05/31/2024	CHANGE	INTEREST EARNED
2020 BOND SERIES	32,320,341.55	32,598,885.13	278,543.58	454,120.39
BUILDING	119,320,958.07	120,629,503.57	1,308,545.50	1,266,286.06
DEBT SERVICE	26,200,698.97	36,791,574.93	10,590,875.96	449,107.38
OPERATING	222,569,783.63	187,383,307.99	-35,186,475.64	2,608,269.78
STABILIZATION	83,396,810.35	84,267,170.42	870,360.07	1,070,749.26
TOTAL	483,808,592.57	461,670,442.05	-22,138,150.52	5,848,532.87

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	100,119.59	100,119.59	100,119.59	0.02%	1	0.00
LGIP	189,304,783.38	189,304,783.38	189,304,783.38	41.00%	1	5.31
Commercial Paper	75,000,000.00	73,918,102.77	73,918,102.77	16.01%	99	5.48
U.S. Treasuries	40,500,000.00	39,688,281.31	39,842,280.75	8.60%	384	4.50
U.S. Agencies	160,500,000.00	158,659,155.00	159,850,147.09	34.37%	444	3.84
TOTAL	465,404,902.97	461,670,442.05	463,015,433.58	100.00%	202	4.76
CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		78,919.27	78,919.27			
TOTAL CASH AND INVESTMENTS	465,404,902.97	461,749,361.32	463,094,352.85		202	4.76
TOTAL EARNINGS						
		CURRENT QUARTER				
		5,848,532.87				

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
2020 BOND SERIES						
LGIP	1	12,745,218.47	12,745,218.47	2.75	5.32	1
Commercial Paper	3	20,000,000.00	19,853,666.66	4.29	5.75	49
TOTAL	4	32,745,218.47	32,598,885.13	7.06	5.58	30
BUILDING						
LGIP	2	46,704,840.86	46,704,840.86	10.08	5.31	1
Commercial Paper	1	10,000,000.00	9,826,736.11	2.12	5.15	126
U.S. Treasuries	2	20,000,000.00	19,610,471.85	4.24	4.39	238
U.S. Agencies	6	45,000,000.00	44,966,206.31	9.70	2.77	216
TOTAL	11	121,704,840.86	121,108,255.13	26.13	4.21	130
DEBT SERVICE						
LGIP	1	16,941,741.60	16,941,741.60	3.66	5.32	1
Commercial Paper	1	20,000,000.00	19,849,833.33	4.28	5.42	52
TOTAL	2	36,941,741.60	36,791,574.93	7.97	5.37	29
OPERATING						
Bank Deposits	1	100,119.59	100,119.59	0.02	0.00	1
LGIP	3	82,773,178.69	82,773,178.69	17.87	5.31	1
U.S. Treasuries	3	20,500,000.00	20,231,808.89	4.37	4.60	526
U.S. Agencies	10	85,500,000.00	84,878,231.60	18.35	4.19	547
TOTAL	17	188,873,298.28	187,983,338.78	40.59	4.72	304
STABILIZATION						
LGIP	1	30,139,803.76	30,139,803.76	6.51	5.32	1
Commercial Paper	3	25,000,000.00	24,387,866.66	5.26	5.45	168
U.S. Agencies	4	30,000,000.00	30,005,709.18	6.51	4.50	497
TOTAL	8	85,139,803.76	84,533,379.60	18.25	5.06	226



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
GRAND TOTAL	42	465,404,902.97	463,015,433.58	100.00	4.76	203



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
2020 BOND SERIES												
LGIP												
TEXPOOL	TexPool	05/31/2024 05/31/2024	12,745,218.47	12,745,218.47 0.00	12,745,218.47	5.32		1	1.00 12,745,218.47	0.00 12,745,218.47	2.76	AAA
LGIP TOTAL			12,745,218.47	12,745,218.47 0.00	12,745,218.47	5.32		1	1.00 12,745,218.47	0.00 12,745,218.47	2.76	AAA
COMMERCIAL PAPER												
4497W0FE3	ING US FUNDING 06/14/24	09/26/2023 09/26/2023	10,000,000.00	9,590,261.11 0.00	9,590,261.11	5.83	06/14/2024	14	99.80 9,979,669.44	0.00 9,979,669.44	2.16	P-1 A-1
22533TFJ0	CREDIT AGRIN Y 06/18/24	09/26/2023 09/26/2023	5,000,000.00	4,792,372.22 0.00	4,792,372.22	5.82	06/18/2024	18	99.73 4,986,730.56	0.00 4,986,730.56	1.08	P-1 A-1
62479LKX2	MUFG BANK NY 10/31/24	04/30/2024 04/30/2024	5,000,000.00	4,863,533.33 0.00	4,863,533.33	5.49	10/31/2024	153	97.75 4,887,266.66	0.00 4,887,266.66	1.06	P-1 A-1
COMMERCIAL PAPER TOTAL			20,000,000.00	19,246,166.66 0.00	19,246,166.66	5.75		49	99.28 19,853,666.66	0.00 19,853,666.66	4.30	P-1 A-1
2020 BOND SERIES TOTAL			32,745,218.47	31,991,385.13 0.00	31,991,385.13	5.58		30	60.85 32,598,885.13	0.00 32,598,885.13	7.06	AA
BUILDING												
LGIP												
TEXSTAR	TexSTAR	05/31/2024 05/31/2024	30,834,379.91	30,834,379.91 0.00	30,834,379.91	5.31		1	1.00 30,834,379.91	0.00 30,834,379.91	6.68	AAA
TEXPOOL	TexPool	05/31/2024 05/31/2024	15,870,460.95	15,870,460.95 0.00	15,870,460.95	5.32		1	1.00 15,870,460.95	0.00 15,870,460.95	3.44	AAA
LGIP TOTAL			46,704,840.86	46,704,840.86 0.00	46,704,840.86	5.31		1	1.00 46,704,840.86	0.00 46,704,840.86	10.12	AAA
COMMERCIAL PAPER												
62479LK46	MUFG BANK NY 10/04/24	01/18/2024 01/18/2024	10,000,000.00	9,639,611.11 0.00	9,639,611.11	5.15	10/04/2024	126	98.27 9,826,736.11	0.00 9,826,736.11	2.13	P-1 A-1
COMMERCIAL PAPER TOTAL			10,000,000.00	9,639,611.11 0.00	9,639,611.11	5.15		126	98.27 9,826,736.11	0.00 9,826,736.11	2.13	P-1 A-1
U.S. TREASURIES												
912828YE4	US TREASURY 1.250 08/31/24	04/13/2022 04/18/2022	5,000,000.00	4,860,937.50 0.00	4,860,937.50	2.47	08/31/2024	92	99.00 4,950,000.00	(35,387.20) 4,985,387.20	1.07	Aaa AA+
91282CED9	US TREASURY 1.750 03/15/25	03/27/2024 03/27/2024	15,000,000.00	14,538,867.19 8,559.78	14,547,426.97	5.05	03/15/2025	288	97.34 14,600,976.60	(24,108.06) 14,625,084.66	3.16	Aaa AA+
U.S. TREASURIES TOTAL			20,000,000.00	19,399,804.69 8,559.78	19,408,364.47	4.39		238	97.76 19,550,976.60	(59,495.25) 19,610,471.85	4.23	Aaa AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
U.S. AGENCIES												
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	06/03/2021 06/28/2021	10,000,000.00	10,000,000.00 0.00	10,000,000.00	0.40	06/28/2024	28	99.66 9,966,200.00	(33,800.00) 10,000,000.00	2.16	Aaa AA+
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	07/10/2021 08/30/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	0.50	08/28/2024	89	98.79 4,939,300.00	(60,700.00) 5,000,000.00	1.07	Aaa AA+
3130ARD24	FHLBANKS 2.010 09/30/24 '24	05/22/2023 05/24/2023	10,000,000.00	9,613,500.00 0.00	9,613,500.00	5.00	09/30/2024	122	98.83 9,883,100.00	(22,082.56) 9,905,182.56	2.14	Aaa AA+
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	12/10/2021 12/20/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	1.00	12/20/2024	203	97.57 4,878,600.00	(121,400.00) 5,000,000.00	1.06	Aaa AA+
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	01/09/2023 01/11/2023	5,000,000.00	5,013,700.00 0.00	5,013,700.00	4.36	01/10/2025	224	99.45 4,972,450.00	(31,731.11) 5,004,181.11	1.08	Aaa AA+
3130ATUC9	FHLBANKS 4.500 12/12/25	01/06/2023 01/10/2023	10,000,000.00	10,108,500.00 0.00	10,108,500.00	4.10	12/12/2025	560	99.07 9,907,300.00	(149,542.63) 10,056,842.63	2.15	Aaa AA+
U.S. AGENCIES TOTAL			45,000,000.00	44,735,700.00 0.00	44,735,700.00	2.76		215	99.00 44,546,950.00	(419,256.31) 44,966,206.31	9.65	Aaa AA+
BUILDING TOTAL			121,704,840.86	120,479,956.66 8,559.78	120,488,516.44	4.21		129	60.79 120,629,503.57	(478,751.56) 121,108,255.13	26.13	AA+

DEBT SERVICE												
LGIP												
TEXPOOL	TexPool	05/31/2024 05/31/2024	16,941,741.60	16,941,741.60 0.00	16,941,741.60	5.32		1	1.00 16,941,741.60	0.00 16,941,741.60	3.67	AAA
LGIP TOTAL			16,941,741.60	16,941,741.60 0.00	16,941,741.60	5.32		1	1.00 16,941,741.60	0.00 16,941,741.60	3.67	AAA
COMMERCIAL PAPER												
89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	03/22/2024 03/22/2024	20,000,000.00	19,640,777.78 0.00	19,640,777.78	5.42	07/22/2024	52	99.25 19,849,833.33	0.00 19,849,833.33	4.30	P-1 A-1+
COMMERCIAL PAPER TOTAL			20,000,000.00	19,640,777.78 0.00	19,640,777.78	5.42		52	99.25 19,849,833.33	0.00 19,849,833.33	4.30	P-1 A-1+
DEBT SERVICE TOTAL			36,941,741.60	36,582,519.38 0.00	36,582,519.38	5.37		29	54.01 36,791,574.93	0.00 36,791,574.93	7.97	AAA

OPERATING												
BANK DEPOSITS												
515327828	JPMorgan Chase Commer- cial Checking Account	05/31/2024 05/31/2024	100,119.59	100,119.59 0.00	100,119.59	0.00		1	1.00 100,119.59	0.00 100,119.59	0.02	NA
BANK DEPOSITS TOTAL			100,119.59	100,119.59 0.00	100,119.59	0.00		1	1.00 100,119.59	0.00 100,119.59	0.02	NA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
LGIP												
TEXSTAR	TexSTAR	05/31/2024 05/31/2024	12,349,066.78	12,349,066.78 0.00	12,349,066.78	5.31		1	1.00 12,349,066.78	0.00 12,349,066.78	2.67	AAA
TXRANGE	Texas Range TexasDAILY Fund	05/31/2024 05/31/2024	5,603,611.71	5,603,611.71 0.00	5,603,611.71	5.30		1	1.00 5,603,611.71	0.00 5,603,611.71	1.21	AAA
TEXPOOL	TexPool	05/31/2024 05/31/2024	64,820,500.20	64,820,500.20 0.00	64,820,500.20	5.32		1	1.00 64,820,500.20	0.00 64,820,500.20	14.04	AAA
LGIP TOTAL			82,773,178.69	82,773,178.69 0.00	82,773,178.69	5.31		1	1.00 82,773,178.69	0.00 82,773,178.69	17.93	AAA
U.S. TREASURIES												
912828ZT0	US TREASURY 0.250 05/31/25	05/13/2022 06/15/2022	5,000,000.00	4,557,031.25 0.00	4,557,031.25	3.42	05/31/2025	365	95.25 4,762,500.00	(88,341.24) 4,850,841.24	1.03	Aaa AA+
91282CFP1	US TREASURY 4.250 10/15/25	11/22/2023 11/22/2023	8,000,000.00	7,905,937.50 0.00	7,905,937.50	4.90	10/15/2025	502	98.93 7,914,062.48	(17,935.63) 7,931,998.11	1.71	Aaa AA+
91282CGR6	US TREASURY 4.625 03/15/26	04/29/2024 04/29/2024	7,500,000.00	7,446,386.72 42,416.78	7,488,803.50	5.03	03/15/2026	653	99.48 7,460,742.23	11,772.68 7,448,969.55	1.62	Aaa AA+
U.S. TREASURIES TOTAL			20,500,000.00	19,909,355.47 42,416.78	19,951,772.25	4.60		526	98.26 20,137,304.71	(94,504.19) 20,231,808.89	4.36	Aaa AA+
U.S. AGENCIES												
3133ENYX2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.25 06/17/2024	07/21/2022 07/25/2022	5,000,000.00	4,999,750.00 0.00	4,999,750.00	3.25	06/17/2024	17	99.92 4,995,900.00	(4,094.20) 4,999,994.20	1.08	Aaa AA+
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	09/14/2021 10/04/2021	5,000,000.00	5,000,000.00 0.00	5,000,000.00	0.50	10/04/2024	126	98.30 4,915,150.00	(84,850.00) 5,000,000.00	1.06	Aaa AA+
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	01/17/2023 01/19/2023	10,000,000.00	10,031,011.40 0.00	10,031,011.40	4.32	11/18/2024	171	99.58 9,957,900.00	(49,975.68) 10,007,875.68	2.16	Aaa AA+
3135G03U5	FANNIE MAE 0.625 04/22/25	08/03/2022 08/05/2022	5,000,000.00	4,673,949.80 0.00	4,673,949.80	3.15	04/22/2025	326	96.02 4,800,900.00	(92,003.37) 4,892,903.37	1.04	Aaa AA+
3135G04Z3	FANNIE MAE 0.500 06/17/25	01/19/2023 01/23/2023	7,500,000.00	6,906,450.00 0.00	6,906,450.00	3.99	06/17/2025	382	95.37 7,152,375.00	(89,323.41) 7,241,698.41	1.55	Aaa AA+
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	06/14/2022 07/14/2022	5,000,000.00	5,000,000.00 0.00	5,000,000.00	4.00	07/14/2025	409	98.58 4,929,100.00	(70,900.00) 5,000,000.00	1.07	Aaa AA+
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	01/27/2023 02/02/2023	7,500,000.00	7,472,550.00 0.00	7,472,550.00	4.01	02/02/2026	612	98.11 7,358,025.00	(126,689.65) 7,484,714.65	1.59	Aaa AA+
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	04/30/2024 04/30/2024	7,500,000.00	7,444,333.73 27,942.71	7,472,276.44	5.03	04/01/2026	670	99.43 7,457,025.00	10,150.16 7,446,874.84	1.62	Aaa AA+
3130AWTQ3	FHLBANKS 4.625 09/11/26	09/25/2023 09/25/2023	25,000,000.00	24,759,469.25 0.00	24,759,469.25	4.97	09/11/2026	833	99.38 24,844,250.00	29,310.34 24,814,939.66	5.38	Aaa AA+
3130AXU63	FHLBANKS 4.625 11/17/26	11/22/2023 11/22/2023	8,000,000.00	7,986,936.00 0.00	7,986,936.00	4.68	11/17/2026	900	99.53 7,962,080.00	(27,150.78) 7,989,230.78	1.72	Aaa AA+
U.S. AGENCIES TOTAL			85,500,000.00	84,274,450.18 27,942.71	84,302,392.89 329	4.18		546	98.70 84,372,705.00	(505,526.60) 84,878,231.60	18.28	Aaa AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
OPERATING TOTAL			188,873,298.28	187,057,103.93 70,359.49	187,127,463.42	4.73		303	55.44 187,383,307.99	(600,030.79) 187,983,338.78	40.59	AA+
STABILIZATION												
LGIP												
TEXPOOL	TexPool	05/31/2024 05/31/2024	30,139,803.76	30,139,803.76 0.00	30,139,803.76	5.32		1	1.00 30,139,803.76	0.00 30,139,803.76	6.53	AAA
LGIP TOTAL			30,139,803.76	30,139,803.76 0.00	30,139,803.76	5.32		1	1.00 30,139,803.76	0.00 30,139,803.76	6.53	AAA
COMMERCIAL PAPER												
06741FKP1	BARCLAYS BNK PLC 10/23/24	04/29/2024 04/29/2024	10,000,000.00	9,734,991.67 0.00	9,734,991.67	5.54	10/23/2024	145	97.84 9,784,400.00	0.00 9,784,400.00	2.12	P-1 A-1
62479LKX2	MUFG BANK NY 10/31/24	04/30/2024 04/30/2024	5,000,000.00	4,863,533.33 0.00	4,863,533.33	5.49	10/31/2024	153	97.75 4,887,266.66	0.00 4,887,266.66	1.06	P-1 A-1
06054NMG3	BOFA SECURITIES 12/16/24	03/22/2024 03/22/2024	10,000,000.00	9,614,433.33 0.00	9,614,433.33	5.33	12/16/2024	199	97.16 9,716,200.00	0.00 9,716,200.00	2.10	P-1 A-1
COMMERCIAL PAPER TOTAL			25,000,000.00	24,212,958.33 0.00	24,212,958.33	5.45		168	97.55 24,387,866.66	0.00 24,387,866.66	5.28	P-1 A-1
U.S. AGENCIES												
3130AWER7	FHLBANKS 4.625 06/06/25	06/12/2023 06/12/2023	8,000,000.00	7,993,360.00 0.00	7,993,360.00	4.67	06/06/2025	371	99.42 7,953,680.00	(42,925.24) 7,996,605.24	1.72	Aaa AA+
3130AWER7	FHLBANKS 4.625 06/06/25	06/12/2023 06/12/2023	2,000,000.00	1,998,327.50 0.00	1,998,327.50	4.67	06/06/2025	371	99.42 1,988,420.00	(10,724.92) 1,999,144.92	0.43	Aaa AA+
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	11/22/2023 11/22/2023	10,000,000.00	9,989,910.00 0.00	9,989,910.00	4.93	11/13/2025	531	99.65 9,965,000.00	(27,588.91) 9,992,588.91	2.16	Aaa AA+
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	01/12/2023 01/17/2023	10,000,000.00	10,032,100.00 0.00	10,032,100.00	3.89	01/13/2026	592	98.32 9,832,400.00	(184,970.11) 10,017,370.11	2.13	Aaa AA+
U.S. AGENCIES TOTAL			30,000,000.00	30,013,697.50 0.00	30,013,697.50	4.50		498	99.14 29,739,500.00	(266,209.18) 30,005,709.18	6.44	Aaa AA+
STABILIZATION TOTAL			85,139,803.76	84,366,459.59 0.00	84,366,459.59	5.06		225	63.58 84,267,170.42	(266,209.18) 84,533,379.60	18.25	AA
GRAND TOTAL			465,404,902.97	460,477,424.69 78,919.27	460,556,343.96	4.76		202	58.59 461,670,442.05	(1,344,991.53) 463,015,433.58	100.00	AA+

Cash Reconciliation Report

2020 BOND SERIES						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
BUY						
04/30/2024	62479LXX2	MUFG BANK NY 10/31/24	5,000,000.00	10/31/2024	4,863,533.33	-4,863,533.33
BUY TOTAL			5,000,000.00		4,863,533.33	-4,863,533.33
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
04/15/2024	21687ADF7	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH 0.0 04/15/2024	-5,000,000.00	04/15/2024	-5,000,000.00	5,000,000.00
MATURITY TOTAL			-5,000,000.00		-5,000,000.00	5,000,000.00
BUILDING						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
BUY						
03/27/2024	91282CED9	US TREASURY 1.750 03/15/25	15,000,000.00	03/15/2025	14,538,867.19	-14,547,426.97
BUY TOTAL			15,000,000.00		14,538,867.19	-14,547,426.97
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
03/12/2024	3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024	0.00	03/12/2024	0.00	10,000.00
04/01/2024	3130ARD24	FHLBANKS 2.010 09/30/24 '24	0.00	09/30/2024	0.00	100,500.00
COUPON TOTAL			0.00		0.00	110,500.00
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
03/12/2024	3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024	-5,000,000.00	03/12/2024	-5,000,000.00	5,000,000.00
MATURITY TOTAL			-5,000,000.00		-5,000,000.00	5,000,000.00
DEBT SERVICE						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
BUY						
03/22/2024	89119AGN2	TD 07/22/24	20,000,000.00	07/22/2024	19,640,777.78	-19,640,777.78
BUY TOTAL			20,000,000.00		19,640,777.78	-19,640,777.78
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						

Cash Reconciliation Report

03/11/2024	53948ACB5	Lloyds Bank Corporate Markets plc 0.0 03/11/2024	-8,000,000.00	03/11/2024	-8,000,000.00	8,000,000.00
MATURITY TOTAL			-8,000,000.00		-8,000,000.00	8,000,000.00
OPERATING						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
BUY						
04/29/2024	91282CGR6	US TREASURY 4.625 03/15/26	7,500,000.00	03/15/2026	7,446,386.72	-7,488,803.50
04/30/2024	3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	7,500,000.00	04/01/2026	7,444,333.73	-7,472,276.44
BUY TOTAL			15,000,000.00		14,890,720.45	-14,961,079.94
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
03/11/2024	3130AWTQ3	FHLBANKS 4.625 09/11/26	0.00	09/11/2026	0.00	696,961.81
04/04/2024	31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	0.00	10/04/2024	0.00	12,500.00
04/15/2024	91282CFP1	US TREASURY 4.250 10/15/25	0.00	10/15/2025	0.00	170,000.00
04/22/2024	3135G03U5	FANNIE MAE 0.625 04/22/25	0.00	04/22/2025	0.00	15,625.00
05/15/2024	91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024	0.00	05/15/2024	0.00	7,500.00
05/17/2024	3130AXU63	FHLBANKS 4.625 11/17/26	0.00	11/17/2026	0.00	185,000.00
05/20/2024	3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	0.00	11/18/2024	0.00	225,000.00
05/31/2024	912828ZT0	US TREASURY 0.250 05/31/25	0.00	05/31/2025	0.00	6,250.00
COUPON TOTAL			0.00		0.00	1,318,836.81
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
04/18/2024	78015CDJ8	Royal Bank of Canada New York Branch 0.0 04/18/2024	-10,000,000.00	04/18/2024	-10,000,000.00	10,000,000.00
04/19/2024	89233GDK9	Toyota Motor Credit Corporation 0.0 04/19/2024	-5,000,000.00	04/19/2024	-5,000,000.00	5,000,000.00
05/15/2024	91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024	-6,000,000.00	05/15/2024	-6,000,000.00	6,000,000.00
MATURITY TOTAL			-21,000,000.00		-21,000,000.00	21,000,000.00
STABILIZATION						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
BUY						
03/22/2024	06054NMG3	BOFA SECURITIES 12/16/24	10,000,000.00	12/16/2024	9,614,433.33	-9,614,433.33
04/29/2024	06741FKP1	BARCLAYS BNK PLC 10/23/24	10,000,000.00	10/23/2024	9,734,991.67	-9,734,991.67
04/30/2024	62479LXX2	MUFG BANK NY 10/31/24	5,000,000.00	10/31/2024	4,863,533.33	-4,863,533.33

Cash Reconciliation Report

BUY TOTAL			25,000,000.00		24,212,958.33	-24,212,958.33
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
05/13/2024	3133EPC37	FED FARM CR BNKS 4.875 11/13/25	0.00	11/13/2025	0.00	243,750.00
COUPON TOTAL			0.00		0.00	243,750.00
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
04/08/2024	62479LD85	MUFG Bank, Ltd., New York Branch 0.0 04/08/2024	-10,000,000.00	04/08/2024	-10,000,000.00	10,000,000.00
04/15/2024	21687ADF7	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH 0.0 04/15/2024	-5,000,000.00	04/15/2024	-5,000,000.00	5,000,000.00
MATURITY TOTAL			-15,000,000.00		-15,000,000.00	15,000,000.00

Transaction Statement

BUILDING									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	03/27/2024	03/27/2024	91282CED9	US TREASURY 1.750 03/15/25	15,000,000.00	14,538,867.19	8,559.78	(14,547,426.97)	5.05
BUY TOTAL					15,000,000.00	14,538,867.19	8,559.78	(14,547,426.97)	5.05

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	03/12/2024	03/12/2024	3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
MATURITY TOTAL					(5,000,000.00)	5,000,000.00	5,000,000.00	0.00

STABILIZATION									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	03/22/2024	03/22/2024	06054NMG3	BOFA SECURITIES 12/16/24	10,000,000.00	9,614,433.33	0.00	(9,614,433.33)	5.33
	04/29/2024	04/29/2024	06741FKP1	BARCLAYS BNK PLC 10/23/24	10,000,000.00	9,734,991.67	0.00	(9,734,991.67)	5.54
	04/30/2024	04/30/2024	62479LXX2	MUFG BANK NY 10/31/24	5,000,000.00	4,863,533.33	0.00	(4,863,533.33)	5.49
BUY TOTAL					25,000,000.00	24,212,958.33	0.00	(24,212,958.33)	5.45

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	04/08/2024	04/08/2024	62479LD85	MUFG Bank, Ltd., New York Branch 0.0 04/08/2024	(10,000,000.00)	10,000,000.00	10,000,000.00	0.00
	04/15/2024	04/15/2024	21687ADF7	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH 0.0 04/15/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
MATURITY TOTAL					(15,000,000.00)	15,000,000.00	15,000,000.00	0.00

Transaction Statement

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	03/22/2024	03/22/2024	89119AGN2	TD 07/22/24	20,000,000.00	19,640,777.78	0.00	(19,640,777.78)	5.42
BUY TOTAL					20,000,000.00	19,640,777.78	0.00	(19,640,777.78)	5.42

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	03/11/2024	03/11/2024	53948ACB5	Lloyds Bank Corporate Markets plc 0.0 03/11/2024	(8,000,000.00)	8,000,000.00	8,000,000.00	0.00
MATURITY TOTAL					(8,000,000.00)	8,000,000.00	8,000,000.00	0.00

OPERATING

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	04/29/2024	04/29/2024	91282CGR6	US TREASURY 4.625 03/15/26	7,500,000.00	7,446,386.72	42,416.78	(7,488,803.50)	5.03
	04/30/2024	04/30/2024	3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	7,500,000.00	7,444,333.73	27,942.71	(7,472,276.44)	5.03
BUY TOTAL					15,000,000.00	14,890,720.45	70,359.49	(14,961,079.94)	5.03

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	04/18/2024	04/18/2024	78015CDJ8	Royal Bank of Canada New York Branch 0.0 04/18/2024	(10,000,000.00)	10,000,000.00	10,000,000.00	0.00
	04/19/2024	04/19/2024	89233GDK9	Toyota Motor Credit Corporation 0.0 04/19/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
	05/15/2024	05/15/2024	91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024	(6,000,000.00)	6,000,000.00	6,000,000.00	0.00
MATURITY TOTAL					(21,000,000.00)	21,000,000.00	21,000,000.00	0.00

2020 BOND SERIES

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	335	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
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Transaction Statement

BUY									
	04/30/2024	04/30/2024	62479LXX2	MUFG BANK NY 10/31/24	5,000,000.00	4,863,533.33	0.00	(4,863,533.33)	5.49
BUY TOTAL					5,000,000.00	4,863,533.33	0.00	(4,863,533.33)	5.49

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	04/15/2024	04/15/2024	21687ADF7	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH 0.0 04/15/2024	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
MATURITY TOTAL					(5,000,000.00)	5,000,000.00	5,000,000.00	0.00



Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
2020 BOND SERIES									
21687ADF7	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH 0.0 04/15/2024	5,000,000.00	4,842,393.06	(157,606.94)	4,965,062.50	34,937.50	0.00	157,606.94	0.00
22533TFJ0	CREDIT AGRIN Y 06/18/24	5,000,000.00	4,792,372.22	(207,627.78)	4,914,919.44	71,811.11	4,986,730.56	194,358.34	(13,269.44)
4497W0FE3	ING US FUNDING 06/14/24	10,000,000.00	9,590,261.11	(409,738.89)	9,835,791.67	143,877.78	9,979,669.44	389,408.33	(20,330.56)
62479LKX2	MUFG BANK NY 10/31/24	5,000,000.00	4,863,533.33	(136,466.67)	0.00	23,733.33	4,887,266.66	23,733.33	(112,733.34)
TOTAL		25,000,000.00	24,088,559.72	(911,440.28)	19,715,773.61	274,359.72	19,853,666.66	765,106.94	(146,333.34)
BUILDING									
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	5,000,000.00	5,013,700.00	13,700.00	5,005,906.06	(1,724.94)	5,004,181.11	(9,518.89)	4,181.11
3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00	0.00	0.00
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	10,000,000.00	10,000,000.00	0.00	10,000,000.00	0.00	10,000,000.00	0.00	0.00
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3130ARD24	FHLBANKS 2.010 09/30/24 '24	10,000,000.00	9,613,500.00	(386,500.00)	9,833,089.96	72,092.60	9,905,182.56	291,682.56	(94,817.44)
3130ATUC9	FHLBANKS 4.500 12/12/25	10,000,000.00	10,108,500.00	108,500.00	10,066,197.77	(9,355.14)	10,056,842.63	(51,657.37)	56,842.63
62479LK46	MUFG BANK NY 10/04/24	10,000,000.00	9,639,611.11	(360,388.89)	9,699,213.89	127,522.22	9,826,736.11	187,125.00	(173,263.89)
912828YE4	US TREASURY 1.250 08/31/24	5,000,000.00	4,860,937.50	(139,062.50)	4,970,613.81	14,773.38	4,985,387.20	124,449.70	(14,612.80)
91282CED9	US TREASURY 1.750 03/15/25	15,000,000.00	14,538,867.19	(461,132.81)	0.00	86,217.47	14,625,084.66	86,217.47	(374,915.34)
TOTAL		80,000,000.00	78,775,115.80	(1,224,884.20)	64,575,021.49	289,525.59	74,403,414.27	628,298.47	(596,585.73)
DEBT SERVICE									
53948ACB5	Lloyds Bank Corporate Markets plc 0.0 03/11/2024	8,000,000.00	7,790,186.67	(209,813.33)	7,987,511.11	12,488.89	0.00	209,813.33	0.00
89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	20,000,000.00	19,640,777.78	(359,222.22)	0.00	209,055.55	19,849,833.33	209,055.55	(150,166.67)
TOTAL		28,000,000.00	27,430,964.45	(569,035.55)	7,987,511.11	221,544.44	19,849,833.33	418,868.88	(150,166.67)
OPERATING									
3135G04Z3	FANNIE MAE 0.500 06/17/25	7,500,000.00	6,906,450.00	(593,550.00)	7,179,326.38	62,372.04	7,241,698.41	335,248.41	(258,301.59)
3135G03U5	FANNIE MAE 0.625 04/22/25	5,000,000.00	4,673,949.80	(326,050.20)	4,862,586.79	30,316.58	4,892,903.37	218,953.57	(107,096.63)



Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	7,500,000.00	7,472,550.00	(27,450.00)	7,482,413.10	2,301.56	7,484,714.65	12,164.65	(15,285.35)
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	10,000,000.00	10,031,011.40	31,011.40	10,012,137.82	(4,262.13)	10,007,875.68	(23,135.72)	7,875.68
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	7,500,000.00	7,444,333.73	(55,666.27)	0.00	2,541.11	7,446,874.84	2,541.11	(53,125.16)
3133ENYX2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.25 06/17/2024	5,000,000.00	4,999,750.00	(250.00)	4,999,960.88	33.32	4,999,994.20	244.20	(5.80)
3130AWTQ3	FHLBANKS 4.625 09/11/26	25,000,000.00	24,759,469.25	(240,530.75)	24,794,476.26	20,463.40	24,814,939.66	55,470.41	(185,060.34)
3130AXU63	FHLBANKS 4.625 11/17/26	8,000,000.00	7,986,936.00	(13,064.00)	7,988,128.70	1,102.08	7,989,230.78	2,294.78	(10,769.22)
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
78015CDJ8	Royal Bank of Canada New York Branch 0.0 04/18/2024	10,000,000.00	9,573,750.00	(426,250.00)	9,925,600.00	74,400.00	0.00	426,250.00	0.00
89233GDK9	Toyota Motor Credit Corporation 0.0 04/19/2024	5,000,000.00	4,789,250.00	(210,750.00)	4,961,752.78	38,247.22	0.00	210,750.00	0.00
91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024	6,000,000.00	5,726,484.38	(273,515.62)	5,971,899.08	28,100.92	0.00	273,515.62	0.00
912828ZT0	US TREASURY 0.250 05/31/25	5,000,000.00	4,557,031.25	(442,968.75)	4,813,141.77	37,699.47	4,850,841.24	293,809.99	(149,158.76)
91282CFP1	US TREASURY 4.250 10/15/25	8,000,000.00	7,905,937.50	(94,062.50)	7,919,510.73	12,487.37	7,931,998.11	26,060.61	(68,001.89)
91282CGR6	US TREASURY 4.625 03/15/26	7,500,000.00	7,446,386.72	(53,613.28)	0.00	2,582.83	7,448,969.55	2,582.83	(51,030.45)
TOTAL		127,000,000.00	124,273,290.03	(2,726,709.97)	110,910,934.27	308,385.78	105,110,040.50	1,836,750.47	(889,959.50)

STABILIZATION									
06741FKP1	BARCLAYS BNK PLC 10/23/24	10,000,000.00	9,734,991.67	(265,008.33)	0.00	49,408.33	9,784,400.00	49,408.33	(215,600.00)
06054NMG3	BOFA SECURITIES 12/16/24	10,000,000.00	9,614,433.33	(385,566.67)	0.00	101,766.67	9,716,200.00	101,766.67	(283,800.00)
21687ADF7	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH 0.0 04/15/2024	5,000,000.00	4,842,393.06	(157,606.94)	4,965,062.50	34,937.50	0.00	157,606.94	0.00
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	10,000,000.00	10,032,100.00	32,100.00	10,020,074.09	(2,703.98)	10,017,370.11	(14,729.89)	17,370.11
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	10,000,000.00	9,989,910.00	(10,090.00)	9,991,302.45	1,286.45	9,992,588.91	2,678.91	(7,411.09)
3130AWER7	FHLBANKS 4.625 06/06/25	8,000,000.00	7,993,360.00	(6,640.00)	7,995,761.14	844.10	7,996,605.24	3,245.24	(3,394.76)
3130AWER7	FHLBANKS 4.625 06/06/25	2,000,000.00	1,998,327.50	(1,672.50)	1,998,932.30	212.62	1,999,144.92	817.42	(855.08)
62479LKX2	MUFG BANK NY 10/31/24	5,000,000.00	4,863,533.33	(136,466.67)	0.00	23,733.33	4,887,266.66	23,733.33	(112,733.34)
62479LD85	MUFG Bank, Ltd., New York Branch 0.0 04/08/2024	10,000,000.00	9,587,041.67	(412,958.33)	9,940,783.34	59,216.66	0.00	412,958.33	0.00
TOTAL		70,000,000.00	68,656,090.56	(1,343,909.44)	44,911,915.82	268,701.69	54,393,575.84	737,485.28	(606,424.16)



Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
GRAND TOTAL		330,000,000.00	323,224,020.56	(6,775,979.44)	248,101,156.30	1,362,517.22	273,610,530.61	4,386,510.05	(2,389,469.39)



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
2020 BOND SERIES									
22533TFJ0	CREDIT AGRI NY 06/18/24	2023-09-26	5,000,000.00	4,792,372.22	0.00	0.00	0.00	0.00	0.00
4497W0FE3	ING US FUNDING 06/14/24	2023-09-26	10,000,000.00	9,590,261.11	0.00	0.00	0.00	0.00	0.00
62479LKX2	MUFG BANK NY 10/31/24	2024-04-30	5,000,000.00	4,863,533.33	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2024-05-31	12,745,218.47	12,745,218.47	0.00	0.00	179,760.67	179,760.67	0.00
TOTAL			32,745,218.47	31,991,385.13	0.00	0.00	179,760.67	179,760.67	0.00

BUILDING									
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	2023-01-11	5,000,000.00	5,013,700.00	31,875.00	0.00	56,250.00	0.00	88,125.00
3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024	2021-03-12	0.00	0.00	9,388.89	0.00	611.11	10,000.00	0.00
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	2021-06-28	10,000,000.00	10,000,000.00	7,000.00	0.00	10,000.00	0.00	17,000.00
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	2021-08-30	5,000,000.00	5,000,000.00	208.33	0.00	6,250.00	0.00	6,458.33
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	2021-12-20	5,000,000.00	5,000,000.00	9,861.11	0.00	12,500.00	0.00	22,361.11
3130ARD24	FHLBANKS 2.010 09/30/24 '24	2023-05-24	10,000,000.00	9,613,500.00	84,308.33	0.00	50,250.00	100,500.00	34,058.33
3130ATUC9	FHLBANKS 4.500 12/12/25	2023-01-10	10,000,000.00	10,108,500.00	98,750.00	0.00	112,500.00	0.00	211,250.00
62479LK46	MUFG BANK NY 10/04/24	2024-01-18	10,000,000.00	9,639,611.11	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2024-05-31	15,870,460.95	15,870,460.95	0.00	0.00	257,116.89	257,116.89	0.00
TEXSTAR	TexSTAR	2024-05-31	30,834,379.91	30,834,379.91	0.00	0.00	408,578.66	408,578.66	0.00
912828YE4	US TREASURY 1.250 08/31/24	2022-04-18	5,000,000.00	4,860,937.50	169.84	0.00	15,625.00	0.00	15,794.84
91282CED9	US TREASURY 1.750 03/15/25	2024-03-27	15,000,000.00	14,538,867.19	0.00	8,559.78	47,078.81	0.00	55,638.59
TOTAL			121,704,840.86	120,479,956.66	241,561.50	8,559.78	976,760.47	776,195.55	450,686.20

DEBT SERVICE									
TEXPOOL	TexPool	2024-05-31	16,941,741.60	16,941,741.60	0.00	0.00	227,562.94	227,562.94	0.00
89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	2024-03-22	20,000,000.00	19,640,777.78	0.00	0.00	0.00	0.00	0.00
TOTAL			36,941,741.60	36,582,519.38	0.00	0.00	227,562.94	227,562.94	0.00

OPERATING



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
3135G04Z3	FANNIE MAE 0.500 06/17/25	2023-01-23	7,500,000.00	6,906,450.00	7,708.33	0.00	9,375.00	0.00	17,083.33
3135G03U5	FANNIE MAE 0.625 04/22/25	2022-08-05	5,000,000.00	4,673,949.80	11,197.92	0.00	7,812.50	15,625.00	3,385.42
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	2021-10-04	5,000,000.00	5,000,000.00	10,208.33	0.00	6,250.00	12,500.00	3,958.33
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	2023-02-02	7,500,000.00	7,472,550.00	23,411.46	0.00	72,656.25	0.00	96,067.71
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	2023-01-19	10,000,000.00	10,031,011.40	128,750.00	0.00	112,500.00	225,000.00	16,250.00
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	2024-04-30	7,500,000.00	7,444,333.73	0.00	27,942.71	29,869.79	0.00	57,812.50
3133ENYX2	FEDERAL FARM CREDIT BANKS FUND- ING CORP 3.25 06/17/2024	2022-07-25	5,000,000.00	4,999,750.00	33,402.78	0.00	40,625.00	0.00	74,027.78
3130AWTQ3	FHLBANKS 4.625 09/11/26	2023-09-25	25,000,000.00	24,759,469.25	664,843.75	0.00	289,062.50	696,961.81	256,944.44
3130AXU63	FHLBANKS 4.625 11/17/26	2023-11-22	8,000,000.00	7,986,936.00	106,888.89	0.00	92,500.00	185,000.00	14,388.89
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	2022-07-14	5,000,000.00	5,000,000.00	26,111.11	0.00	50,000.00	0.00	76,111.11
515327828	JPMorgan Chase Commercial Checking Account	2024-05-31	100,119.59	100,119.59	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2024-05-31	64,820,500.20	64,820,500.20	0.00	0.00	1,228,697.29	1,228,697.29	0.00
TEXSTAR	TexSTAR	2024-05-31	12,349,066.78	12,349,066.78	0.00	0.00	163,634.37	163,634.37	0.00
TXRANGE	Texas Range TexasDAILY Fund	2024-05-31	5,603,611.71	5,603,611.71	0.00	0.00	74,098.44	74,098.44	0.00
91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024	2022-05-16	0.00	0.00	4,409.34	0.00	3,090.66	7,500.00	0.00
912828ZT0	US TREASURY 0.250 05/31/25	2022-06-15	5,000,000.00	4,557,031.25	3,142.08	0.00	3,142.08	6,250.00	34.15
91282CFP1	US TREASURY 4.250 10/15/25	2023-11-22	8,000,000.00	7,905,937.50	128,196.72	0.00	85,464.48	170,000.00	43,661.20
91282CGR6	US TREASURY 4.625 03/15/26	2024-04-29	7,500,000.00	7,446,386.72	0.00	42,416.78	31,105.64	0.00	73,522.42
TOTAL			188,873,298.28	187,057,103.93	1,148,270.71	70,359.49	2,299,884.00	2,785,266.91	733,247.29

STABILIZATION									
06741FKP1	BARCLAYS BNK PLC 10/23/24	2024-04-29	10,000,000.00	9,734,991.67	0.00	0.00	0.00	0.00	0.00
06054NMG3	BOFA SECURITIES 12/16/24	2024-03-22	10,000,000.00	9,614,433.33	0.00	0.00	0.00	0.00	0.00
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	2023-01-17	10,000,000.00	10,032,100.00	53,333.33	0.00	100,000.00	0.00	153,333.33
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	2023-11-22	10,000,000.00	9,989,910.00	146,250.00	0.00	121,875.00	243,750.00	24,375.00
3130AWER7	FHLBANKS 4.625 06/06/25	2023-06-12	8,000,000.00	7,993,360.00	87,361.11	0.00	92,500.00	0.00	179,861.11
3130AWER7	FHLBANKS 4.625 06/06/25	2023-06-12	2,000,000.00	1,998,327.50	21,840.28	0.00	23,125.00	0.00	44,965.28
62479LKX2	MUFG BANK NY 10/31/24	2024-04-30	5,000,000.00	4,863,533.33	0.00	0.00	0.00	0.00	0.00

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Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
TEXPOOL	TexPool	2024-05-31	30,139,803.76	30,139,803.76	0.00	0.00	464,547.57	464,547.57	0.00
TOTAL			85,139,803.76	84,366,459.59	308,784.72	0.00	802,047.57	708,297.57	402,534.72
GRAND TOTAL			465,404,902.97	460,477,424.69	1,698,616.93	78,919.27	4,486,015.65	4,677,083.64	1,586,468.21

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
2020 BOND SERIES											
21687ADF7	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH 0.0 04/15/2024	0.00	4,965,062.50	0.00	04/15/2024	0.00	5.76	0.00	34,937.50	0.00	34,937.50
22533TFJ0	CREDIT AGRIN Y 06/18/24	5,000,000.00	4,914,919.44	4,986,730.56	06/18/2024	0.00	5.82	0.00	71,811.11	0.00	71,811.11
4497W0FE3	ING US FUNDING 06/14/24	10,000,000.00	9,835,791.67	9,979,669.44	06/14/2024	0.00	5.83	0.00	143,877.78	0.00	143,877.78
62479LKX2	MUFG BANK NY 10/31/24	5,000,000.00	0.00	4,887,266.66	10/31/2024	0.00	5.49	0.00	23,733.33	0.00	23,733.33
TEXPOOL	TexPool	12,745,218.47	12,604,567.94	12,745,218.47	05/31/2024	5.34	5.32	179,760.67	0.00	0.00	179,760.67
TOTAL		32,745,218.47	32,320,341.55	32,598,885.13		2.09	5.58	179,760.67	274,359.72	0.00	454,120.39
BUILDING											
3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024	0.00	5,000,000.00	0.00	03/12/2024	0.40	0.40	611.11	0.00	0.00	611.11
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	10,000,000.00	10,000,000.00	10,000,000.00	06/28/2024	0.40	0.40	10,000.00	0.00	0.00	10,000.00
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2024	0.50	0.50	6,250.00	0.00	0.00	6,250.00
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	5,000,000.00	5,000,000.00	5,000,000.00	12/20/2024	1.00	1.00	12,500.00	0.00	0.00	12,500.00
3130ARD24	FHLBANKS 2.010 09/30/24 '24	10,000,000.00	9,833,089.96	9,905,182.56	09/30/2024	2.01	5.00	50,250.00	72,092.60	0.00	122,342.60
3130ATUC9	FHLBANKS 4.500 12/12/25	10,000,000.00	10,066,197.77	10,056,842.63	12/12/2025	4.50	4.10	112,500.00	(9,355.14)	0.00	103,144.86
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	5,000,000.00	5,005,906.06	5,004,181.11	01/10/2025	4.50	4.36	56,250.00	(1,724.94)	0.00	54,525.06
62479LK46	MUFG BANK NY 10/04/24	10,000,000.00	9,699,213.89	9,826,736.11	10/04/2024	0.00	5.15	0.00	127,522.22	0.00	127,522.22
912828YE4	US TREASURY 1.250 08/31/24	5,000,000.00	4,970,613.81	4,985,387.20	08/31/2024	1.25	2.47	15,625.00	14,773.38	0.00	30,398.38
91282CED9	US TREASURY 1.750 03/15/25	15,000,000.00	0.00	14,625,084.66	03/15/2025	1.75	5.05	47,078.81	86,217.47	0.00	133,296.27
TEXPOOL	TexPool	15,870,460.95	25,050,271.03	15,870,460.95	05/31/2024	5.34	5.32	257,116.89	0.00	0.00	257,116.89
TEXSTAR	TexSTAR	30,834,379.91	30,425,801.25	30,834,379.91	05/31/2024	5.30	5.31	408,578.66	0.00	0.00	408,578.66
TOTAL		121,704,840.86	120,051,093.77	121,108,255.13		3.13	4.21	976,760.47	289,525.59	0.00	1,266,286.06
DEBT SERVICE											
53948ACB5	Lloyds Bank Corporate Markets plc 0.0 03/11/2024	0.00	7,987,511.11	0.00	03/11/2024	0.00	5.78	0.00	12,488.89	0.00	12,488.89
89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	20,000,000.00	0.00	19,849,854.33	07/22/2024	0.00	5.42	0.00	209,055.55	0.00	209,055.55



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
TEXPOOL	TexPool	16,941,741.60	18,213,187.86	16,941,741.60	05/31/2024	5.34	5.32	227,562.94	0.00	0.00	227,562.94
TOTAL		36,941,741.60	26,200,698.97	36,791,574.93		2.46	5.37	227,562.94	221,544.44	0.00	449,107.38

OPERATING											
3130AWTQ3	FHLBANKS 4.625 09/11/26	25,000,000.00	24,794,476.26	24,814,939.66	09/11/2026	4.63	4.97	289,062.50	20,463.40	0.00	309,525.91
3130AXU63	FHLBANKS 4.625 11/17/26	8,000,000.00	7,988,128.70	7,989,230.78	11/17/2026	4.63	4.68	92,500.00	1,102.08	0.00	93,602.08
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	7,500,000.00	7,482,413.10	7,484,714.65	02/02/2026	3.88	4.01	72,656.25	2,301.56	0.00	74,957.81
3133ENYX2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.25 06/17/2024	5,000,000.00	4,999,960.88	4,999,994.20	06/17/2024	3.25	3.25	40,625.00	33.32	0.00	40,658.32
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	10,000,000.00	10,012,137.82	10,007,875.68	11/18/2024	4.50	4.32	112,500.00	(4,262.13)	0.00	108,237.87
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	7,500,000.00	0.00	7,446,874.84	04/01/2026	4.63	5.03	29,869.79	2,541.11	0.00	32,410.90
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	5,000,000.00	5,000,000.00	5,000,000.00	07/14/2025	4.00	4.00	50,000.00	0.00	0.00	50,000.00
3135G03U5	FANNIE MAE 0.625 04/22/25	5,000,000.00	4,862,586.79	4,892,903.37	04/22/2025	0.63	3.15	7,812.50	30,316.58	0.00	38,129.08
3135G04Z3	FANNIE MAE 0.500 06/17/25	7,500,000.00	7,179,326.38	7,241,698.41	06/17/2025	0.50	3.99	9,375.00	62,372.04	0.00	71,747.04
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	5,000,000.00	5,000,000.00	5,000,000.00	10/04/2024	0.50	0.50	6,250.00	0.00	0.00	6,250.00
515327828	JPMorgan Chase Commercial Checking Account	100,119.59	191,814.07	100,119.59	05/31/2024	0.00	0.00	0.00	0.00	0.00	0.00
78015CDJ8	Royal Bank of Canada New York Branch 0.0 04/18/2024	0.00	9,925,600.00	0.00	04/18/2024	0.00	5.78	0.00	74,400.00	0.00	74,400.00
89233GDK9	Toyota Motor Credit Corporation 0.0 04/19/2024	0.00	4,961,752.78	0.00	04/19/2024	0.00	5.83	0.00	38,247.22	0.00	38,247.22
912828ZT0	US TREASURY 0.250 05/31/25	5,000,000.00	4,813,141.77	4,850,841.24	05/31/2025	0.25	3.42	3,142.08	37,699.47	0.00	40,841.54
91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024	0.00	5,971,899.08	0.00	05/15/2024	0.25	2.61	3,090.66	28,100.92	0.00	31,191.58
91282CFP1	US TREASURY 4.250 10/15/25	8,000,000.00	7,919,510.73	7,931,998.11	10/15/2025	4.25	4.90	85,464.48	12,487.37	0.00	97,951.85
91282CGR6	US TREASURY 4.625 03/15/26	7,500,000.00	0.00	7,448,969.55	03/15/2026	4.63	5.03	31,105.64	2,582.83	0.00	33,688.47
TEXPOOL	TexPool	64,820,500.20	94,217,250.47	64,820,500.20	05/31/2024	5.34	5.32	1,228,697.29	0.00	0.00	1,228,697.29
TEXSTAR	TexSTAR	12,349,066.78	12,185,432.41	12,349,066.78	05/31/2024	5.30	5.31	163,634.37	0.00	0.00	163,634.37
TXRANGE	Texas Range TexasDAILY Fund	5,603,611.71	5,529,513.27	5,603,611.71	05/31/2024	5.04	5.30	74,098.44	0.00	0.00	74,098.44
TOTAL		188,873,298.28	223,034,944.49	187,983,338.78		4.34	4.72	2,299,884.00	308,385.78	0.00	2,608,269.78



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
STABILIZATION											
06054NMG3	BOFA SECURITIES 12/16/24	10,000,000.00	0.00	9,716,200.00	12/16/2024	0.00	5.33	0.00	101,766.67	0.00	101,766.67
06741FKP1	BARCLAYS BNK PLC 10/23/24	10,000,000.00	0.00	9,784,400.00	10/23/2024	0.00	5.54	0.00	49,408.33	0.00	49,408.33
21687ADF7	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH 0.0 04/15/2024	0.00	4,965,062.50	0.00	04/15/2024	0.00	5.76	0.00	34,937.50	0.00	34,937.50
3130AWER7	FHLBANKS 4.625 06/06/25	8,000,000.00	7,995,761.14	7,996,605.24	06/06/2025	4.63	4.67	92,500.00	844.10	0.00	93,344.10
3130AWER7	FHLBANKS 4.625 06/06/25	2,000,000.00	1,998,932.30	1,999,144.92	06/06/2025	4.63	4.67	23,125.00	212.62	0.00	23,337.62
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	10,000,000.00	10,020,074.09	10,017,370.11	01/13/2026	4.00	3.89	100,000.00	(2,703.98)	0.00	97,296.02
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	10,000,000.00	9,991,302.45	9,992,588.91	11/13/2025	4.88	4.93	121,875.00	1,286.45	0.00	123,161.45
62479LD85	MUFG Bank, Ltd., New York Branch 0.0 04/08/2024	0.00	9,940,783.34	0.00	04/08/2024	0.00	5.81	0.00	59,216.66	0.00	59,216.66
62479LKX2	MUFG BANK NY 10/31/24	5,000,000.00	0.00	4,887,266.66	10/31/2024	0.00	5.49	0.00	23,733.33	0.00	23,733.33
TEXPOOL	TexPool	30,139,803.76	38,644,464.52	30,139,803.76	05/31/2024	5.34	5.32	464,547.57	0.00	0.00	464,547.57
TOTAL		85,139,803.76	83,556,380.34	84,533,379.60		3.50	5.06	802,047.57	268,701.69	0.00	1,070,749.26
GRAND TOTAL		465,404,902.97	485,163,459.12	463,015,433.58		3.56	4.76	4,486,015.65	1,362,517.22	0.00	5,848,532.87

Projected Cashflows

For the Period June 01, 2024 to November 30, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
OCT 2024				
62479LXX2	MUFG BANK NY 10/31/24	10/31/2024	Final Maturity	10,000,000.00
OCT 2024 TOTAL				10,000,000.00
TOTAL				10,000,000.00
2020 BOND SERIES				
JUN 2024				
4497W0FE3	ING (U.S.) Funding LLC 0.0 06/14/2024	06/14/2024	Maturity	10,000,000.00
22533TFJ0	Credit Agricole Corporate And Investment Bank, New 0.0 06/18/2024	06/18/2024	Maturity	5,000,000.00
JUN 2024 TOTAL				15,000,000.00
2020 BOND SERIES TOTAL				15,000,000.00
BUILDING				
JUN 2024				
3130ATUC9	FHLBANKS 4.500 12/12/25	06/12/2024	Coupon	225,000.00
3130AQCM3	FHLBANKS 1.000 12/20/24 '24	06/20/2024	Coupon	25,000.00
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	06/28/2024	Coupon	20,000.00
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024	06/28/2024	Maturity	10,000,000.00
JUN 2024 TOTAL				10,270,000.00
JUL 2024				
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25	07/10/2024	Coupon	112,500.00
JUL 2024 TOTAL				112,500.00
AUG 2024				
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	08/28/2024	Final Maturity	5,000,000.00

Projected Cashflows

For the Period June 01, 2024 to November 30, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
3130ANNS5	FHLBANKS 0.500 08/28/24 '24	08/28/2024	Coupon	12,500.00
AUG 2024 TOTAL				5,012,500.00
SEP 2024				
912828YE4	US TREASURY 1.250 08/31/24	09/03/2024	Final Maturity	5,000,000.00
912828YE4	US TREASURY 1.250 08/31/24	09/03/2024	Coupon	31,250.00
91282CED9	US TREASURY 1.750 03/15/25	09/16/2024	Coupon	131,250.00
3130ARD24	FHLBANKS 2.010 09/30/24 '24	09/30/2024	Final Maturity	10,000,000.00
3130ARD24	FHLBANKS 2.010 09/30/24 '24	09/30/2024	Coupon	100,500.00
SEP 2024 TOTAL				15,263,000.00
OCT 2024				
62479LK46	MUFG BANK NY 10/04/24	10/04/2024	Final Maturity	10,000,000.00
OCT 2024 TOTAL				10,000,000.00
BUILDING TOTAL				40,658,000.00
DEBT SERVICE				
JUL 2024				
89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024	07/22/2024	Maturity	20,000,000.00
JUL 2024 TOTAL				20,000,000.00
DEBT SERVICE TOTAL				20,000,000.00
OPERATING				
JUN 2024				
3130AWER7	FHLBANKS 4.625 06/06/25	06/06/2024	Coupon	231,250.00
3133ENYX2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.25 06/17/2024	06/17/2024	Maturity	5,000,000.00
3135G04Z3	FANNIE MAE 0.500 06/17/25	06/17/2024	Coupon	18,750.00

Projected Cashflows

For the Period June 01, 2024 to November 30, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
3133ENYX2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.25 06/17/2024	06/17/2024	Coupon	81,250.00
JUN 2024 TOTAL				5,331,250.00
JUL 2024				
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN	07/15/2024	Coupon	100,000.00
JUL 2024 TOTAL				100,000.00
AUG 2024				
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26	08/02/2024	Coupon	145,312.50
AUG 2024 TOTAL				145,312.50
SEP 2024				
3130AWTQ3	FHLBANKS 4.625 09/11/26	09/11/2024	Coupon	578,125.00
91282CGR6	US TREASURY 4.625 03/15/26	09/16/2024	Coupon	173,437.50
SEP 2024 TOTAL				751,562.50
OCT 2024				
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26	10/01/2024	Coupon	173,437.50
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	10/04/2024	Final Maturity	5,000,000.00
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN	10/04/2024	Coupon	12,500.00
91282CFP1	US TREASURY 4.250 10/15/25	10/15/2024	Coupon	170,000.00
3135G03U5	FANNIE MAE 0.625 04/22/25	10/22/2024	Coupon	15,625.00
OCT 2024 TOTAL				5,371,562.50
NOV 2024				
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	11/18/2024	Final Maturity	10,000,000.00
3130AXU63	FHLBANKS 4.625 11/17/26	11/18/2024	Coupon	185,000.00
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24	11/18/2024	Coupon	225,000.00
NOV 2024 TOTAL				10,410,000.00
OPERATING TOTAL				22,109,687.50

Projected Cashflows

For the Period June 01, 2024 to November 30, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
STABILIZATION				
JUL 2024				
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26	07/15/2024	Coupon	200,000.00
JUL 2024 TOTAL				200,000.00
OCT 2024				
06741FKP1	BARCLAYS BNK PLC 10/23/24	10/23/2024	Final Maturity	10,000,000.00
OCT 2024 TOTAL				10,000,000.00
NOV 2024				
3133EPC37	FED FARM CR BNKS 4.875 11/13/25	11/13/2024	Coupon	243,750.00
NOV 2024 TOTAL				243,750.00
STABILIZATION TOTAL				10,443,750.00
GRAND TOTAL				118,211,437.50



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
2020 BOND SERIES									
21687ADF7	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH 0.0 04/15/2024 0.00	5.76	09/25/2023 04/15/2024	0.00 0.00	4,965,062.50 4,965,062.50	0.00	(5,000,000.00)	(4,965,062.50) (4,965,062.50)	0.00 0.00
TEXPOOL	TexPool 12,745,218.47	5.32	05/31/2024	179,760.67 179,760.67	12,604,567.94 12,604,567.94	149,126.49	(8,475.96)	140,650.53 140,650.53	12,745,218.47 12,745,218.47
4497W0FE3	ING US FUNDING 06/14/24 10,000,000.00	5.83	09/26/2023 06/14/2024	0.00 0.00	9,835,791.67 9,835,791.67	0.00	0.00	143,877.78 143,877.78	9,979,669.44 9,979,669.44
22533TFJ0	CREDIT AGRIN Y 06/18/24 5,000,000.00	5.82	09/26/2023 06/18/2024	0.00 0.00	4,914,919.44 4,914,919.44	0.00	0.00	71,811.11 71,811.11	4,986,730.56 4,986,730.56
62479LKX2	MUFG BANK NY 10/31/24 5,000,000.00	5.49	04/30/2024 10/31/2024	0.00 0.00	0.00 0.00	4,863,533.33	0.00	4,887,266.66 4,887,266.66	4,887,266.66 4,887,266.66
TOTAL		5.58		179,760.67 179,760.67	32,320,341.55 32,320,341.55	5,012,659.82	(5,008,475.96)	278,543.58 278,543.58	32,598,885.13 32,598,885.13

BUILDING									
3130ALJ70	FEDERAL HOME LOAN BANKS 0.4 03/12/2024 0.00	0.40	02/25/2021 03/12/2024	611.11 10,000.00	5,000,000.00 4,992,300.00	0.00	(5,000,000.00)	(5,000,000.00) (4,992,300.00)	0.00 0.00
TEXSTAR	TexSTAR 30,834,379.91	5.31	05/31/2024	408,578.66 408,578.66	30,425,801.25 30,425,801.25	408,578.66	0.00	408,578.66 408,578.66	30,834,379.91 30,834,379.91
TEXPOOL	TexPool 15,870,460.95	5.32	05/31/2024	257,116.89 257,116.89	25,050,271.03 25,050,271.03	240,541.59	(9,420,351.67)	(9,179,810.08) (9,179,810.08)	15,870,460.95 15,870,460.95
3130AMT85	FEDERAL HOME LOAN BANKS 0.4 06/28/2024 10,000,000.00	0.40	06/03/2021 06/28/2024	10,000.00 0.00	10,000,000.00 9,825,800.00	0.00	0.00	0.00 140,400.00	10,000,000.00 9,966,200.00
3130ANNS5	FHLBANKS 0.500 08/28/24 '24 5,000,000.00	0.50	07/10/2021 08/28/2024	6,250.00 0.00	5,000,000.00 4,876,600.00	0.00	0.00	0.00 62,700.00	5,000,000.00 4,939,300.00
912828YE4	US TREASURY 1.250 08/31/24 5,000,000.00	2.47	04/13/2022 08/31/2024	15,625.00 0.00	4,970,613.81 4,901,171.90	0.00	0.00	14,773.38 48,828.10	4,985,387.20 4,950,000.00
3130ARD24	FHLBANKS 2.010 09/30/24 '24 10,000,000.00	5.00	05/22/2023 09/30/2024	50,250.00 100,500.00	9,833,089.96 9,799,300.00	0.00	0.00	72,092.60 83,800.00	9,905,182.56 9,883,100.00
62479LK46	MUFG BANK NY 10/04/24 10,000,000.00	5.15	01/18/2024 10/04/2024	0.00 0.00	9,699,213.89 9,699,213.89	0.00	0.00	127,522.22 127,522.22	9,826,736.11 9,826,736.11
3130AQCM3	FHLBANKS 1.000 12/20/24 '24 5,000,000.00	1.00	12/10/2021 12/20/2024	12,500.00 0.00	5,000,000.00 4,829,200.00	0.00	0.00	0.00 49,400.00	5,000,000.00 4,878,600.00
3133EN5Q9	FED FARM CR BNKS 4.500 01/10/25 5,000,000.00	4.36	01/09/2023 01/10/2025	56,250.00 0.00	5,005,906.06 4,971,000.00	0.00	0.00	(1,724.94) 1,450.00	5,004,181.11 4,972,450.00
91282CED9	US TREASURY 1.750 03/15/25 15,000,000.00	5.05	03/27/2024 03/15/2025	47,000.00 0.00	0.00 0.00	14,538,867.19	0.00	14,625,084.66 14,600,976.60	14,625,084.66 14,600,976.60



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
3130ATUC9	FHLBANKS 4.500 12/12/25 10,000,000.00	4.10	01/06/2023 12/12/2025	112,500.00 0.00	10,066,197.77 9,950,300.00	0.00	0.00	(9,355.14) (43,000.00)	10,056,842.63 9,907,300.00
TOTAL		4.21		976,760.47 776,195.55	120,051,093.77 119,320,958.07	15,187,987.44	(14,420,351.67)	1,057,161.36 1,308,545.50	121,108,255.13 120,629,503.57

DEBT SERVICE

53948ACB5	Lloyds Bank Corporate Markets plc 0.0 03/11/2024 0.00	5.78	09/25/2023 03/11/2024	0.00 0.00	7,987,511.11 7,987,511.11	0.00	(8,000,000.00)	(7,987,511.11) (7,987,511.11)	0.00 0.00
TEXPOOL	TexPool 16,941,741.60	5.32	05/31/2024	227,562.94 227,562.94	18,213,187.86 18,213,187.86	4,935,612.68	(6,207,058.94)	(1,271,446.26) (1,271,446.26)	16,941,741.60 16,941,741.60
89119AGN2	The Toronto-Dominion Bank 0.0 07/22/2024 20,000,000.00	5.42	03/22/2024 07/22/2024	0.00 0.00	0.00 0.00	19,640,777.78	0.00	19,849,833.33 19,849,833.33	19,849,833.33 19,849,833.33
TOTAL		5.37		227,562.94 227,562.94	26,200,698.97 26,200,698.97	24,576,390.46	(14,207,058.94)	10,590,875.96 10,590,875.96	36,791,574.93 36,791,574.93

OPERATING

78015CDJ8	Royal Bank of Canada New York Branch 0.0 04/18/2024 0.00	5.78	07/18/2023 04/18/2024	0.00 0.00	9,925,600.00 9,925,600.00	0.00	(10,000,000.00)	(9,925,600.00) (9,925,600.00)	0.00 0.00
89233GDK9	Toyota Motor Credit Corporation 0.0 04/19/2024 0.00	5.83	07/24/2023 04/19/2024	0.00 0.00	4,961,752.78 4,961,752.78	0.00	(5,000,000.00)	(4,961,752.78) (4,961,752.78)	0.00 0.00
91282CCC3	UNITED STATES TREASURY 0.25 05/15/2024 0.00	2.61	05/12/2022 05/15/2024	3,090.66 7,500.00	5,971,899.08 5,937,187.50	0.00	(6,000,000.00)	(5,971,899.08) (5,937,187.50)	0.00 0.00
TXRANGE	Texas Range TexasDAILY Fund 5,603,611.71	5.30	05/31/2024	74,098.44 74,098.44	5,529,513.27 5,529,513.27	74,098.44	0.00	74,098.44 74,098.44	5,603,611.71 5,603,611.71
TEXPOOL	TexPool 64,820,500.20	5.32	05/31/2024	1,228,697.29 1,228,697.29	94,217,250.47 94,217,250.47	0.00	(29,396,750.27)	(29,396,750.27) (29,396,750.27)	64,820,500.20 64,820,500.20
515327828	JPMorgan Chase Commercial Checking Account 100,119.59	0.00	05/31/2024	0.00 0.00	191,814.07 191,814.07	878,197.35	(969,891.83)	(91,694.48) (91,694.48)	100,119.59 100,119.59
TEXSTAR	TexSTAR 12,349,066.78	5.31	05/31/2024	163,634.37 163,634.37	12,185,432.41 12,185,432.41	163,634.37	0.00	163,634.37 163,634.37	12,349,066.78 12,349,066.78
3133ENYX2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.25 06/17/2024 5,000,000.00	3.25	07/21/2022 06/17/2024	40,625.00 0.00	4,999,960.88 4,968,200.00	0.00	0.00	33.32 27,700.00	4,999,994.20 4,995,900.00



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
31422XMV1	FARMER MAC 0.500 10/04/24 '24 MTN 5,000,000.00	0.50	09/14/2021 10/04/2024	6,250.00 12,500.00	5,000,000.00 4,854,000.00	0.00	0.00	0.00 61,150.00	5,000,000.00 4,915,150.00
3133ENZ94	FED FARM CR BNKS 4.500 11/18/24 10,000,000.00	4.32	01/17/2023 11/18/2024	112,500.00 225,000.00	10,012,137.82 9,948,500.00	0.00	0.00	(4,262.13) 9,400.00	10,007,875.68 9,957,900.00
3135G03U5	FANNIE MAE 0.625 04/22/25 5,000,000.00	3.15	08/03/2022 04/22/2025	7,812.50 15,625.00	4,862,586.79 4,762,050.00	0.00	0.00	30,316.58 38,850.00	4,892,903.37 4,800,900.00
912828ZT0	US TREASURY 0.250 05/31/25 5,000,000.00	3.42	05/13/2022 05/31/2025	3,142.08 6,250.00	4,813,141.77 4,719,140.65	0.00	0.00	37,699.47 43,359.35	4,850,841.24 4,762,500.00
3135G04Z3	FANNIE MAE 0.500 06/17/25 7,500,000.00	3.99	01/19/2023 06/17/2025	9,375.00 0.00	7,179,326.38 7,097,100.00	0.00	0.00	62,372.04 55,275.00	7,241,698.41 7,152,375.00
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '24 MTN 5,000,000.00	4.00	06/14/2022 07/14/2025	50,000.00 0.00	5,000,000.00 4,927,000.00	0.00	0.00	0.00 2,100.00	5,000,000.00 4,929,100.00
91282CFP1	US TREASURY 4.250 10/15/25 8,000,000.00	4.90	11/22/2023 10/15/2025	85,464.48 170,000.00	7,919,510.73 7,935,312.48	0.00	0.00	12,487.37 (21,250.00)	7,931,998.11 7,914,062.48
3133EN7J3	FED FARM CR BNKS 3.875 02/02/26 7,500,000.00	4.01	01/27/2023 02/02/2026	72,656.25 0.00	7,482,413.10 7,377,900.00	0.00	0.00	2,301.56 (19,875.00)	7,484,714.65 7,358,025.00
91282CGR6	US TREASURY 4.625 03/15/26 7,500,000.00	5.03	04/29/2024 03/15/2026	31,105.64 0.00	0.00 0.00	7,446,386.72	0.00	7,448,969.55 7,460,742.23	7,448,969.55 7,460,742.23
3133EP7C3	FED FARM CR BNKS 4.625 04/01/26 7,500,000.00	5.03	04/30/2024 04/01/2026	29,869.79 0.00	0.00 0.00	7,444,333.73	0.00	7,446,874.84 7,457,025.00	7,446,874.84 7,457,025.00
3130AWTQ3	FHLBANKS 4.625 09/11/26 25,000,000.00	4.97	09/25/2023 09/11/2026	289,062.50 696,961.81	24,794,476.26 24,996,750.00	0.00	0.00	20,463.40 (152,500.00)	24,814,939.66 24,844,250.00
3130AXU63	FHLBANKS 4.625 11/17/26 8,000,000.00	4.68	11/22/2023 11/17/2026	92,500.00 185,000.00	7,988,128.70 8,035,280.00	0.00	0.00	1,102.08 (73,200.00)	7,989,230.78 7,962,080.00
TOTAL		4.72		2,299,884.00 2,785,266.91	223,034,944.49 222,569,783.63	16,006,650.61	(51,366,642.10)	(35,051,605.71) (35,186,475.64)	187,983,338.78 187,383,307.99

STABILIZATION									
62479LD85	MUFG Bank, Ltd., New York Branch 0.0 04/08/2024 0.00	5.81	07/18/2023 04/08/2024	0.00 0.00	9,940,783.34 9,940,783.33	0.00	(10,000,000.00)	(9,940,783.34) (9,940,783.33)	0.00 0.00
21687ADF7	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH 0.0 04/15/2024 0.00	5.76	09/25/2023 04/15/2024	0.00 0.00	4,965,062.50 4,965,062.50	0.00	(5,000,000.00)	(4,965,062.50) (4,965,062.50)	0.00 0.00
TEXPOOL	TexPool 30,139,803.76	5.32	05/31/2024	464,547.57 464,547.57	38,644,464.52 38,644,464.52	949,322.57	(9,453,983.33)	(8,504,660.76) (8,504,660.76)	30,139,803.76 30,139,803.76
06741FKP1	BARCLAYS BNK PLC 10/23/24 10,000,000.00	5.54	04/29/2024 10/23/2024	350 0.00	0.00 0.00	9,734,991.67	0.00	9,784,400.00 9,784,400.00	9,784,400.00 9,784,400.00



Change in Value

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62479LKX2	MUFG BANK NY 10/31/24 5,000,000.00	5.49	04/30/2024 10/31/2024	0.00 0.00	0.00 0.00	4,863,533.33	0.00	4,887,266.66 4,887,266.66	4,887,266.66 4,887,266.66
06054NMG3	BOFA SECURITIES 12/16/24 10,000,000.00	5.33	03/22/2024 12/16/2024	0.00 0.00	0.00 0.00	9,614,433.33	0.00	9,716,200.00 9,716,200.00	9,716,200.00 9,716,200.00
3130AWER7	FHLBANKS 4.625 06/06/25 2,000,000.00	4.67	06/12/2023 06/06/2025	23,125.00 0.00	1,998,932.30 1,994,300.00	0.00	0.00	212.62 (5,880.00)	1,999,144.92 1,988,420.00
3130AWER7	FHLBANKS 4.625 06/06/25 8,000,000.00	4.67	06/12/2023 06/06/2025	92,500.00 0.00	7,995,761.14 7,977,200.00	0.00	0.00	844.10 (23,520.00)	7,996,605.24 7,953,680.00
3133EPC37	FED FARM CR BNKS 4.875 11/13/25 10,000,000.00	4.93	11/22/2023 11/13/2025	121,875.00 243,750.00	9,991,302.45 10,009,100.00	0.00	0.00	1,286.45 (44,100.00)	9,992,588.91 9,965,000.00
3133EN6A3	FED FARM CR BNKS 4.000 01/13/26 10,000,000.00	3.89	01/12/2023 01/13/2026	100,000.00 0.00	10,020,074.09 9,865,900.00	0.00	0.00	(2,703.98) (33,500.00)	10,017,370.11 9,832,400.00
TOTAL		5.06		802,047.57 708,297.57	83,556,380.34 83,396,810.35	25,162,280.90	(24,453,983.33)	976,999.26 870,360.07	84,533,379.60 84,267,170.42
GRAND TOTAL		4.76		4,486,015.65 4,677,083.64	485,163,459.12 483,808,592.57	85,945,969.23	(109,456,512.00)	(22,148,025.55) (22,138,150.52)	463,015,433.58 461,670,442.05

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Collin College

July 2024 Monthly Report

2023-2030 Master Plan Phase I
Collin County Community College District

Project Number: 60726232

August 12, 2024

Quality Information

Prepared by	Reviewed by	Approved By
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Nuria Cortes Program Controls Manager	Melissa Perette Project Campus Manager	Tim Smith Program Director

Revision History

Revision	Revision date	Details	Authorized	Name	Position
First Publication	August 12, 2024	July '24 Report	Yes	Tim Smith	Program Director

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1. Introduction

Collin College approved 4 projects that make up the program, which will be managed by a third-party program management firm. The total budget for the 3 projects comprising this program is \$142,161,995.60 plus an additional \$2,000,000 grant for the Health Sciences Program at the Plano Campus. The revised budget is \$144,161,955.60.

On February 27, 2024, the Board of Trustees granted the District President authority to enter into and negotiate a contract with AECOM Technical Services, Inc. (AECOM) to provide Program Management Services for the Collin College 2023 Master Plan Program. On May 3, 2024, Collin College and AECOM executed the Collin contract for program management services. As part of these services, AECOM will deliver a monthly report to provide status and progress of key aspects of the Program.

2. Executive Summary

Completed and Pending Items

- Plano Campus – Design meeting continue. DD Drawings received and Skanska is currently pricing
- Courtyard Center – Conceptual Design refinement based on programming meetings held with College
- CHEC – Conceptual Design refinement based on programming meetings held with College
- Health Sciences Building – Programming/Conceptual Design on track to be complete by 8/15/24 and team tracking to obtain Collin College signoff the week of 8/12/24

Items of close attention

- No items of close attention at this time.

Budget Summary

- \$13,225,471.00 of the \$144,161,995 has been committed to-date in the form of contracts with various vendors.
- \$1,389,250.00 of the \$13,225,471.00 committed amount has been expended to-date.

3. Scope

3.1 Phase 1

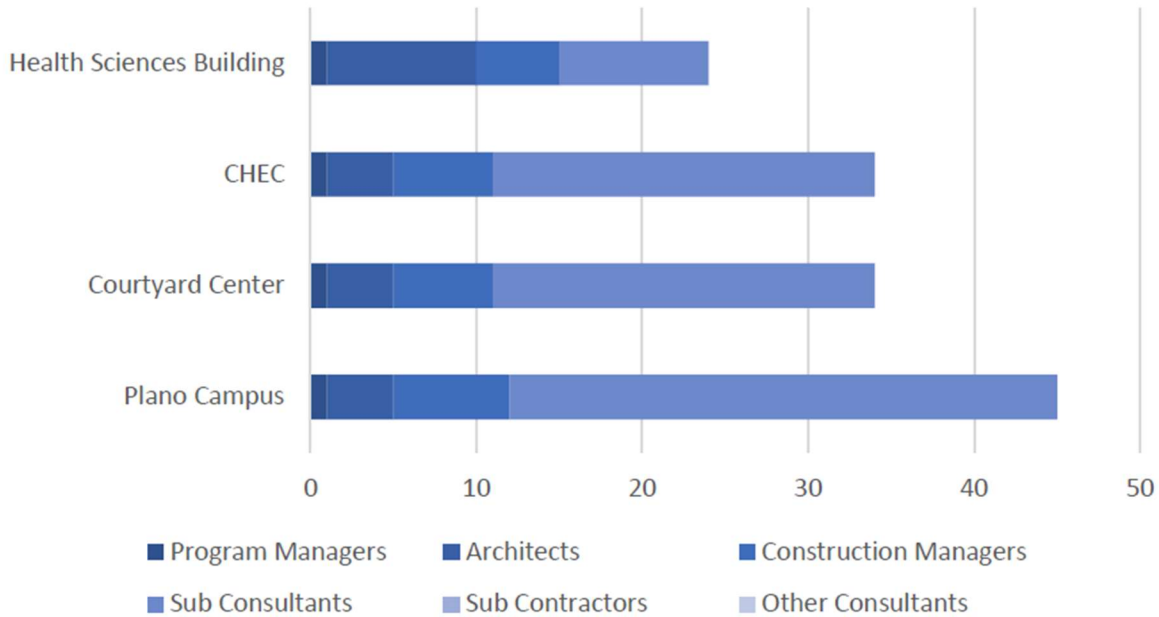
- Plano Campus
 - Renovations the Plano Campus
 - The Renovation includes:
 - Roof replacement
 - Expanding Science Labs
 - Renovation and expanding Health Sciences.
 - Renovation in various other areas
- Courtyard Center
 - Renovations of the Courtyard Center
 - The Renovation includes:
 - New Cosmetology space
 - Relocate and expand Esthetician space
 - New Medical message space
 - Remodel 4th floor for Information Technology and Police
- CHEC
 - Renovations Collin Higher Education Center
 - Renovations of selected spaces on 1st, 2nd, 3rd and 4th floor.
- Health Sciences Building
 - Construction of new Health Sciences Building, location to be determined.
 - The building will be:
 - 3 stories totaling 90,000 square feet
 - 60,000 square feet to be finished out, 30,000 square feet to remain shell
 - Programs to be accommodated will include:
 - Patient Care Tech
 - Nursing
 - Radiology
 - Radiologic Technologist
 - Diagnostic Sonography (program move from McKinney)
 - Endoscopy Technician
 - Cath Lab Technician
 - Nuclear Med Technologist

4. Community

4.1 Phase 1

- Plano Campus
 - Program Manager: AECOM Technical Services, Inc.
 - A/E: IN2 Architecture
 - MEP: RWB
 - Structural Engineer: Dunaway
 - Civil Engineer: RLK Engineering
 - Cost Consulting: Vermeulens
 - Construction Manager-at-Risk: Skanska USA Building, Inc.
 - Commissioning Agent: TBD
- Courtyard Center
 - Program Manager: AECOM Technical Services, Inc.
 - A/E: IN2 Architecture
 - MEP: RWB
 - Cost Consulting: Vermeulens
 - Construction Manager-at-Risk: Skanska USA Building, Inc.
 - Commissioning Agent: TBD
- CHEC
 - Program Manager: AECOM Technical Services, Inc.
 - A/E: IN2 Architecture
 - MEP: RWB
 - Cost Consulting: Vermeulens
 - Construction Manager-at-Risk: Skanska USA Building, Inc.
 - Commissioning Agent: TBD
- Health Sciences Building
 - Program Manager: AECOM Technical Services, Inc.
 - A/E: PBK Architects
 - MEP: RWB
 - Civil Engineer: RLK Engineering
 - Structural Engineer: JQ Structural
 - Construction Manager-at-Risk: McCarthy Building Companies, Inc.
 - Commissioning: TBD

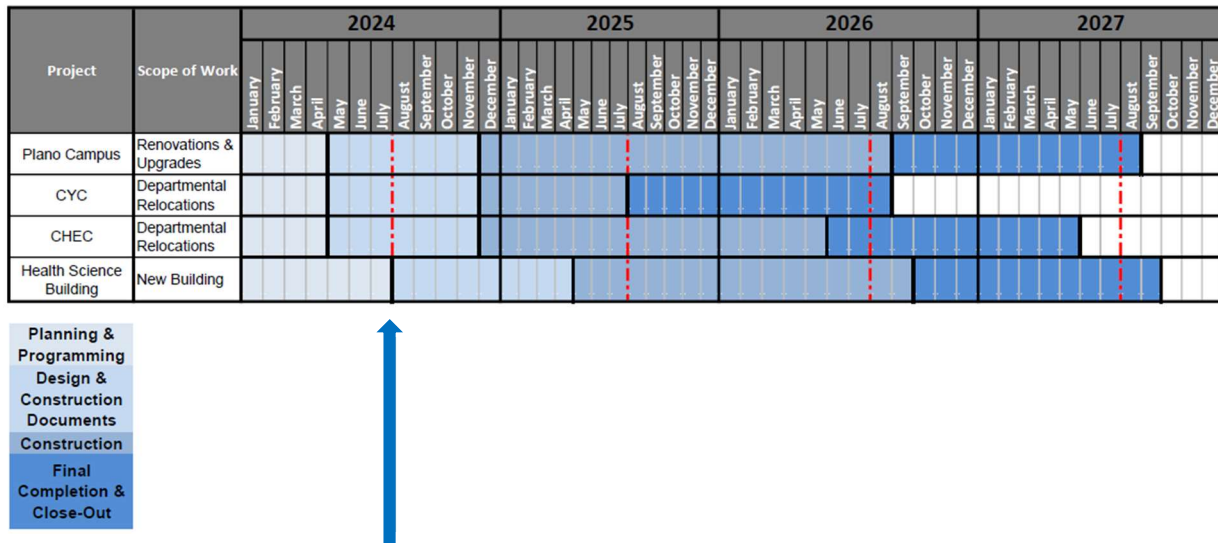
4.2 Current Personnel Estimate



It is estimated that the Program Managers, Architects, Construction Managers, Sub-Consultants, and Sub-Contractors, under contract with Collin College for the 2023 Master Plan Programs, have 137 employees contributing to the program's progress.

5. Schedule

5.1 Program



5.2 Phase 1

Plano Campus

Activity	Baseline Finish	Planned Finish		Actual Finish	
BOT Approval of Recommended A/E	January 26, 2024	January 26, 2024	↑	January 26, 2024	✓
BOT Approval of Construction Delivery Method	January 26, 2024	January 26, 2024	↑	January 26, 2024	✓
BOT Approval of Program Manager	February 27, 2024	February 27, 2024	↑	February 27, 2024	✓
BOT Approval of Recommended CMAR	March 26, 2024	March 26, 2024	↑	March 26, 2024	✓
Architect Mobilized	April 19, 2024	April 19, 2024	↑	April 19, 2024	✓
GMP 1 Construction Documents Submittal	July 26, 2024	August 2, 2024	↑		
BOT Approval of GMP 1	September 24, 2024	September 24, 2024	↑		
GMP 2 Construction Documents Submittal	October 21, 2024	September 19, 2024	↑		
BOT Approval of GMP 2	December 10, 2024	December 10, 2024	↑		
Obtain Building Permit	December 13, 2024	December 13, 2024	↑		
Contractor Mobilized	December 20, 2024	December 20, 2024	↑		
Substantial Completion	June 1, 2026	June 1, 2026	↑		
Final Completion	July 21, 2026	July 21, 2026	↑		
Student Occupancy	August 17, 2026	August 17, 2026	↑		

Courtyard Center

Activity	Baseline Finish	Planned Finish		Actual Finish	
BOT Approval of Recommended A/E	January 26, 2024	January 26, 2024	↑	January 26, 2024	✓
BOT Approval of Construction Delivery Method	January 26, 2024	January 26, 2024	↑	January 26, 2024	✓
BOT Approval of Program Manager	February 27, 2024	February 27, 2024	↑	February 27, 2024	✓
BOT Approval of Recommended CMAR	May 26, 2024	May 26, 2024	↑	May 28, 2024	✓
Architect Mobilized	May 17, 2024	May 17, 2024	↑	May 17, 2024	✓
100% CDs Complete	November 1, 2024	October 10, 2024	↑		
GMP Submittal	December 1, 2024	November 22, 2024	↑		
BOT Approval of GMP	December 10, 2024	December 10, 2024	↑		
Obtain Building Permit	December 13, 2024	December 13, 2024	↑		
Contractor Mobilized	December 20, 2024	December 20, 2024	↑		
Substantial Completion	July 15, 2025	July 15, 2025	↑		
Final Completion	August 1, 2025	August 1, 2025	↑		
Student Occupancy	August 26, 2025	August 26, 2025	↑		

CHEC

Activity	Baseline Finish	Planned Finish		Actual Finish	
BOT Approval of A/E Procurement Method	January 26, 2024	January 26, 2024	↑	January 26, 2024	✓
BOT Approval of Recommended A/E	January 26, 2024	January 26, 2024	↑	January 26, 2024	✓
BOT Approval of Construction Delivery Method	January 26, 2024	January 26, 2024	↑	January 26, 2024	✓
BOT Approval of Program Manager	February 27, 2024	February 27, 2024	↑	February 27, 2024	✓
BOT Approval of Recommended CMAR	May 26, 2024	May 26, 2024	↑	May 28, 2024	✓
Architect Mobilized	May 17, 2024	May 17, 2024	↑	May 17, 2024	✓
100% CDs Complete	November 1, 2024	October 10, 2024	↑		
GMP Submittal	December 1, 2024	November 22, 2024	↑		
BOT Approval of GMP	December 10, 2024	December 10, 2024	↑		
Obtain Building Permit	December 20, 2024	December 20, 2024	↑		
Contractor Mobilized	January 6, 2025	January 6, 2025	↑		
Substantial Completion	April 1, 2026	April 1, 2026	↑		
Final Completion	May 1, 2026	May 1, 2026	↑		

Health Sciences Building

Activity	Baseline Finish	Planned Finish		Actual Finish	
BOT Approval of Construction Delivery Method	January 26, 2024	January 26, 2024	↑	January 26, 2024	✓
BOT Approval of Program Manager	February 27, 2024	February 27, 2024	↑	February 27, 2024	✓
BOT Approval of Recommended A/E and CMAR Firms	March 26, 2024	March 26, 2024	↑	March 26, 2024	✓
Architect Mobilized	April 30, 2024	April 30, 2024	↑	April 30, 2024	✓
Programming	July 30, 2024	August 15, 2024	↓		
Schematic Design	September 30, 2024	September 27, 2024	↑		
Site, foundation, and utilities package design complete	December 22, 2024	December 20, 2024	↑		
GMP#1 - Site, foundation, and utilities package	January 15, 2025	January 15, 2025	↑		
BOT Approval of GMP#1	January 2025	January 2025	↑		
Contractor Mobilized	February 2025	February 2025	↑		
Foundations Complete	April 30, 2025	April 30, 2025	↑		
100% Construction Documents	March 28, 2025	March 28, 2025	↑		
GMP#2 - Building shell and finish out	April 18, 2025	April 18, 2025	↑		
BOT Approval of GMP#2	May 2025	May 2025	↑		
Structures Complete	February 28, 2026	February 28, 2026	↑		
Interior Finish-Out Complete	July 15, 2026	July 15, 2026	↑		
Temporary CO	August 7, 2026	August 7, 2026	↑		
Final CO	August 14, 2026	August 14, 2026	↑		
Substantial Completion	July 31, 2026	July 31, 2026	↑		
Final Completion	August 2026	August 2026	↑		
Student Occupancy	August 2026	August 2026	↑		

6 Budget

6.1 Program Summary

Program Wide Budget Summary

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$13,659,217	\$13,659,217	\$13,192,936	\$1,389,250	97%	11%
Investigation, Testing & Verification	\$2,127,939	\$2,127,939	\$32,535	\$0	2%	0%
Construction, Equipment & Furnishings	\$122,791,961	\$122,791,961	\$0	\$0	0%	0%
Misc.	\$361,015	\$361,015	\$0	\$0	0%	0%
Contingency	\$5,221,864	\$5,221,864	\$0	\$0	0%	0%
Total Program Budget	\$144,161,996	\$144,161,996	\$13,225,471	\$1,389,250		

6.2 Phase 1

Plano Campus

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$6,895,542	\$6,895,542	\$6,770,542	\$847,660	98%	13%
Investigation, Testing & Verification	\$1,150,911	\$1,150,911	\$10,740	\$0	1%	0%
* Construction, Equipment & Furnishings	\$62,835,304	\$62,835,304	\$0	\$0	0%	0%
Misc.	\$305,272	\$305,272	\$0	\$0	0%	0%
Contingency	\$2,372,401	\$2,372,401	\$0	\$0	0%	0%
Total Project Budget	\$73,559,430	\$73,559,430	\$6,781,282	\$847,660		

*Budget includes \$2,000,000 grant

CYC and CHEC

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$1,551,448	\$1,551,448	\$1,435,167	\$110,110	93%	8%
Investigation, Testing & Verification	\$200,000	\$200,000	\$0	\$0	0%	0%
Construction, Equipment & Furnishings	\$12,163,595	\$12,163,595	\$0	\$0	0%	0%
Misc.	\$11,092	\$11,092	\$0	\$0	0%	0%
Contingency	\$862,431	\$862,431	\$0	\$0	0%	0%
Total Project Budget	\$14,788,566	\$14,788,566	\$1,435,167	\$110,110		

Health Sciences Building

Budget Group	Original Budget	Current Budget	Commitments	Expenditures	% of Budget Committed	% of Commitment Expended
Management, Design, & Pre-Construction	\$5,212,227	\$5,212,227	\$4,987,227	\$431,480	96%	9%
Investigation, Testing & Verification	\$777,028	\$777,028	\$21,795	\$0	3%	0%
Construction, Equipment & Furnishings	\$47,793,062	\$47,793,062	\$0	\$0	0%	0%
Misc.	\$44,651	\$44,651	\$0	\$0	0%	0%
Contingency	\$1,987,032	\$1,987,032	\$0	\$0	0%	0%
Total Project Budget	\$55,814,000	\$55,814,000	\$5,009,022	\$431,480		

7 Completed Items

7.1 General Program

- Bond Facilities Meeting was held on July 1st, 22nd, and 29th with Collin College and AECOM

7.2 Procurement

- Pre-Construction contract has been executed and PO was issued to Skanska on July 16th for the Plano Campus
- Pre-Construction contract has been executed and PO was issued to Skanska on July 24th for the Courtyard Campus and CHEC

7.3 Design

- 75% Roofing were issued on July 5th for Plano Campus
- Design Development were issued on July 19th for Plano Campus
- Biology Lab detailed review meeting for the Plano Campus was held on July 3rd with Collin College, AECOM, and IN2
- Courtyard Center Design meeting for the Police and Emergency Management was held on July 9th with Collin College, AECOM, and IN2.
- Health Science Building schedule review meeting was held on July 10th with AECOM, PBK, and McCarthy
- Communications Design meeting for the Plano Campus was held on July 11th with Collin College, AECOM, and IN2
- Fine Arts Courtyard meeting for the Plano Campus was held on July 11th with Collin College, AECOM, and IN2
- 75% CD Review Roof Drawings for the Plano Campus was held on July 11th with Collin College, AECOM, IN2, Skanska, Pfluger Architects, and RWB
- Grants, SBDC, and Foundation meeting for the CHEC Renovations was held on July 11th with Collin College, AECOM, and IN2
- Courtyard Center Renovations Design Meeting – SAIL was held on July 15th with Collin College, AECOM, and IN2
- Courtyard Center Renovations Design Meeting – Information Technology was held on July 15th with Collin College, AECOM, IN2, and Skanska
- CHEC Renovations Design Meeting – iCollin was held on July 16th with Collin College, AECOM, and IN2
- Fine Arts Courtyard draft review for the Plano Campus was held on July 19th with Collin College, AECOM, and IN2
- Plano Campus Courtyard Site Tour was held on July 24th with AECOM, Skanska, and Liberty Demolition
- Plano Campus Roof discussion was held on July 24th with Collin College, AECOM, and Skanska
- Commercial Music Discussion meeting was held on July 26th with Collin College, AECOM, RWB, and BAI
- CHEC Renovations Design Meeting – P12 Partnerships was held on July 26th with Collin College, AECOM, and IN2
- CHEC Renovations Design Meeting – Academic Services was held on July 26th with Collin College, AECOM, and IN2
- CHEC Renovations Design Meeting – Communications/Student Services/4th Floor was held on July 26th with Collin College, AECOM, and IN2

- Courtyard Center Renovations – Police meeting was held on July 31st with Collin College, AECOM, and IN2
- CHEC Renovations – Business meeting was held on July 31st with Collin College, AECOM, and IN2
- Plano Campus Finishes and CHEC Renovations 4th Floor Layout meeting was held on July 31st with Collin College, AECOM, and IN2

7.4 Pre-Construction

- No Pre-Construction Items have been completed at this time

7.5 Construction

- No Construction Items have been completed at this time

7.6 Acceptance and Close-Out

- No Acceptance and Close-Out items are pending at this time

8 Pending Items

8.1 General Program

- No General Program items are pending at this time

8.2 Procurement

- GMP for Skanska CMAR services at Plano Campus is pending
- GMP for Skanska CMAR services at CHEC and Courtyard is pending
- Pre-Construction Services Contract for McCarthy for the new Health Science Building is pending

8.3 Design

- 90% Roofing drawings to be issued August 2nd for Plano Campus
- SDs pending for CYC, CHEC, and Health Sciences Building
- PBK is tracking to finalize Programming and Conceptual Design by 8/15/24 for the Health Science Building

8.4 Pre-Construction

- Skanska to begin GMP 1 for the roof at Plano Campus
- Skanska to produce initial ROM for CYC and CHEC
- McCarthy to begin preliminary pricing exercise with the Programming/Conceptual Design deliverable for the Health Science Building

8.5 Construction

- No Construction Items are pending at this time

8.6 Acceptance and Close-Out

- No Acceptance and Close-out Items are pending at this time