

AGENDA

NOTICE OF MEETING

The **Regular Meeting** of the Board of Regents of the Del Mar College District will convene at **1:00 p.m., Tuesday, October 6, 2026**, at the Center for Economic Development, 3209 S. Staples, Room 106, Corpus Christi, Texas.

OPENING PROCEDURES

- Call to Order
- Quorum Call
- Moment of Silence
- Pledge of Allegiance
- DMC Vision Statement: Del Mar College empowers our communities to achieve their dreams.

Del Mar College is streaming live audio and video from the official Board of Regents meetings on the College's website in real-time, with the exception of portions of the meeting considered as "closed session" by statute.

GENERAL PUBLIC COMMENTS (Non-Agenda Items) – 3-minute time limit

- Specific Public Comments will be allowed on agenda items prior to action by the Board.
- General Public Comments may be moved on the agenda at the discretion of the Board Chair and as an accommodation to those in attendance.
- Pursuant to the Texas Open Meetings Act, the College is limited in responding to public comments or inquiries as follows:
 1. Provide a statement of specific factual information in response to an inquiry.
 2. Recite existing policy in response to an inquiry.
 3. Propose placing the subject of the inquiry on the agenda for a subsequent meeting.

(Tex. Govt. Code Section § 551.042)

SPECIAL RECOGNITION:

- Resolution of the Board of Regents of the Del Mar College District in Honor and Memory of Regent Dr. Roberto Bosquez
Presenter: Ms. Carol Scott

RECOGNITIONS:

- DMC receives five-year \$3 million federal grant to strengthen teaching, learning, and workforce programs. This grant establishes new Center for Educational Advancement and will focus on providing professional development and integrating AI into teaching and learning.
Presenter: Mr. Cody Gregg
(II: Elevate, Goal 1: Increase completion for all students and Goal 2: Maximize resources entrusted to the College)
- DMC award by Texas Veterans Commission – Gold Veterans Education Excellence Recognition Award (VEERA)
Presenter: Ms. Cheryl Sanders
(III: Cultivate, Goal 1: Nurture our faculty and staff to achieve their full potential and Goal 2: Optimize the Viking Student Experience)
- DMC awarded the five-year TRIO Educational Opportunity Center totaling \$1,190,000 beginning October 1, 2026
Presenter: Ms. Cheryl Sanders
(II: Elevate, Goal 1: Increase completion for all students and Goal 2: Maximize resources entrusted to the College)

COLLEGE PRESIDENT’S REPORT

- Leadership Staff Introduction:
Elisa Olsen, Vice President of Communication and Marketing
Edgar Moctezuma, Vice President and Chief Physical Facilities Officer
Dr. Vanessa Peterson, Dean, Dual Enrollment/Early College Programs
(II: Elevate, Goal 1: Increase completion for all students and Goal 2: Maximize resources entrusted to the College)
- CEO Annual Report to the Board – Title IX/SB212
(I: Communicate, Goal 1: Collaborate across the College and Goal 2: Connect beyond the College)
- September 10, 2026: Northwest Leadership Panel
(I: Communicate, Goal 2: Connect beyond the College)
- September 15, 2026: AGIF Dr. Hector P. Garcia Day Luncheon
(I: Communicate, Goal 2: Connect beyond the College)
- September 17-19, 2026: CCATT Annual Conference, Baytown, TX
(I: Communicate, Goal 2: Connect beyond the College)
- March 25, 2027: Noche de Suenos
(I: Communicate, Goal 1: Collaborate across the College and Goal 2: Connect beyond the College)

REGENT REPORT

- September 17-19, 2026: CCATT Annual Conference, Baytown, TX
Chair Scott, Dr. Babbili, and Dr. Turner
(I: Communicate, Goal 2: Connect beyond the College)

STAFF REPORTS

- TIRZ Update
Presenter: Ms. Jessica Alaniz Perez
(*II: Elevate, Goal 1: Increase completion for all students*)
- Annual Safety & Security Report (Clery)
Presenter: Ms. Tammy McDonald
(*I: Communicate, Goal 1: Collaborate beyond the College*)
- Emergency Operations Plan Review & Submission Notice
Presenter: Ms. Tammy McDonald
(*I: Communicate, Goal 1: Collaborate beyond the College*)

PENDING BUSINESS

Status Report on Requested Information

CONSENT AGENDA

ITEMS FOR DISCUSSION AND POSSIBLE ACTION:

1. Approval of Minutes:
Workshop, September 8, 2026
Regular Board Meeting, September 8, 2026
(*I: Communicate, Goal 2: Connect beyond the College*)
2. Discussion and possible action related to Quarterly Investment Report for the period ending August 31, 2026
(*II: Elevate, Goal 2: Maximize resources entrusted to the College*)
3. Discussion and possible action related to the Quarterly Financial Report ending August 31, 2026
(*II: Elevate, Goal 2: Maximize resources entrusted to the College*)

Public comments for consent agenda items

REGULAR AGENDA

4. Discussion and possible action relating to Issuance of up to \$46,000,000 in principal amount of Del Mar College Maintenance Tax Notes, Series 2026
Presenter: Mr. Raul Garcia and Dr. Cathy West
(*II: Elevate, Goal 2 Maximize resources entrusted to the College*)

Public comments for this agenda item

5. CLOSED SESSION pursuant to:
 - a. TEX. GOV'T CODE § 551.071: (Consultation with Legal Counsel), regarding pending or contemplated litigation, or a settlement offer, and the seeking of legal advice from counsel, with possible discussion and action in open session;
 - b. TEX. GOV'T CODE § 551.087: (Deliberation Regarding Economic Development), regarding discussion or deliberation of information received from a business prospect with which the College is conducting economic development negotiations and/or the

deliberation of an offer of a financial or other incentive to a business prospect, with possible discussion and action in open session; and,

- c. TEX. GOV'T CODE § 551.074(a)(1): (Personnel matters), regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, with possible discussion and action in open session.

CALENDAR

Discussion and possible action related to calendaring dates.

ADJOURNMENT

PUBLIC NOTICE: The Board may elect to go into executive session at any time during the meeting in order to discuss matters listed on the agenda, when authorized by the revision of the Open Meetings Act, Chapter 551, of the Texas Government Code.

Special Recognition

RESOLUTION OF THE BOARD OF REGENTS
OF THE DEL MAR COLLEGE DISTRICT
IN HONOR AND MEMORY OF
REGENT DR. ROBERTO BOSQUEZ (1929-2026)

October 6, 2026

WHEREAS, Dr. Roberto Bosquez was first appointed to the Del Mar College Board of Regents to fill a vacant seat in 1981, a position to which he was re-elected through 1988;

WHEREAS, throughout his years of devoted service to Del Mar College, Dr. Bosquez carried out his duties to the Board, the College, and the broader community with exceptional distinction, steadfast dedication, and unquestioned integrity. His visionary leadership and relentless advocacy for greater educational access, particularly in the sciences, helped shape the institution’s growth during that time;

WHEREAS, Dr. Bosquez distinguished himself through his honesty, humility, collegiality, and genuine regard for others, reflecting the highest ideals of community college leadership. As a trusted and respected colleague, he was held in the highest esteem by his fellow Del Mar College Regents;

WHEREAS, Dr. Bosquez consistently exhibited the utmost compassion and concern for the welfare of all members of the Del Mar College community, including staff, faculty, and, most importantly to him, the students of Del Mar College. Through his guidance, encouragement, and unwavering support, he became a trusted advisor, respected mentor, and beloved friend to many students whose lives he touched;

WHEREAS, born of humble roots in Robstown, Texas, Dr. Bosquez graduated from Robstown High School in 1947 and was forever a proud Robstown Cotton Picker. He graduated from the University of Texas College of Pharmacy in 1951 and The University of Texas Medical Branch in Galveston in 1958. Dr. Bosquez completed his medical internship at Corpus Christi Memorial Hospital and established his medical practice in Corpus Christi. He provided medical care to the good people of the Westside Molina neighborhood for 43 years;

WHEREAS, Dr. Bosquez’s extensive and life-long commitment to public service included, in part: Serving in the U.S. Air Force from 1951 to 1954, obtaining the rank of 2nd Lieutenant; Councilman on the Corpus Christi City Council; Member of the Corpus Christi Chamber of Commerce; Member of the First Steering Committee of Leadership Corpus Christi; Board of Governors of the Art Museum of South Texas; Board Director for the Coastal Bend Community Foundation; Member of the Corpus Christi Cathedral, served as Past President of the Nueces County Medical Society, and

WHEREAS, on August 24, 2026, the entire Del Mar College family and the broader Corpus Christi community lost a much beloved and valued community leader and friend, with the sad passing of Dr. Roberto Bosquez;

NOW, THEREFORE, BE IT RESOLVED that the Board of Regents of the Del Mar College District, hereby:

- (1)

recognizes and honors with deepest appreciation their dear colleague and friend, Dr. Roberto Bosquez, for his profound and significant service and contributions to Del Mar College; for his passionate life-time dedication to expanding access to quality higher education for all; and, for his genuine care, concern and compassion for the staff, faculty, and students at Del Mar College; and,
- (2)

together with many, many others, mourns his passing and extends its sincerest condolences to his beloved family.

Carol A. Scott, Chair	Dr. Anantha Babbili
Dr. Nicholas L. Adame, 1st Vice-Chair	Carl Crull
Libby Averyt, 2 nd Vice-Chair	William “Bill” Kelly
Rudy Garza, Jr., Secretary	David Loeb
Dr. Laurie Turner	

College President's Report

Chief Executive Officer Report



TO: Del Mar College Board of Regents
FROM: Mark Escamilla, Ph.D., President & Chief Executive Officer
DATE: October 6, 2026
RE: Chief Executive Officer Reporting Requirements under Tex. Educ. Code § 51.253(c)

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

For the purposes of complying with the Chief Executive Officer's reporting requirements under TEC, Section 51.253(c), the attached summary data report¹ includes all of the required reporting information to the Del Mar College Board of Regents for the time period of September 1, 2025 through August 31, 2026. The summary data report is categorized based on the reporting requirements under TEC, Section 51.253(c). The reports received may be applicable in multiple reporting categories, and therefore, the summary data in the categories may not add up to the totals of other categories.

The summary data report is also posted on the institution's website as per the public reporting requirements under TEC, Section 51.253(c) at: <https://delmar.edu/offices/titleix/reporting.html>

Note: Any additional reports received by the Title IX Coordinator that do not meet the required reporting criteria in the Texas Education Code have been omitted for the compliance purposes of this specific report.

¹ When identifiable, duplicate reports were consolidated and counted as one report in the summary data, and confidential employee reporting is noted as a sub-set to the total number of reports received.

CEO Summary Data Report

September 1, 2025 through August 31, 2026

Texas Education Code, Section 51.252	
Number of reports received under Section 51.252	11
Number of confidential reports ² under Section 51.252	8
Number of investigations conducted under Section 51.252	0
Disposition ³ of any disciplinary processes for reports under Section 51.252:	
a. Concluded, No Finding of Policy Violation	a. 0
b. Concluded, with Employee Disciplinary Sanction	b. 0
c. Concluded, with Student Disciplinary Sanction	c. 0
d. SUBTOTAL	d. 0
Number of reports under Section 51.252 for which the institution determined not to initiate a disciplinary process	11

Texas Education Code, Section 51.255	
Number of reports received that include allegations of an employee's failure to report or who submits a false report to the institution under Section 51.255(a)	0
Any disciplinary action taken, regarding failure to report or false reports to the institution under Section 51.255(c) :	
a. Employee termination	0
b. Institutional intent to termination, in lieu of employee resignation	0

² "Number of confidential reports" is a sub-set of the total number of reports that were received under Section 51.252, by a confidential employee or office (e.g., Counseling Center, Student Health Center, Victim Advocate for Students, or Student Ombuds).

³ "Disposition" means "final result under the institution's disciplinary process" as defined in the Texas Higher Education Coordinating Board's (THECB) rules for TEC, Section 51.259 [See 19 Texas Administrative Code, Section 3.6(3) (2019)]; therefore, pending disciplinary processes will not be listed until the final result is rendered.

Staff Reports

TIRZ Overview

Jessica Alaniz Perez

Associate Vice President of Administration

TIRZ Overview

Jessica Alaniz Perez
Associate Vice President of Administration

October 6, 2026



DEL MAR COLLEGE

Summary of TIRZ for Del Mar College

TIRZ	DESCRIPTION	STATUS
TIRZ 1	Bayfront	Complete
TIRZ 2	Padre Island (Packery Channel)	DMC participation complete
TIRZ 3	Downtown	100% participation expires 2028
TIRZ 4	North Beach	100% (2020-2028) 75% (2029-2038)
TIRZ 5	BoCo (SPID/Crosstown)	Cancelled
TIRZ 6	Barisi Village	Pending. DMC participation 90% for 10 years
TIRZ 7	London Area	City/County only. DMC not participating

TIRZ 3 - Downtown

- Created in 2008 to promote revitalization and economic growth in downtown Corpus Christi. Project plan includes streetscape, downtown living, and project specific development.
- DMC Board Representative: Rudy Garza Jr.
- DMC participation set to expire in 2028
- TIRZ Board Meeting – August 24, 2026
 - Approved TIRZ FY 2027 Proposed Budget
 - Renewal of the Interlocal Cooperation Agreement with Downtown Management District (DMD) for one year to continue management and planning for the redevelopment of downtown area.

TIRZ 4 – North Beach

- Created in 2019 to stimulate and finance public improvements in the North Beach area of Corpus Christi. Project plan includes infrastructure projects, financial incentives for property improvements and residential development.
- DMC Board Representative: David Loeb
- DMC participation approved for 20 years
 - 100% (2020-2028)
 - 75% (2029-2038)
- Recent TIRZ Meeting – August 24, 2026
 - Approved TIRZ FY 2027 Proposed Budget

TIRZ – DMC Board Representative Updates



2026 Annual Security and Safety Report (Clery)

Tammy McDonald
Vice President of Administration and Human Resources
(Emergency Management Coordinator)

2026

Annual Security and Safety Report



Crime Security Awareness, Safety and Prevention

- Jeanne Clery Disclosure of Campus Security Policy
- Campus Crime Statistics 2023-2025
- Safety Programs and Services – including sexual assault and sexual violence
- Drug-Free Schools and Communities Act
- Violence Against Women Act



DEL MAR COLLEGE

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Del Mar College is an Equal Opportunity Employer and Educational Institution

Del Mar College District takes steps to ensure that no person shall be denied the benefits of equal employment or be subjected to discrimination in employment or educational programs and activities of Del Mar College on the basis of race, color, sex, age, national origin, religion, disability, or any other constitutionally or statutorily impermissible reason.

This report and other documents can be found online at delmar.edu

Introduction

Del Mar College District (DMC) prepares the Annual Security and Safety Report (ASR) for 2026 in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) and subsequent amendments specified in the Higher Education Opportunity Act (HEOA) and the reauthorization of the Violence Against Women Act (VAWA).

The ASR is an overall guide for many safety and security policies at DMC and provides information about education and prevention programs which all community members are invited to participate. The ASR also provides crime statistics for the 2023-2025 calendar years for review.

The safety and well-being of our students, staff, faculty, and visitors are of the highest importance and are continually at the forefront of what we do. Del Mar College District consistently works to reduce the risk and potential for crime and other hazardous situations on our campuses. However, despite our best efforts, crimes and hazardous situations still occur. Safety and Security is a shared responsibility, and we expect all DMC community members to contribute. All members of our community are encouraged to act responsibly, work collaboratively, and whenever possible, assist each other promptly, accurately, and effectively to report all unsafe incidents and criminal offenses to DMC Security at (361) 698-1946.

If you have any questions or suggestions regarding this publication, please contact the Chief of Police at (361) 698-2900, Environmental Health and Safety at (361) 698-1641, or the Dean of Student Engagement and Retention at (361) 698-1277.

Del Mar College District Compliance Committee

Tammy McDonald
Vice President of Administration and Human Resources

Cheryl G. Sanders
Associate Vice President for Student Affairs

Rita Hernandez
Dean of Student Engagement and Retention

Lauren White
Chief of Police

J. Chris Tweddle
Director of Environmental Health and Safety

Jessica Alaniz Perez
Associate Vice President of Administration

Augustin Rivera, Jr.
General Counsel

Campus Resources

Contact

Counseling Center

Heritage Campus, Harvin Student Center, Room 233A
Windward Campus, Health Science Building 1, Room 262
Oso Creek Campus, Main Building, Room 212

www.delmar.edu/offices/counsel

(361) 698-1586

Dean of Student Engagement and Retention

Heritage Campus, Harvin Student Center, Room 204

www.delmar.edu/offices/engage

(361) 698-1277

Campus Security Non-Emergency

Heritage Campus, Multi-Service Center Building, Room 133

www.delmar.edu/offices/safety

Emergency

(361) 698-1946

911

Del Mar College Police Department

Heritage Campus, 3002 Ayers St.

<http://www.delmar.edu/offices/police>

(361) 698-2900

Environmental Health and Safety Office

Heritage Campus, Multi-Service Center Building, Room 122

www.delmar.edu/offices/safety

(361) 698-1641

Financial Aid Services

Heritage Campus, Harvin Student Center, Room 263

Windward Campus, Coleman Center, Room 140

Oso Creek Campus, Main Building, Room 107

www.delmar.edu/finaid

(361) 698-1293

Center for Access and Advocacy

Harvin Student Center, Heritage Campus, Room 188

Windward Campus, Health Science Building 1, Room 215

Oso Creek Campus, Main Building, Room 213

www.delmar.edu/disability

(361) 698-1292

Student Leadership and Campus Life

Heritage Campus, Harvin Student Center, Room 105

Windward Campus, Coleman Center Student Hub

Oso Creek Campus, Main Building, Room 227

www.delmar.edu/offices/campus-life

(361) 698-1279

Vice President for Student Affairs

Heritage Campus, Memorial Building Room A129

www.delmar.edu/offices/student-affairs

(361) 698-2250

Veterans Services

Heritage Campus, Harvin Student Center, Room 271

Windward Campus, Emerging Technology Building, Room 107

Oso Creek Campus, Main Building, Room 225

www.delmar.edu/veteran

(361) 698-1250

Title IX Coordinators

Tammy McDonald
Vice President of Administration and Human Resources
Heritage Campus, Memorial Building Room D211
(361) 698-2177
tmcdonal1@delmar.edu

Deputy Title IX Coordinator (*Faculty, Staff, Vendors or Visitors*)

Jerry W. Henry
Associate Vice President of Human Resources
Heritage Campus, Memorial Building Room B113
(361) 698-1088
jhenry12@delmar.edu

Deputy Title IX Coordinator (*Students*)

Rita Hernandez
Dean of Student Engagement and Retention
Heritage Campus, Harvin Student Center, Room 204
(361) 698-1277
rhernandez18@delmar.edu

Student Parent Liaison

Dr. Sara J. Huerta
Assistant Dean of Student Engagement and Retention & Oso Creek Campus Administrator
Oso Creek Campus, Main Building, Room 213
(361) 698-3930
Shuerta21@delmar.edu

Community Resources

City of Corpus Christi Police Department	
Emergency	911
Non-Emergency	(361) 886-2600
Nueces Center for Mental Health & Intellectual Disabilities 24-Hour Crisis Line	1-888-767-4493
Suicide and Crisis Lifeline 24-Hour	Call or Text 988

The Clery Act

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) is a federal mandate requiring all institutions of higher education that participate in the federal student financial aid program to make known crimes occurring on their campus and in the surrounding community. The U.S. Department of Education enforces the Clery Act, and institutions that fail to comply are penalized with hefty fines and may be suspended from participating in federal financial aid programs.

The Clery Act was signed in 1990 and named after student Jeanne Clery, who was raped and murdered in a residence hall at Lehigh University in 1986. Clery's parents lobbied Congress to enact the law so that parents, students and faculty know about crimes on campus.

Compliance with the Clery Act

The Clery Act requires Del Mar College District (DMC) to provide timely warnings of crimes that represent a threat to the safety of students and employees. The campus security policies are made available to the public on the DMC website. The act requires DMC to collect, report, and make the Annual Security and Safety Report available to everyone on campus as well as to the Department of Education.

To be in full compliance, DMC must do the following:

- Publish and distribute the Annual Security and Safety Report to current students, prospective students, and employees by October 1 of each year. The report must include crime statistics for the past three years, campus policies about safety and security measures, campus crime prevention programs, and list procedures to be followed in the investigation of alleged sex offenses.
- Provide students and employees with timely warnings of crimes that represent a threat to their safety.
- DMC Security must keep and make available a crime log of all crimes reported to them in the past 60 days. A copy of the crime log is available for viewing at the DMC Police Department.

In addition to the items above, the Annual Security and Safety Report addresses the Violence Against Women Act (VAWA) amendments to the Clery Act. VAWA expanded the rights afforded to campus survivors of sexual assault, domestic violence, dating violence, and stalking.

The safety and security of all members of the College community are paramount issues of concern.

The pages in the report contain detailed information regarding crime prevention, fire safety, law enforcement authority, crime reporting policies, disciplinary procedures, and other areas of security and safety on campus. This report also contains information about campus crime statistics.

Members of the campus community are encouraged to use this report as a guide for safe practices on and off campus. The report is available at <https://delmar.edu/current-students/student-right-to-know/disclosure.html>. Every member of DMC receives an email that describes the report and provides its website address. For more information or to request a paper copy of this report, contact the Dean of Student Engagement and Retention at (361) 698-1277.

Preparing the Annual Disclosure of Crime Statistics

The College coordinates the collection and reporting of crime statistics as specified in the Jeanne Clery Disclosure of Campus Security Policy and Crime Statistics Act (Clery Act). Each year, the institution notifies all enrolled students and employees, via email, that they can view the report at <https://delmar.edu/current-students/student-right-to-know/disclosure.html>.

Prospective employees and students are notified about the availability and location of the report via the online employee and student application process. This report is prepared in cooperation with DMC security, the office of Environmental Health and Safety, local law enforcement agencies, and the office of Student Affairs. Each entity provides current information about its Safety and Security Educational efforts and programs. DMC does allow individuals to report crimes on a confidential, voluntary basis for inclusion in the annual disclosure of crime statistics.

"Campus Security Authority" (CSA) means an individual with responsibility for campus safety and security. This includes campus security, individuals who are responsible for monitoring buildings or college grounds or with similar security responsibilities who are not part of campus security, individuals or organizations specifically identified to receive reports of criminal offenses and college officials, including all deans, directors, department chairs, student conduct officers, advisors to student organizations and human resources.

Reports of criminal activity given to CSAs and reports of crimes made to local law enforcement agencies are collected and included in the Annual Security and Safety Report as required by the Clery Act.

Campus Security and Crime Awareness

Through teamwork of the College and campus community, DMC consistently strives to be among the safest large community college campuses in Texas. We work to achieve this by developing a partnership with students, administrators, faculty, and staff. With a campus population of more than 12,000 students, DMC campus reflects the communities it serves and is not immune to societal problems.

Preventing or reducing crime in any community is a tough task. Success in crime prevention and safety at DMC depends largely on the education and participation of the campus community. The campus community is provided with information about safety programs and services, but individuals should be advised that they are responsible for their own security and safety.

The College must publish this annual report concerning campus security and crime statistics to comply with the Clery Act. The report includes information on reporting crimes, important college policies, and procedures.

It is the policy of DMC to provide an environment conducive to an educational mission; thus, any conduct that is prohibited by state, federal or local law is subject to discipline under the provisions of policies stated in the *Del Mar College Policy Manual and Student Handbook* as appropriate. The College monitors and reports to law enforcement agencies illegal conduct of students, faculty or staff on College premises or off-campus locations. In addition, College officials may refer any evidence of illegal activities to the proper local, state or federal authorities for review and potential prosecution.

Campus Security and Law Enforcement Authority

The Del Mar College Police Department (DMCPD) oversees the safety and security of the campus community, with responsibilities spanning physical security, facility assessments, and emergency notification and access control systems. DMCPD also partners with Student Services, maintains relationships with local law enforcement agencies, and prepares the College's Annual Safety and Security Report. In addition, the department provides training to help students, faculty, and staff respond effectively in active threat situations.

DMC has a contract with a licensed security company to provide commissioned security guards, who provide services 24 hours a day, 7 days a week.

The Del Mar College Police Department is comprised of officers who are sworn with the full powers of arrest and are mandated to enforce all applicable federal and state laws, as well as local ordinances. In addition, DMC employs off-duty Corpus Christi Police Department (CCPD) officers, trained and certified under the guidelines of the State of Texas, who carry that same full authority to enforce the law while on campus. Reports of offenses occurring on campus are generally investigated by the off-duty CCPD officers and forwarded to DMCPD for any follow-up investigation. DMC also maintains formal and informal liaisons with various local, state, and federal law enforcement agencies in support of campus security and safety efforts.

Accurate and Timely Reporting of Criminal Offenses

DMC community members are encouraged to accurately and promptly report all crimes to DMC Security and local police agencies. Reporting of criminal offenses aids the College in informing the community when necessary and assists in the accurate reporting of crimes statistics. Any alleged criminal actions (including sex offenses) involving DMC students or employees that occur on or off campus can be reported in any of the following ways:

For Emergencies

- Dial 911

For Non-Emergencies

- Call DMC Security at (361) 698-1946
- Request that any campus official assist with reporting the event.
- TTY callers: (800) RELAY TX

Timely Warnings

DMC provides timely warning to the campus community when a crime is reported to have occurred on DMC's property and is considered to represent a serious or continuing threat to students or employees.

The College will distribute timely warning announcements when there appears to be a threat to the safety and security of persons on campus for the following crimes:

- Aggravated assault
- Arson
- Burglary
- Negligent manslaughter
- Motor vehicle theft
- Murder/Non-negligent manslaughter
- Robbery
- Sex offenses
- Domestic violence/ dating violence/ stalking
- Violations of liquor laws, drug law or weapons possession law

- Any crimes where victim was based solely on their race, gender, gender identity, religion, disability, sexual orientation, ethnicity or national origin

Decisions concerning whether to issue a timely warning will be made on a case-by-case basis using the following criteria:

- Nature of the crime
- Danger and continuing danger to the campus
- Risk of compromising law enforcement efforts

Criminal reports are considered on a case-by-case basis, depending on the facts and the information known by campus security. For example, if an assault occurs between two students who have a disagreement, there may be no ongoing threat to other DMC community members, and a timely warning may not be distributed. Cases involving sexual assault are often reported long after the incident occurred, thus there is no ability to distribute a “timely” warning notice to the community. The DMC Chief of Police or designee reviews all reports to determine if there is an on-going threat to the community and if the distribution of a timely warning is warranted. Timely warnings may also be posted for other crime classifications and locations, as deemed necessary. These crimes are normally reported directly to campus security. However, sometimes they are reported to local law enforcement agencies or Campus Security Authorities (CSAs). Campus security has requested CSAs notify campus security about crimes reported to them that may require a timely warning.

Timely warnings are primarily distributed through the College's email system but may also be posted on campus bulletin boards or other appropriate locations and sent to campus and local newspapers.

Timely warning notices are usually written by the Chief of Police or designee and distributed by the College Relations Office. Warnings will contain information about the nature of the threat and allow members of the community to take protective action.

Emergency Response and Evacuation/Closing Procedures on Campus

DMC regularly develops and updates plans and procedures for emergency response and evacuation for the campus community.

Possible emergencies that may occur include, but are not limited to, the following:

- Bomb threat
- Campus violence
- Civil unrest
- Explosion
- Fire (localized building fire or wildfire)
- Gas leak
- Hazardous material spill
- Public health crisis
- Severe weather
- Terrorist incident

Environmental Health and Safety Office (EHSO) is responsible for conducting tests of emergency response and evacuation procedures on an annual basis through a variety of drills and exercises designed to assess and evaluate emergency plans and capabilities. Emergency notification systems are tested at least once annually. Exercises may include tabletop, functional, full-scale or any combination thereof. Tests may be announced or unannounced in advance to the campus community. Each test is documented, including a description of the test, the date and time, and whether it was announced or unannounced.

Various campus units, including EHSO and Security, utilize outreach programs to train and educate the campus community, providing the knowledge needed to respond appropriately to various types of hazards.

Emergency Notification System

Upon confirmation of a significant emergency or dangerous situation involving an immediate threat to the life, safety or security of the campus community, DMC will determine the content of emergency notification messages and initiate the notification system, unless issuing a notification compromises efforts to assist a victim or the response to the emergency.

The following campus officials have been designated to serve as authorized officials who are empowered to approve the content and issuance of emergency notifications:

- President/CEO or designee
- Executive Vice President and Chief Operating Officer or designee
- Vice President of Administration and Human Resources or designee
- Chief of Police or designee
- Vice President for Student Affairs or designee
- Director of Environmental Health and Safety Office or designee
- Vice President of Communication and Marketing or designee

When an authorized official receives a report of an imminent or occurring situation that poses an immediate threat to life, safety or security on campus, the official will confirm the report.

Depending on the situation, confirmation may be achieved through one or more of the following sources:

- Investigation by campus security and DMC Police Department Officers
- Investigation by another DMC campus unit, including but not limited to, the Director of Environmental Health and Safety, Vice President for Student Affairs, and Director of Physical Facilities
- Investigation by City of Corpus Christi Fire Department and/or Police Department
- Nueces County Emergency Services and/or Health Department
- Texas Department of State Health Services
- Media reports originating from the incident scene

The authorized official will determine, consulting with other campus officials as appropriate, how much information is appropriate to disseminate at different points in time. This determination will be based on the following:

- Nature of incident or threat
- Segment to be notified
- Location of the incident or threat

Depending on the circumstances, DMC may send emergency notification messages to the entire campus community or only a segment of the population. If a confirmed emergency situation appears likely to affect a limited segment of the campus community, emergency notification messages may be limited to that group. If the potential exists for a very large segment of the campus community to be affected by a situation or when a situation threatens the operation of the campus as a whole, then the entire campus will be notified.

In any case, there will be a continuing assessment of the situation and additional segments of the campus community may be notified if the situation warrants such action. The authorized official will, considering the nature of the threat and the population to be notified, choose the appropriate communication tool(s) to utilize.

DMC has access to a variety of communication tools to disseminate emergency notifications to the campus community. Emergency notification will be sent through one or more of the following methods:

- DMCAAlert! (Powered by Rave Mobile Safety)
- Email
- Information posted on the DMC website and/or social media
- Additional notification methods may include:
 - Fire alarms
 - Public address systems
 - Posted advisory messages
 - Emergency responder announcements

The nature of the emergency will determine the types and extent of the notification. The authorized official will approve the issuance of notification and contact College Relations, which will issue the notification message as soon as possible. The authorized official will notify Administration.

Sex Offender Registry

The following information is provided to the campus community under Section 121 of the Adam Walsh Child Protection and Safety Act of 2006 (42 U.S.C. 16921):

- A public sex offender registry search function is provided on the Texas Department of Public Safety's website: <https://publicsite.dps.texas.gov/SexOffenderRegistry/Search>
- Sex offenders must register with the DMC Police Department as required by law or court order. In compliance with state law, DMCPD maintains a listing of registered sex offenders who currently work, volunteer or are enrolled in classes at DMC.

Security Awareness and Crime Prevention

Security/Safety Awareness

Del Mar College is concerned about the safety and security of all students, faculty, staff, and visitors to our campuses. Throughout the year, the Security Office, along with the Environmental Health and Safety Office, provide training for individuals on various security and safety issues.

The trainings include:

- Active Shooter (available online)
- CRASE (Civilian Response to Active Shooter Events)
- Campus Threat (online video)
- New Student Orientation
- Blood Borne Pathogens
- Hazard Communication (online)
- Fire Alarm and Portable Fire Extinguisher
- Back Safety and Injury Prevention
- Other specialized training

The Campus Security Office and the Environmental Health and Safety Office provide general safety and security information for the College community. These offices collaborate with local authorities and the College's Incident Management Team to send out mass notification announcements regarding potential campus threats, severe weather conditions, and public health issues affecting the Del Mar College community.

Title IX Events on Campus 2025

January:

- Welcome Back to Campus: Traveled around campuses with wagon passing out campus maps, welcome back goody boxes, snacks/water, and Foghorn orientation issue, which included information about Title IX and Campus Resources.
- Online Orientation: Title IX presentation video.

February:

- Valdar's Share the Love Party: Set up tables with safe sex information and healthy relationship tips.
- Online Orientation: Title IX presentation video.
- T&H TacTIXs: 2025 Title IX Webinar Series (Education Investigator Only).
- RSO Club Workshop for new clubs: Clubs were required to undergo a risk management strategies session in every club workshop that covers possession and use of alcohol and drugs, hazing, sexual abuse and harassment, and behavior at student organization events. Virtual through TEAMS meetings.
- First Friday Suicide Prevention Training: Discuss student mental health, suicide risk factors, & warning signs. Learn how to respond to someone in a crisis & refer them to help.
- Flourish 101 – Building Support Networks/ Healthy Relationships: In collaboration with the Student Success Center, students will explore identifying healthy relationships and building a network of support to help them unlock potential and nurture well-being.

March:

- Spring Break Bash: Set up tables with safe sex information and healthy relationship tips.
- First Friday Suicide Prevention Training: Discuss student mental health, suicide risk factors, & warning signs. Learn how to respond to someone in a crisis & refer them to help.

April:

- Online Orientation: Title IX presentation video.
- T&H TacTIXs: 2025 Title IX Webinar Series (Education Investigator Only).
- First Friday Suicide Prevention Training: Discuss student mental health, suicide risk factors, & warning signs. Learn how to respond to someone in a crisis & refer them to help.
- Building Better Boundaries Workshop: Students can learn to build boundaries in various relationships in their lives and practical tips for communicating them.
- Building Better Boundaries Workshop: Students can learn to build boundaries in various relationships in their lives and practical tips for communicating them.
- Denim Day: Campus event to promote sexual violence awareness, education, prevention, and resources.

May:

- Fuels for Finals Set up tables with safe sex information and healthy relationships tips.
- First Friday Suicide Prevention Training: Discuss student mental health, suicide risk factors, & warning signs. Learn how to respond to someone in a crisis & refer them to help.

June:

- Online Orientation: Title IX presentation video.
- New Student Orientation: Title IX presentation.

July:

- Online Orientation: Title IX presentation video.
- New Student Orientation: Title IX presentation.

August:

- Way Finding Heritage, Oso Creek, and Windward: Provided directions to classes and campuses resources which included information about Title IX and Campus Resources.
- New Student Orientation: Title IX presentation.
- T&H TacTIXs: 2025 Title IX Webinar Series (Education Investigator Only)

September:

- Welcome Back to Campus Heritage, Oso Creek, and Windward: Traveled around campuses with wagon passing out breakfast tacos, campus maps, welcome back goody boxes, snacks/water, and Foghorn orientation issue, which included information about Title IX and Campus Resources.
- Civility: Civility is defined primarily as the demonstration of respect for others, basic courtesy, reciprocity (treating others as we wish to be treated), and behaviors that create a positive environment in which to learn and work. Virtual through Canvas Page.
- Campus Safety: Provided students with DMC policies pertaining to safety, Title IX, alcohol and drugs, how to stay safe on and off campus and how to report under emergency and nonemergency.
- RSO Club Workshops: Clubs were required to undergo a risk management strategies session in every club workshop that covers possession and use of alcohol and drugs, hazing, sexual abuse and harassment, and behavior at student organization events. Virtual through TEAMS meetings.
- Online Orientation: Title IX presentation video.
- First Friday Suicide Prevention Training: Discuss student mental health, suicide risk factors, & warning signs. Learn how to respond to someone in a crisis & refer them to help.
- QPR Suicide Prevention Training: Question. Persuade. Refer. Learn how to help someone who may be suicidal, how to recognize warning signs, risk factors, common causes of suicidal behavior, and how to have the conversation to get people connected to helpful resources.
- Suicide Prevention Tabling Events: Suicide awareness and prevention tabling sharing statistics, how to help themselves and others, and campus and community resources
- 11th Annual Suicide Prevention Symposium: Counseling Center collaboration with the Suicide Prevention Coalition of the Coastal Bend to provide a two-day suicide prevention event to community members and professionals.

October:

- RSO Club Workshops: Clubs were required to undergo a risk management strategies session in every club workshop that covers Possession and use of alcohol and drugs, hazing, sexual abuse and harassment, and behavior at student organization events. Virtual through TEAMS meetings.
- Domestic Violence/Title IX with Dr. Shuey, Be safe Stay safe.
- T&H TacTIXs: 2025 Title IX Webinar Series (Education Investigator Only).
- Online Orientation: Title IX presentation video.
- Mid-Term Mayhem set-up tables to share campus resources which included Title IX information.
- First Friday Suicide Prevention Training: Discuss student mental health, suicide risk factors, & warning signs. Learn how to respond to someone in a crisis & refer them to help.
- Spooktacular Mental Health & Resource Fair: Counseling Center collaboration with community agencies and campus support resources providing information regarding topics such as personal safety, mental health, physical and sexual health, drugs and alcohol, and basic needs.

November:

- New Student Orientation: Title IX presentation.
- T&H TacTIXs: 2025 Title IX Webinar Series (Education Investigator Only).
- Friendsgiving (Friendship Month) provides a meal and share campus resources which include Title IX
- Online Orientation: Title IX presentation video.
- First Friday Suicide Prevention Training: Discuss student mental health, suicide risk factors, & warning signs. Learn how to respond to someone in a crisis & refer them to help.
- Building Better Boundaries Workshop: Students can learn to build boundaries in various relationships in their lives and practical tips for communicating them.

December:

- T&H TacTIXs: 2025 Title IX Webinar Series (Education Investigator Only).
- Online Orientation: Title IX presentation video.
- Viking Secret Santa: exchange gifts and set up resource tables, which include Title IX information.
- Viking Fuel for Finals: tables set up with scantrons, blue books and testing supplies and campus resources which include Title IX.
- First Friday Suicide Prevention Training: Discuss student mental health, suicide risk factors, & warning signs. Learn how to respond to someone in a crisis & refer them to help.

South Texas Family Planning & Health Corporation

South Texas Family Planning & Health Corporation is a non-profit agency delivering full-service Women & Men health reproductive and primary health care services throughout 19 counties in South Texas area including the Coastal Bend. They offer services in the following areas.

- Family Planning Service
- Health Education
- Breast & Cervical Cancer
- Men's Health Centers
- Natural Family Planning
- Immunizations/Community Knowledge & Awareness of HIV-STI Safe Sex
- Workshops for teens and young adults

The South Texas Family Planning Mobile Clinic visits all three campuses twice a month providing full-service health care, workshops and prevention to all Del Mar College students, staff and faculty.

Women's and Men's Health Services of the Coastal Bend

Education is a primary component and risk prevention for people of all ages Women's & Men's Health Services of the Coastal Bend (WAMHS) believes that collaboration is the best way to reach the broadest scope of people with important health information. Trained WAMHS community health educators are invited to speak to wide range of audiences as well as provide outreach on clinic services and other health issues. The topics we are asked to cover fall along a broad spectrum that includes various aspects of human development, relationships, personal skills, sexual behavior, and reproductive health. The Women's and Men's Health Service of the Coastal Bend provides Information Tables at all three campuses twice a month with monthly workshops and STD testing.

Alcohol and Drug Abuse YCCC Coalition

The Council on Alcohol and Drug Abuse YCCC Coalition (Youth Continuum of Care Coalition): Monthly Meeting January - December held to discuss underage drinking in 15-20 years of age. Supported by events and activities at Del Mar College, TAMUCC, surrounding High Schools and Community Events. Safe and Sober events to provide awareness and reduce underage drinking and drunk driving as well as Opioid Awareness. Current drug trends are a reduction in synthetic cannabis. Increase in counterfeit pills and a continuation of THC in vaping devices. How the use of alcohol and drug abuse affect healthy relationships, sexual misconduct and violence, anger management, anxiety, alcohol and the brain, dealing with peer pressure. No means No. etc. All events are free and open to 15-20 years of age and parents.

Crime Stoppers

Anyone with information on criminal activity can call (361) 888-TIPS (8477) and may receive a cash award if the tip leads to the arrest and indictment of the criminal offender. The cash award comes from the Corpus Christi Crime Stoppers, a non-profit organization. Callers may remain anonymous when reporting crime tips. Students and employees are urged to use this reporting option when anonymity is a primary concern.

If an individual does not want to report a crime to the police, the individual may also report crimes to a designated Campus Security Authority (CSA). These designated individuals have significant responsibility for student and campus activities, and as such are provided notice by DMC as to the extent of their responsibility and how to report crimes to DMC.

Access to Facilities and Security Services

All campus facilities can be accessed during normal business hours. Campus security is responsible for ensuring all exterior doors at DMC facilities are secured after hours. Admittance to DMC facilities during non-business hours and periods of extended closing must be coordinated with DMC Chief of Police and employees must follow check-in/out procedures with Campus Security. Access to individual offices and classrooms is the responsibility of the employee. Campus Security is responsible for allowing access to primary entry points only.

Electronic Alarm Security

DMC has a contract with an off-site monitoring company for fire and security alarms.

Environmental Health and Safety

The Environmental Health and Safety Office (EHSO) establishes, implements and maintains comprehensive environmental health, safety, emergency and fire prevention and training programs for the College. This is accomplished in three ways. First, the EHSO inspects facilities, operations, equipment, and work areas to ensure safe working conditions. Second, the EHSO prepares and maintains emergency preparedness plans and training. Finally, the office ensures compliance with federal, state, and local laws and safety regulations.

Fire Safety

The EHSO conducts safety inspections of facilities and enforces fire safety regulations on DMC property. This includes inspecting College property and facilities for fire hazards, code violations, and the adequacy of fire protection systems and equipment. The EHSO also provides periodic training on the proper use of fire extinguishers and conducts campus fire drills specifically for on-campus childcare facilities. Firefighting services are provided 24 hours a day by the Corpus Christi Fire Department.

The Higher Education Act fire safety regulations apply only to institutions with on-campus student housing facilities. Because DMC does not provide on-campus student housing facilities, the Higher Education Act requirement to maintain fire statistics and a daily fire log does not apply.

Fire Statistics and Fire Safety

Reporting Procedures

In the event of a fire:

- Dial 911
- Provide location, and cause of the fire, if known
- Report any injuries, if known

All fires, no matter how small, must be reported regardless of emergency response. Please contact DMC Security at (361) 698-1946 to report the fire and any possible property damage.

Firefighting services for the college locations are provided by the Corpus Christi Fire Department. The EHSO is responsible for the management, contractor supervision, service, inspection, and testing of the fire sprinkler systems, special hazard systems, kitchen suppression systems, and fire extinguishers for all College-owned facilities.

Fire alarm systems are inspected and maintained by EHSO and contract personnel. Fire alarm systems are monitored 24/7 by a third (3rd) party monitoring company that is UL listed.

EHSO conducts life safety inspections of facilities and enforces city and state fire safety regulations in all college-owned facilities.

False Alarm or Report

Texas Penal Code Section 42.06 provides that "a person commits an offense if he knowingly initiates, communicates or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he knows is false or baseless." A false report made to a college or university is a state jail felony.

2025 Fire Safety Education and Drills

The following is a summary of monthly fire drills conducted at DMC locations:

Collegiate High School

The Collegiate High School (CHS) located on Del Mar College Heritage Campus performs fire evacuation drills and other drills according to Corpus Christi Independent School District standards. Records are maintained in the CHS Administrative Office.

Residential Facilities

Federal law requires colleges to have residential facilities to report fire related statistics. DMC **does not** have residential facilities and therefore does not meet this reporting requirement.

Center for Early Learning

Date	Description	Announced / Unannounced	Time
01/23/2025	Fire Drill / CO and Smoke Detector Test	Unannounced	3:30 PM
02/17/2025	Fire Drill / CO and Smoke Detector Test	Unannounced	10:00 AM
03/25/2025	Fire Drill / CO and Smoke Detector Test	Unannounced	3:45 PM
04/17/2025	Fire Drill / CO and Smoke Detector Test	Unannounced	3:30 PM
05/20/2025	Fire Drill / CO and Smoke Detector Test	Unannounced	9:15 AM
06/23/2025	Fire Drill / CO and Smoke Detector Test	Unannounced	3:30 PM
07/16/2025	Fire Drill / CO and Smoke Detector Test	Unannounced	9:00 AM
08/26/2025	Fire Drill / CO and Smoke Detector Test	Unannounced	3:24 PM
09/24/2025	Fire Drill / CO and Smoke Detector Test	Unannounced	3:15 PM
10/09/2025	Fire Drill / CO and Smoke Detector Test	Unannounced	9:00 AM
11/12/2025	Fire Drill / CO and Smoke Detector Test	Unannounced	3:30 PM
12/09/2025	Fire Drill / CO and Smoke Detector Test	Unannounced	8:45 AM

Fire Related Policies, Procedures and Programs

DMC EHSO is responsible for managing programs to enhance the safety of the campus community while also maintaining compliance with applicable fire and life safety codes. These programs include:

- Conducting fire and life safety inspections of college buildings.
- Assessing campus events to identify risks, implement control measures, mitigate potential injury to personnel, and protect property.
- Inspecting fire detection and fire suppression systems in buildings throughout the college campus to reduce the potential for fire loss.
- Correcting unsafe conditions or deficiencies to eliminate hazards that pose a risk to the campus community.

Fire Safety: General Fire Safety Standards

- Where allowed, small Personal Heaters must be approved by DMC EHSO.
- Extension cords are only for temporary use.
- Multi-outlet surge protectors with in-line fuse, circuit breaker or overload protection must be used when needed.
- Do not run electrical cords under rugs, over nails or in high traffic areas.
- Do not staple electrical cords to walls or otherwise pierce the cord.
- Keep flammable objects away from heat producing items such as coffee makers.
- Place rugs in a location that does not hinder the opening and closing of doors.
- Do not hang objects from sprinkler heads.
- Do not tamper with or disable smoke detectors.
- Do not store or stack items within 18 inches of sprinkler heads.
- Do not cover more than 20 percent of office/classroom with paper or other decorative items.

Fire Equipment

Fire and safety equipment must function properly when it is needed; therefore, the following acts are prohibited:

- Tampering or playing with fire extinguishers, smoke detectors, exit lights or emergency lights;
- Tampering with or pulling a fire alarm under false pretenses;
- Blocking fire alarm pull station with trashcans, furniture, signs and/or other items;
- Removing or rendering a smoke detector inoperative;
- Propping open stairwell fire doors or tampering with corridor fire doors (fire doors inhibit the travel of smoke, toxic gases, heat and fire from the area of origin); and
- Obstructing halls and stairwells with furniture, debris and/or other items.

Appliances

Electrical appliances must be used and maintained in accordance with manufacturer's specifications in safe working conditions and should require no more than 1000 watts.

Open Flames

Individuals may not ignite any substance inside classrooms or offices at any time unless it is required and in laboratory setting. This includes but is not limited to decorative candles and incense. Heated elements that could be left unattended for long periods of time and which require heat to release scent are prohibited.

Smoking

Individuals may not ignite any substance, including cigarettes, e-cigarettes (vaping), cigars, pipes or hookahs, on the DMC campus. DMC is a smoke-free campus.

DMC Policy B5.39 Smoke & Tobacco Free Environment

B5.39.1 Purpose: In order to protect and promote the health, safety, and welfare of employees, students, and the public, Del Mar College will provide a smoke and tobacco free environment.

A5.39.2 Scope: The College District prohibits the use of tobacco, E-cigarettes, vaping pens and any other related products and devices by any employee, student, or visitor on all premises owned, rented, leased, or supervised by the College District, including all College District facilities, buildings, and grounds. This prohibition applies to property owned by others that the College District uses by agreement and further applies to all District vehicles.

A5.39.2.1: Exceptions to this total prohibition shall be:

- In those circumstances where the College District is party to a contract or other agreement relating to the property that limits its authority in this matter.
- All research projects, artistic productions or other College sponsored activities involving the act of smoking must have prior approval from the Office of the Chief Academic Officer (CAO).

Explosives/flammable fluids

The unauthorized possession of explosives, fireworks, flammable materials or pyrotechnics of any nature is prohibited on College premises.

Safety Education and Training Programs

DMC EHSO provides annual fire safety training to Restaurant Management/Culinary Arts and Process Technology students covering procedures and the operation of fire extinguishers and fire alarm systems. EHSO also provides fire extinguisher and fire alarm systems training to Physical Facilities, Campus Dining, and other faculty and staff.

Clery Act Statistics - Heritage Campus 2023-2025

	2023				2024				2025			
Primary Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Murder/ Non-negligent manslaughter	0	0	0	0	0	0	0	0	0	0	0	0
Negligent manslaughter	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	0	0	0	0	1	0	0	1	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	1	0	0	1	1	0	0	1	0	0	0	0
Motor Vehicle Theft	1	0	0	1	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	0	0	2	2	0	0	2	0	0	0	0
Arrests	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Weapons Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	1	0	0	1	0	0	1	1	0	0	0	0
Liquor Law Violations	1	0	0	1	0	0	0	0	0	0	0	0
Total	2	0	0	2	0	0	1	1	0	0	0	0
Disciplinary Actions	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Weapons Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
Bias Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Primary Crimes	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	0	0	0	0	0	0	0	0	0	0	0	0
Simple Assault	0	0	0	0	0	0	0	0	0	0	0	0
Intimidation	0	0	0	0	0	0	0	0	0	0	0	0
Destruction Damage	0	0	0	0	0	0	0	0	0	0	0	0
Other Bodily Injury	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
VAWA Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Dating Violence	0	0	0	0	0	0	0	0	0	0	0	0
Domestic Violence	0	0	0	0	0	0	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0

Unfounded Reports: None

Clery Act Statistics - Windward Campus 2023-2025

	2023				2024				2025			
Primary Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Murder/ Non-negligent manslaughter	0	0	0	0	0	0	0	0	0	0	0	0
Negligent manslaughter	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	0	0	0	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	1	0	0	1	1	0	0	1	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	1	0	0	1	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	0	0	1	2	0	0	2	0	0	0	0
Arrests	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Weapons Violations	1	0	0	1	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	1	0	0	1	0	0	0	0
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	0	0	1	1	0	0	1	0	0	0	0
Disciplinary Actions	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Weapons Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
Bias Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Primary Crimes	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	0	0	0	0	0	0	0	0	0	0	0	0
Simple Assault	0	0	0	0	0	0	0	0	0	0	0	0
Intimidation	0	0	0	0	0	0	0	0	0	0	0	0
Destruction Damage	0	0	0	0	0	0	0	0	0	0	0	0
Other Bodily Injury	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
VAWA Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Dating Violence	0	0	0	0	0	0	0	0	0	0	0	0
Domestic Violence	1	0	0	1	0	0	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	0	0	1	0	0	0	0	0	0	0	0

Unfounded reports: None

Clery Act Statistics – Oso Creek Campus 2023-2025

	2023				2024				2025			
Primary Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Murder/ Non-negligent manslaughter	0	0	0	0	0	0	0	0	0	0	0	0
Negligent manslaughter	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	0	0	0	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
Arrests	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Weapons Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
Disciplinary Actions	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Weapons Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
Bias Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Primary Crimes	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	0	0	0	0	0	0	0	0	0	0	0	0
Simple Assault	0	0	0	0	0	0	0	0	0	0	0	0
Intimidation	0	0	0	0	0	0	0	0	0	0	0	0
Destruction Damage	0	0	0	0	0	0	0	0	0	0	0	0
Other Bodily Injury	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
VAWA Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Dating Violence	0	0	0	0	0	0	0	0	0	0	0	0
Domestic Violence	0	0	0	0	0	0	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0

Unfounded reports: None

Clery Act Statistics – Center for Economic Development 2023-2025

	2023				2024				2025			
Primary Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Murder/ Non-negligent manslaughter	0	0	0	0	0	0	0	0	0	0	0	0
Negligent manslaughter	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	0	0	0	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	1	0	0	1	0	0	0	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	1	0	0	1	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	0	0	1	1	0	0	1	0	0	0	0
Arrests	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Weapons Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	1	0	0	1	0	0	0	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	0	0	1	0	0	0	0	0	0	0	0
Disciplinary Actions	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Weapons Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
Bias Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Primary Crimes	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	0	0	0	0	0	0	0	0	0	0	0	0
Simple Assault	0	0	0	0	0	0	0	0	0	0	0	0
Intimidation	0	0	0	0	0	0	0	0	0	0	0	0
Destruction Damage	0	0	0	0	0	0	0	0	0	0	0	0
Other Bodily Injury	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
VAWA Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Dating Violence	0	0	0	0	0	0	0	0	0	0	0	0
Domestic Violence	0	0	0	0	0	0	0	0	0	0	0	0
Stalking	1	0	0	1	0	0	0	0	0	0	0	0
Total	1	0	0	1	0	0	0	0	0	0	0	0

Unfounded reports: None

Clery Act Statistics – Northwest Center 2023-2025

	2023				2024				2025			
Primary Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Murder/ Non-negligent manslaughter	0	0	0	0	0	0	0	0				
Negligent manslaughter	0	0	0	0	0	0	0	0				
Rape	0	0	0	0	0	0	0	0				
Fondling	0	0	0	0	0	0	1	1				
Incest	0	0	0	0	0	0	0	0				
Statutory Rape	0	0	0	0	0	0	0	0				
Robbery	0	0	0	0	0	0	0	0				
Aggravated Assault	0	0	1	1	0	0	0	0				
Burglary	0	0	0	0	0	0	0	0				
Motor Vehicle Theft	0	0	0	0	0	0	1	1				
Arson	0	0	0	0	0	0	0	0				
Total	0	0	1	1	0	0	2	2				
Arrests	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Weapons Violations	0	0	0	0	0	0	0	0				
Drug Law Violations	0	0	0	0	0	0	0	0				
Liquor Law Violations	0	0	1	1	0	0	2	2				
Total	0	0	1	1	0	0	2	2				
Disciplinary Actions	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Weapons Violations	0	0	0	0	0	0	0	0				
Drug Law Violations	0	0	0	0	0	0	0	0				
Liquor Law Violations	0	0	0	0	0	0	0	0				
Total	0	0	0	0	0	0	0	0				
Bias Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Primary Crimes	0	0	0	0	0	0	0	0				
Larceny Theft	0	0	0	0	0	0	0	0				
Simple Assault	0	0	0	0	0	0	0	0				
Intimidation	0	0	0	0	0	0	0	0				
Destruction Damage	0	0	0	0	0	0	0	0				
Other Bodily Injury	0	0	0	0	0	0	0	0				
Total	0	0	0	0	0	0	0	0				
VAWA Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Dating Violence	0	0	0	0	0	0	0	0				
Domestic Violence	0	0	0	0	0	0	0	0				
Stalking	0	0	0	0	0	0	0	0				
Total	0	0	0	0	0	0	0	0				

Unfounded reports: None *Facility closed in May 2024

Clery Act Statistics – Aviation at CCIA 2023-2025

	2023				2024				2025			
Primary Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Murder/ Non-negligent manslaughter	0	0	0	0	0	0	0	0	0	0	0	0
Negligent manslaughter	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0
Fondling	0	0	0	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	0	0	0
Motor Vehicle Theft	0	0	2	2	0	0	10	10	0	0	3	3
Arson	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	2	2	0	0	10	10	0	0	3	3
Arrests	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Weapons Violations	0	0	4	4	0	0	4	4	0	0	4	4
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Liquor Law Violations	0	0	2	2	0	0	2	2	0	0	0	0
Total	0	0	6	6	0	0	6	6	0	0	4	4
Disciplinary Actions	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Weapons Violations	0	0	0	0	0	0	0	0	0	0	0	0
Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
Bias Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Primary Crimes	0	0	0	0	0	0	0	0	0	0	0	0
Larceny Theft	0	0	0	0	0	0	0	0	0	0	0	0
Simple Assault	0	0	0	0	0	0	0	0	0	0	0	0
Intimidation	0	0	0	0	0	0	0	0	0	0	0	0
Destruction Damage	0	0	0	0	0	0	0	0	0	0	0	0
Other Bodily Injury	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
VAWA Crimes	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total	Campus	Non-Campus Property	Public Property	Total
Dating Violence	0	0	0	0	0	0	0	0	0	0	0	0
Domestic Violence	0	0	0	0	0	0	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0

Drug and Alcohol Policies

Del Mar College District is committed to working to maintain a safe, healthy, lawful, and productive working and educational environment for all employees and students. Studies have shown that use of illegal drugs and abuse of alcohol increases the potential for accidents, absenteeism, tardiness, unsatisfactory performance, inefficiency, poor employee morale, and damage to the College's reputation.

The intent of this policy is to make Del Mar College District a better place to study and work through upgrading the mental and physical health of the total College community. It acknowledges the freedom of choice for those individuals who require or seek information relative to drug/alcohol abuse.

Definition of Legal Drugs

A "legal drug" is a prescribed drug or over-the-counter drug which has been legally obtained and is being legally used for the purpose for which it was prescribed or manufactured.

Definition of Illegal Drugs

An "illegal drug" is any drug or controlled substance which is (1) not legally obtainable or (2) is legally obtainable but was not legally obtained. The term "illegal drug" includes all illegal drugs, dangerous drugs and controlled substances defined and listed in Articles 4476-14 and 4476-15 (Texas Controlled Substances Act) Vernon's Texas Civil Statutes. Marijuana, hashish, cocaine, PCP, LSD, heroin, dilaudid, quaaludes, steroids and methamphetamine are only a few of the dangerous drugs or controlled substances which are included within such terms.

This policy applies to all students and employees of Del Mar College District, as well as College visitors, contractors, and all other persons occupying space in/on conveyances, offices, buildings, facilities, or grounds over which Del Mar College District has custody and control, including, but not limited to, rentals and leasing of auditorium and classroom spaces.

This policy does not cancel or supersede other laws, orders, instructions, or regulations which make the use, possession and/or distribution of dangerous drugs and controlled substances illegal.

When personal or behavioral problems begin to affect an employee's work or student's academic performance, and this appears to be the result of drug or alcohol abuse, the individual may be referred to the College Counseling Center for information on drugs/alcohol and/or to local community professionals. The student shall be responsible for any cost and/or fees incurred for professional services. Information concerning diagnosis, treatment, and medical records will be kept strictly confidential.

It is recognized that a person's job performance or academic studies may be affected by persons in the employee's or student's family who have alcohol, drug, or other emotional or behavioral problems. Therefore, the College will offer information services to these family members but accepts no further responsibility.

Use, distribution, or possession of alcoholic beverages, dangerous drugs, or controlled substances while on College property or at any authorized activity sponsored by or for any College-related organization, whether on or off campus, is subject to disciplinary action.

Services Offered

Counseling Center
(361) 698-1586

Center for Access and Advocacy
(361) 698-1292

Dean of Student Engagement and Retention
(361) 698-1277

Compliance with Policies and Laws

Each DMC student should be familiar with all published College policies. DMC holds each student responsible for compliance with these published policies. A violation that occurs off campus during a college-sponsored program or activity may be treated the same as if it occurred on campus.

Students are also expected to comply with all federal, state, and local laws; any student who violates any provision of those laws is subject to disciplinary action in addition to any action taken by civil authorities because of the violation. This principle extends to conduct off campus that is likely to have an adverse effect on the College or the educational process.

All sanctions are cumulative. Students who have previous Code of Conduct violations, including alcohol policy violations, may receive increased sanctions. Sanctions may also be increased based on the severity of the behavior.

Title IV Consumer Information Disclosure

Drug and Alcohol Abuse Prevention/Policy

B5.40 Policy on Drugs and Alcohol: The purpose of this policy is to inform the Del Mar College Community of its intent to comply with the "Drug Free Schools and Communities Act of 1986" (PL 99-570).

B5.40.1 General Statement: Del Mar College is committed to working to maintain a safe, healthy, lawful, and productive working and educational environment for all employees and students. Studies have shown that use of illegal drugs and abuse of alcohol increases the potential for accidents, absenteeism, tardiness, unsatisfactory performance, inefficiency, poor employee morale, and damage to the College's reputation. The intent of this policy is to make Del Mar College a better place to study and work through upgrading the mental and physical health of the total College community. It acknowledges the freedom of choice of those individuals who require or seek information relative to drug/alcohol abuse.

B5.40.1.1 Definition of Legal Drugs: A "legal drug" is a prescribed drug or over-the-counter drug which has been legally obtained and is being legally used for the purpose for which it was prescribed or manufactured.

B5.40.1.2 Definition of Illegal Drugs: An "illegal drug" is any drug or controlled substance which is (1) not legally obtainable or (2) is legally obtainable but was not legally obtained. The term «illegal drug» includes all illegal drugs, dangerous drugs, and controlled substances defined and listed in Articles 4476-14 and 4476-15 (Texas Controlled Substances Act) Vernon's Texas Civil Statutes. Marijuana, hashish, cocaine, PCP, LSD, heroin, dilaudid, Quaaludes, steroids, and methamphetamine are only a few of the dangerous drugs or controlled substances which are included within such terms.

B5.40.2 Educational Objectives:

B5.40.2.1 To include the subject of illegal drug and alcohol abuse in future College-sponsored student and employee training programs.

B5.40.2.2 To inform employees of the Colleges informational service and of this policy through various means, such as divisional and departmental meetings, and new employee orientation processes.

B5.40.2.3 To inform students of the College of this policy and informational services through various means, such as the campus newspaper *Foghorn*, Counseling Office, club meetings, "drug free"-related activities each semester, and the College's electronic data board located in the campus student centers.

B5.40.3 Applicability and Scope:

B5.40.3.1 This policy applies to all students and employees of Del Mar College, as well as College visitors, contractors, and all other persons occupying space in/on conveyances, offices, buildings, facilities, or grounds over which Del Mar College has custody and control, including but not limited to rentals and leasing of auditorium and classroom spaces.

B5.40.3.2 This policy does not cancel or supersede other laws, orders, instructions, or regulations which make the use, possession, and/or distribution of dangerous drugs, and controlled substances illegal.

Drug and Alcohol Information Services

B5.40.4 Drug and Alcohol Information Services: The College recognizes that alcoholism and drug dependency are "illnesses" or "disorders" and the College will provide information to any employee or student seeking assistance.

B5.40.4.1 When personal or behavioral problems begin to affect an employee's work or a student's academic performance and this appears to be the result of drug or alcohol abuse, the individual may be referred to the College Counseling Office for information on drug/alcohol and/or to local community professionals. The following guidelines apply to all persons seeking help.

B5.40.4.2 Employees or students shall not be discriminated against because they are known to have had alcohol, drug, or any other behavioral problems as evidenced by their responsibly seeking or utilizing counseling or treatment services.

B5.40.4.3 As outlined in the College's Sick Leave Policy (B5.27), employees may utilize accumulated sick leave or a reasonable leave of absence without pay for the purpose of treatment or rehabilitation as in any other illness.

B5.40.4.4 The employee or student shall be responsible for any cost and/or fees incurred for professional services.

B5.40.4.5 It is recognized that a person's job performance or academic studies may be affected by persons in the employee's or student's family who have alcohol, drug, or other emotional or behavioral problems. Therefore, the College will offer information services to these family members, but accept no further responsibility.

B5.40.4.6 Information concerning a student's or employee's diagnosis, treatment, and medical records will be kept strictly confidential.

B5.40.5 Prohibition of Anabolic Steroid or Human Growth Hormone: Section 7, Section 4.11, Texas Controlled Substances Act (Article 44.76, Vernon's Texas Civil Statutes), requires that the following notice be posted in a conspicuous place in the gymnasium:

Anabolic steroids and growth hormones are for medical use only. State law prohibits the possession, dispensing, delivery, or administering of an anabolic steroid or growth hormone in any manner not allowed by State law. State law provides that body building, muscle enhancement, or increasing muscle bulk or strength through the use of an anabolic steroid by a person who is in good health is not a valid medical purpose. Only a medical doctor may prescribe an anabolic steroid or human growth hormone for a person. A violation of state law concerning anabolic steroids or human growth hormones is a criminal offense punishable by confinement in jail or imprisonment in the Texas Department of Corrections.

B5.40.6 Prohibition (Drugs and/or Alcohol): The College prohibits the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substances and/or alcohol in the workplace. The College further prohibits the consumption of any alcoholic beverage or being under the influence of alcohol or any controlled substances within the workplace or in College-owned vehicles. An individual need not be legally intoxicated to be considered “under the influence of a controlled substance or alcohol.”

B5.40.6.1 Exemptions (CEO Approval Required): The College Chief Executive Officer (CEO) is authorized to approve exemptions to B5.40.6 to allow the serving of alcoholic beverages, as provided by law, at various Foundation, Alumni, and community events sponsored or approved by the College. Exemption requests shall be made on a form provided by the College.

B5.40.7 Condition of Employment: As a condition of employment with the College or as a condition of receiving or continuing to receive a federal grant, each person affected shall abide by the terms of the requirements and prohibitions set out in this policy and shall notify the College CEO, in writing, of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B5.40.7.1 Within thirty (30) days of receiving notice from an employee or grant recipient, or otherwise receiving actual notice of a conviction for criminal drug statute violation occurring in the workplace, the College shall either (1) take appropriate personnel action against the employee up to and possibly including termination, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health agency, law enforcement agency or other appropriate agency.

B5.40.8 Notice: Each employee, full-time or part-time, as well as student workers and grant recipients, shall be given a copy of the College's policy on drugs and alcohol and must sign a statement attesting to the receipt of the policy.

B5.40.8.1 A copy of this policy shall be printed in the College [Student Handbook](#).

A5.40.9 Drug Prevention Program: The Administration hereby adopts and implements a program to prevent the illicit use of drugs and the abuse of alcohol by employees and students in the workplace. This policy will be maintained in compliance with federal regulations on behalf of the Drug-Free Schools and Communities legislation.

A5.40.9.1 Annually the College will distribute copies of this policy and others related to it to each employee and to each student enrolled in a credit course or courses.

A5.40.9.2 For all of the above persons, the College prohibits the unlawful possession, use, or distribution of illicit drugs or alcohol on College property or as part of College activities.

A5.40.9.3 All students and staff are reminded that local, State, and federal laws provide legal sanctions for unlawful possession of illicit drugs and alcohol. These sanctions may include probation and/or imprisonment.

A5.40.9.4 Numerous health risks are associated with the use of alcohol, tobacco, and illicit drugs. These include fetal alcohol syndrome, cancer, heart problems, cirrhosis of the liver, AIDS, and mental and other health problems.

A5.40.9.5 The College provides limited counseling services for students and employees who desire them, but prefers to refer those in need of treatment and rehabilitation to local community professionals. Current employee health benefits include insurance coverage for treatment of illnesses associated with the use of illicit drugs and the abuse of alcohol.

A5.40.9.6 The College will impose disciplinary sanctions on students and employees which are consistent with law and other policies which have been or will be established. These sanctions may extend up to, and include, expulsion from the College or termination of employment and referral for prosecution. A disciplinary sanction may include the completion of an appropriate rehabilitation program.

A5.40.9.7 The College will undertake a biennial review of this program through the College Heads-Up Committee to determine its effectiveness, implement changes as needed, and ensure that its disciplinary sanctions are consistently enforced.

Sexual Misconduct Programs and Reporting Procedures

B9.1 Policy Prohibiting Sexual Misconduct:

B9.1.1 Purpose and Authority: Del Mar College establishes this policy and related procedures and processes in its continuing effort to seek equity in education and employment, and consistent with its legal responsibility and authority to take measures to address, report, investigate, and prevent sexual misconduct, as required by Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et. seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act of 1990, 20 U.S.C. § 1092(f), including the Campus Sexual Violence Elimination Act (Campus SaVE) amendment to the Clery Act (2013); Violence Against Women Reauthorization Act of 2013 (VAWA), as amended; and, Texas Education Code § 51.252 (Tex. SB 212)."

This policy is intended to inform students and employees of their rights if they are subjected to or accused of sexual misconduct, including the complaint procedures and support services that a survivor of sexual misconduct can access. This policy is also intended to inform students and employees of their responsibilities if they are aware that sexual misconduct has occurred to a Del Mar College student or employee.

Sexual misconduct includes sexual violence, sexual harassment, domestic violence, dating violence, sexual assault, stalking, and sex discrimination.

B9.1.2 Statement of Policy: Del Mar College (the "College") will not tolerate and strictly prohibits sexual misconduct. The College will act to protect its students and employees from incidents of sexual misconduct committed by employees, students, or outside third parties. Conduct prohibited under this policy will not be tolerated and will be subject to disciplinary action, up to and including dismissal from employment and/or from the College, in accordance with Federal and State regulations and College policy.

B9.1.3 Scope: This policy applies to and may be used by all students and employees, regardless of gender, sexual orientation, or gender identity, to report incidents of sexual misconduct occurring on or off campus. Procedures and processes under this policy will distinguish between reporting sexual misconduct incidents and Filing Formal Complaints.

Student and employee grievances and complaints that do not contain allegations of sexual misconduct are excluded from this process. General student complaints or grievances reflecting a student's disagreement with the application of a specific College rule, practice and/or policy are processed through Board Policy **B7.12**. Employee complaints or grievances regarding general terms and conditions of employment are processed through Board Policy **B5.43**. Student complaints of discrimination, retaliation, and harassment, that do not contain allegations of sexual misconduct, are processed in accordance with Board Policy **B7.19**. Employee complaints of discrimination, retaliation and harassment that do not contain allegations of sexual misconduct are processed through Board Policy **B5.50**.

A9.1.4 Definitions: The following definitions apply to terms referenced herein.

Actual Knowledge: Actual knowledge means notice of dating violence, domestic violence, gender-based harassment, sex discrimination, retaliation, sexual assault, sexual harassment, or stalking (i.e., "sexual misconduct") or allegations of sexual misconduct to the appropriate Title IX coordinator or designee who has authority to institute corrective measures on behalf of Del Mar College. This standard is not met when the only individual with actual knowledge of sexual misconduct is the respondent. The term "notice," as used in this paragraph, includes, but is not limited to, a report of sexual misconduct to the appropriate Title IX coordinator or designee.

Coercion: The use of pressure to compel another individual to initiate or continue sexual activity against an individual's will. Coercion can include a wide range of behaviors, including psychological or emotional pressure, physical or emotional threats, intimidation, manipulation, or blackmail that causes the person to engage in unwelcome sexual activity. A person's words or conduct are sufficient to constitute coercion if they eliminate a reasonable person's freedom of will and ability to choose whether or not to engage in sexual activity. Examples of coercion include but are not limited to threatening to "out" someone based on sexual orientation, gender identity, or gender expression; threatening to harm oneself if the other party does not engage in the sexual activity; and threatening to expose someone's prior sexual activity to another person.

Complainant: The Complainant is the student or employee who initiates a complaint of sexual misconduct with either the District Student Complaint Coordinator or the District Complaint Coordinator. Complainants are not limited to those employees or students who have personally experienced the alleged act of sexual misconduct, but also those employees or students who may have either received notice of or witnessed the incident.

Confidential Employees: Confidential Employees include counselors in Counseling Services. Additionally, employees who receive information regarding an incident of sexual misconduct under circumstances that render the employee's communications confidential or privileged under other law (such as attorneys) are also considered "Confidential Employees."

Note: Under state law, Confidential Employees who receive information regarding incidents of sexual harassment, sexual assault, dating violence or stalking committed by or against a student or an employee of the College, are required to report the type of incident to the Title IX Coordinator (or Deputy Coordinators). Confidential Employees may not include any information that would violate a student's expectation of privacy. The Confidential Employee's duty to report an incident under any other law also applies.

Consent to Sexual Activity: 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 when investigating a complaint of sexual assault against a Del Mar College student or employee:

- 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.
- 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.
- Although consent can be non-verbal, 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.
- Presumptions based upon contextual factors (e.g., provocative clothing or dancing, etc.) are unwarranted, and should not be considered grounds for consent.
- 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.

- 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 assault.
- Consent to some sexual acts does not constitute consent to other sexual acts.
- 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 non-verbal communication to stop, you have committed sexual assault.
- Consent cannot be obtained by threat, coercion, or force. Agreement under such circumstances does not constitute consent.
- A prior sexual encounter or pre-existing relationship does not indicate consent to current or future sexual activity.

Complainant: A complainant is an individual who is alleged to be the victim of conduct that could constitute dating violence, domestic violence, gender-based harassment, retaliation, sex discrimination, sexual assault, sexual harassment, or stalking.

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the consideration of the following factors:

- The length of the relationship;
- The type of relationship; and
- The frequency of interaction between the persons involved in the relationship.

Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. It does not include acts covered under the definition of domestic violence.

Deliberate Indifference: Deliberate indifference occurs when an institution of higher education with actual knowledge of dating violence, domestic violence, gender-based harassment, retaliation, sex discrimination, sexual assault, sexual harassment, or stalking (i.e., sexual misconduct) in the institution's education program or activity against a person in the United States responds in a manner that is clearly unreasonable in light of the known circumstances. When an institution of higher education responds in a clearly unreasonable manner, that response constitutes intentional discrimination. Failing to promptly respond once an institution of higher education has actual knowledge of sexual misconduct can also be considered deliberate indifference.

District Complaint Coordinator: The District Complaint Coordinator, who is the Associate Vice President of Human Resources, is the person designated by the College to receive any complaint of sexual misconduct against or by employees; assist the Complainant in the use of the complaint form and procedures provided herein; identify a designee to conduct the investigation; provide information regarding law enforcement, medical, sexual trauma and counseling resources; provide assistance regarding various internal and external mechanisms through which the complaint may be filed, including applicable time limits, if any, for filing with external agencies and law enforcement agencies.

District Student Complaint Coordinator: The District Student Complaint Coordinator, who is the Dean of Student Engagement and Retention, is the person designated by the College to receive any complaint of sexual misconduct against or by students; assist the Complainant in the use of the complaint form and procedures provided herein; identify a designee to conduct the investigation; provide information regarding law enforcement, medical, sexual trauma and counseling resources; provide assistance regarding various internal and external mechanisms through which the complaint may be filed, including applicable time limits, if any, for filing with external agencies and law enforcement agencies.

Domestic (Family) Violence: In accordance with the Violence Against Women Reauthorization Act of 2013 (VAWA), the term “domestic violence” means a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim; by a person with whom the victim shares a child in common; by a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner; by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or by any other person against an adult or youth victim who is protected from that person’s actions under the domestic or family violence laws of the jurisdiction in which the violence occurred.

Education Program or Activity: Education program or activity includes locations, events, or circumstances over which Del Mar College exercised substantial control over both the respondent and the context in which the dating violence, domestic violence, gender-based harassment, retaliation, sex discrimination, sexual assault, sexual harassment, or stalking (i.e., sexual misconduct) occurred; and also includes any building owned or controlled by a student organization that is officially recognized by Del Mar College.

Formal Complaint: Formal complaint means a document filed by a complainant or signed by the appropriate Title IX coordinator or designee alleging dating violence, domestic violence, gender-based harassment, retaliation, sex discrimination, sexual assault, sexual harassment, or stalking against a respondent and requesting that Del Mar College investigate the allegation. At the time of filing a formal complaint, the complainant must be participating in or attempting to participate in Del Mar College’s education program or activity. A formal complaint may be filed with the appropriate Title IX coordinator or designee in person, by mail, email, using the contact information listed in this procedure for the appropriate Title IX coordinator or designee, or completing the online form available at Student Complaint of Sexual Misconduct Incident Form. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint. If the complainant is not able or willing to sign the complaint, the appropriate Title IX coordinator or designee may sign the complaint in the complainant’s stead; however, when the appropriate Title IX coordinator or designee signs a formal complaint, they are not a complainant or otherwise a party and must comply with all Title IX requirements.

Gender-Based Harassment: Gender-based harassment includes physical, verbal, or non-verbal conduct based on the student’s or employee’s gender, the student’s or employee’s expression of characteristics perceived as stereotypical for the student’s or employee’s gender, or the student’s or employee’s failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, pervasive, or objectively offensive that the conduct limits or denies a student’s ability to participate in or benefit from Del Mar College’s education program or activity.

Examples of gender-based harassment directed against a student or employee, regardless of the student’s or employee’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.

Hostile Environment: exists when sexual misconduct is sufficiently severe or pervasive to deny or limit the individual’s ability to participate in or benefit from an education program or activity or an employee’s terms and conditions of employment. A hostile environment can be created by anyone (e.g., administrators, faculty members, employees, students, and College visitors) involved in an education program or activity or work environment.

In determining whether sexual misconduct has created a hostile environment, the College considers the conduct in question from both a subjective and objective perspective. It will be necessary, but not adequate, that the conduct was unwelcome to the individual who was mistreated. To conclude that conduct created or contributed to a hostile environment, the College must also find that a reasonable person in the individual’s position would have perceived the conduct as undesirable or offensive.

To ultimately determine whether a hostile environment exists for an individual or individuals, the College may consider a variety of factors related to the severity, persistence, or pervasiveness of the sexual misconduct, including: (1) the type, frequency, and duration of the conduct; (2) the identity and relationships of the persons involved; (3) the number of individuals involved; (4) the location of the conduct and the context in which it occurred; and (5) the degree to which the conduct affected an individual's education or employment.

The more severe the sexual misconduct, the less need there is to show a repetitive series of incidents to find a hostile environment. Indeed, a single instance of sexual assault may be sufficient to create a hostile environment. Likewise, a series of incidents may be sufficient even if the sexual misconduct is not particularly severe.

Incapacitation: Incapacitation is the inability, temporarily or permanently, to give consent because the individual is mentally and/or physically helpless, either voluntarily or involuntarily, or the individual is unconscious, asleep, or otherwise unaware that the sexual activity is occurring. An individual may be incapacitated if they are unaware at the time of the incident of where they are, how they got there, or why or how they became engaged in a sexual interaction.

When alcohol is involved, incapacitation is a state beyond drunkenness or intoxication. When drug use is involved, incapacitation is a state beyond being under the influence or impaired by use of the drug. Alcohol and other drugs impact each individual differently and determining whether an individual is incapacitated requires an individualized determination.

After establishing that a person is in fact incapacitated, the College asks two questions:

- Did the person initiating sexual activity know that the other party was incapacitated? and if not,
- Should a sober, reasonable person in the same situation have known that the other party was incapacitated?

If the answer to either of these questions is "YES," consent was absent, and the conduct is likely a violation of this Policy.

A Respondent will be found to have violated policy only if the Respondent knew or should have known that the person was incapacitated.

Intimidation: Unlawfully placing another person in reasonable fear of bodily harm through the use of threatening words and/or other conduct, but without displaying a weapon or subjecting the victim to actual physical attack.

Official with Authority: An "official with authority" is any Del Mar College employee to whom notice of an incident of dating violence, domestic violence, gender-based harassment, retaliation, sex discrimination, sexual assault, sexual harassment, or stalking triggers Del Mar College's response obligations under Title IX; and who have authority to institute corrective measures on behalf of Del Mar College. Del Mar College's officials with authority include, but are not limited to, the Title IX coordinators, deputy Title IX coordinators, dean of students, associate deans of students, and student conduct officers.

Other Inappropriate Sexual Conduct: Conduct on the basis of sex that does not meet the definition of "sexual harassment" under this Policy, but is:

If verbal conduct (including through electronic means), unwanted statements of a sexual nature intentionally stated to a person or group of people, that are objectively offensive to a reasonable person and also so severe or pervasive that they created a Hostile Environment, as defined in this Policy. The type of verbal conduct (if all other elements are met) may include:

- Unwelcome sexual advances (including explicit or implicit proposition(s) of sexual contact or activity);
- Requests for sexual favors (including overt or subtle pressure);

- Gratuitous comments about an individual's sexual activities or speculation about an individual's sexual experiences;
- Gratuitous comments, jokes, questions, anecdotes, or remarks of a sexual nature about clothing or bodies;
- Persistent, unwanted sexual or romantic attention;
- Exposure to sexually suggestive visual displays such as photographs, graffiti, posters, calendars or other materials; or
- Deliberate, repeated humiliation or intimidation.

If physical conduct, either:

- Sexual exploitation, as defined in this Policy;
- Unwelcome intentional touching of a sexual nature
- Deliberate physical interference with or restriction of movement; or
- Sexual violence as defined in this Policy.

Participants: The term “participants” includes the Complainant, Respondent, and any witnesses.

Parties: The term “parties” refers to the “Complainant” and the “Respondent” under this Policy.

Preponderance of the Evidence: The greater weight of the credible evidence. Preponderance of the evidence is the standard for determining allegations of prohibited conduct under this Policy. This standard is satisfied if the action is deemed more likely to have occurred than not.

Respondent: The Respondent is the student, employee or outside third party named in a complaint of sexual violence, initiated pursuant to this policy, as having engaged in sexual misconduct against a College employee or student.

Responsible Employee: A College employee who has the duty to report incidents of and information reasonably believed to be Sexual Misconduct to the Title IX Coordinator. All employees are Responsible Employees except Confidential Employees. Responsible Employees include all administrators, faculty, staff, and advisors. Responsible Employees must report all known information concerning the incident to the Title IX Office and must include whether a Complainant has expressed a desire for confidentiality in reporting the incident.

Retaliation: A party engages in retaliatory action when he or she engages in revenge or reprisal in response to a complaint of sexual misconduct. Retaliation occurs when the Respondent personally engages in an act of reprisal or allows others to engage in acts of reprisal on their behalf. Retaliation includes, but is not limited to, threats of harm injury against the Complainant and, or witnesses, employment actions meant or to harm an employee Complainant or employee witnesses, adverse grading of student Complainants or student witnesses, or attempts to influence the testimony of witnesses by trying to discuss allegations with the witnesses during the pendency of an investigation and appeal.

Sex Discrimination: Occurs when an individual is treated less favorably on the basis of that person's sex (including gender), which may also include on the basis of sexual orientation, gender identity, or expression, pregnancy or pregnancy-related condition, or a sex stereotype. Sexual harassment, as defined in this Policy, is a form of sex discrimination.

Sexual Assault: Sexual assault is a form of sexual harassment. Sexual assault 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. In accordance with the Clery Act, sexual assault is any sexual act directed at another person, without consent of the victim, including instances where the victim is incapable of giving consent; and includes attempted sexual acts, fondling, incest, rape, and statutory rape.

Sexual Exploitation: Conduct where an individual takes non-consensual or abusive sexual advantage of another for their own benefit, or to benefit anyone other than the one being exploited. Examples of sexual exploitation include, but are not limited to, engaging in voyeurism; forwarding of pornographic or other sexually inappropriate material by email, text, or other channels to non-consenting students/groups; the intentional removal of a condom or other contraceptive barrier during sexual activity without the consent of a sexual partner; and any activity that goes beyond the boundaries of consent, such as recording of sexual activity, letting others watch consensual sex, or knowingly transmitting a sexually transmitted disease (STD) to another.

Sexual Harassment: In accordance with Title IX, sexual harassment means conduct on the basis of sex that satisfies one (1) or more of the following:

- A Del Mar College employee conditioning the provision of an aid, benefit, or service of Del Mar College on an individual's participation in unwelcome sexual conduct (i.e., quid pro quo sexual harassment);
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Del Mar College's education program or activity; or
- sexual assault, as defined in the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act); and dating violence, domestic violence, or stalking as defined in the Violence Against Women Reauthorization Act of 2013 (VAWA).

Note: Quid pro quo sexual harassment, Clery Act, and VAWA offenses are not evaluated for severity, pervasiveness, offensiveness, or denial of equal educational access because prohibiting such conduct presents no First Amendment concerns and such serious misconduct causes denial of equal educational access.

Examples of sexual harassment may include unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature by an employee, a student, or a third (3rd) party; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; rape; sexual assault; sexual battery; sexual coercion; dating violence, domestic violence, or stalking; and other sexually motivated conduct, communications, or contact.

Physical contact not reasonably construed as sexual in nature is not sexual harassment.

Sexual Misconduct: This term is broadly defined to encompass sex discrimination, sexual harassment, sexual assault, domestic violence, dating violence, stalking, and other Inappropriate Sexual Conduct.

Stalking: In accordance with the Violence Against Women Reauthorization Act of 2013 (VAWA), the term "stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others; or suffer substantial emotional distress. "Course of conduct" means two (2) or more acts including, but not limited to, acts in which the stalker directly, indirectly, or through third (3rd) 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. "Reasonable person" means a reasonable person under similar circumstances and with similar identities to the victim. "Substantial emotional distress" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

Supportive Measures: Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Supportive measures are designed to restore or preserve equal access to Del Mar College's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Del Mar College's educational environment, or deter sexual misconduct. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Del Mar College must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality will not impair Del Mar College's ability to provide the supportive measures. The appropriate Title IX coordinator or designee is responsible for coordinating the effective implementation of supportive measures.

A9.1.5 What To Do If You Are A Victim of Sexual Violence: Students and employees are advised of the following courses of action in the event of an incident of sexual misconduct.

- a. Your immediate personal safety is of the utmost importance. As soon as possible, following an incident of sexual violence, get to a place of safety.
- b. Contact the police at 911 as soon as possible after the assault has occurred. It is the decision of the person experiencing sexual violence in determining whether or not to file charges. It is important to note that where a charge is filed with the police, the State covers the cost of medical care provided at the emergency room. If a charge is not filed, the person experiencing sexual violence will be responsible for medical costs incurred. However, when a report is filed, you are NOT obligated to continue with the police criminal justice system or the campus disciplinary action process.
- c. Contact someone you trust to be with you and help you deal with any trauma you are experiencing. If you wish, you may contact the College's Counseling Center to assist you (361-698-1586). After business hours, contact Campus Security at (361) 698-1946. Your situation will be handled with confidentiality.
- d. It will be important to collect and preserve all evidence, where possible, within 24 hours of the attack of sexual violence. For example, do not change clothes or wash or dispose of clothes you were wearing at the time of the sexual violence incident. Do not wash, shower, or douche. If a change of clothing is unavoidable, put all clothing you were wearing at the time of the sexual violence incidence in a paper (not a plastic) bag. Until police have investigated the area where the incident occurred and dusted for fingerprints, avoid touching any smooth surfaces that the assailant may have touched.
- e. Document any injury you suffered either by photographing or by showing your injuries to someone you trust.
- f. Seek and obtain medical attention as soon as possible to treat any physical injury and obtain preventative treatment for possible sexually transmitted disease and other health services. Medical providers can also assist with preserving evidence documenting your injuries.
- g. In addition to seeking assistance from law enforcement, you can also take steps to protect yourself from the assailant by staying with friends or family after the act of sexual violence, letting your voicemail record telephone calls and messages, notifying the College of the incident in order to ensure the assailant is not allowed to have contact with you while on campus or at campus event.

A9.1.5.1 Reporting to the Appropriate Title IX Coordinator or Deputy Title IX Coordinator:

Del Mar College students and employees can contact the appropriate Title IX coordinator or deputy Title IX coordinator to report incidents of dating violence, domestic violence, gender-based harassment, retaliation, sex discrimination, sexual assault, sexual harassment, and stalking (hereafter referred to as "sexual misconduct").

Note: Reporting to any individual other than the appropriate Title IX coordinator or deputy Title IX coordinator does not constitute filing a formal complaint for the purposes of initiating the Title IX complaint resolution process. To initiate the Title IX complaint resolution process, the complainant must submit a formal complaint to the appropriate Title IX coordinator or deputy Title IX coordinator listed below. Additionally, to initiate the Title IX complaint resolution process, complainants cannot remain anonymous.

Del Mar College designates the following persons as Title IX coordinators and deputy Title IX coordinators

Title IX Coordinator

Tammy F. McDonald
Vice President for Administration and Human Resources
101 Baldwin Blvd.
Memorial Building, Heritage Campus Corpus Christi, TX 78404 tmcdonal1@delmar.edu
Phone: (361) 698-2177

Deputy Title IX Coordinators

District Employee Complaint Coordinator
Jerry Henry, SPHR, SHRM-SCP
Associate Vice President of Human Resources
101 Baldwin Blvd.
Memorial Building, Heritage Campus
Corpus Christi, TX 78404 jhenry12@delmar.edu
Phone: (361) 698-1088

District Student Complaint Coordinator
Rita Hernandez
Dean of Student Engagement and Retention
101 Baldwin Blvd.
Harvin Student Center,
Heritage Campus
Corpus Christi, TX 78404
rhernandez18@delmar.edu
Phone: (361) 698-1277

A9.1.5.2 Online Reporting Form: To file a complaint with the appropriate Title IX coordinator or deputy Title IX coordinator electronically, Del Mar College students and employees can submit the online form available at [Student Complaint of Sexual Misconduct Incident Form](#).

A9.1.5.3 Reporting to the Appropriate Official(s)

A9.1.5.3.1 Law Enforcement: For immediate notification to local law enforcement, dial 911. Contact information for local law enforcement agencies is also listed below.

Note: Reporting to the appropriate law enforcement official(s) does not constitute filing a formal complaint for the purposes of initiating the Title IX complaint resolution process. To initiate the Title IX complaint resolution process, the complainant must submit a formal complaint to the appropriate Title IX coordinator or deputy Title IX coordinator, as outlined in the "Reporting to the Appropriate Title IX Coordinator or Deputy Title IX Coordinator" (See A9.1.5.1).

If a complainant requests assistance with reporting to law enforcement, a Del Mar College official will help the complainant with that process. Additionally, complainants have the right not to report a crime or to decline to notify authorities, including law enforcement, if they so choose.

Corpus Christi Police Department

321 John Sartain St. Corpus Christi, TX 78401 Phone: (361) 886-2600

www.cctexas.com/police

San Patricio Sheriff's Office

300 N. Rachal Ave. Sinton, TX 78387

Phone: (361) 364-9600

<https://www.sanpatriciocountytx.gov/page/sheriff>

Nueces County Sheriff's Office

901 Leopard St.

Corpus Christi, TX 78401 Phone: (361) 887-2222

www.nuecesco.com/law-enforcement/sheriff

A9.1.5.3.2 Report to Internal Entities: To report an incident that occurred on a Del Mar College campus or property owned or controlled by Del Mar College, you may contact Campus Security as follows:

Campus Security

Heritage Campus

101 Baldwin Blvd.

Corpus Christi, TX 78404

Security: (361) 698-1946

Extension: 1946 on any campus phone

<https://delmar.edu/offices/police>

A9.1.5.3.3 Reporting to Outside Entities

You may also contact the following external agencies:

For students:

Office for Civil Rights

U.S. Department of Education

1999 Bryan Street, Suite 1620

Dallas, TX 75201-6810

Phone: (214) 661-9600

Fax: (214) 661-9587

For employees:

U.S. Equal Employment Opportunity Commission

Dallas District Office

207 S. Houston Street, 3rd Floor

Dallas, TX 75202

Phone: (800) 669-4000

Fax: (214) 253-2720

Texas Workforce Commission Civil Rights Division 101 E. 15th Street Room 144-T

Austin, TX 78778-0001

Phone: (512) 463-264

A9.1.5.4 Counseling and Supportive Services**A9.1.5.4.1 Del Mar College Counseling Office and Human Resources Office (HR)**

Note: Reporting to the Counseling Services Office or Human Resources Office (HR) does not constitute filing a formal complaint for the purposes of initiating the Title IX complaint resolution process. To initiate the Title IX complaint resolution process, the complainant must submit a formal complaint to the appropriate Title IX coordinator or deputy Title IX coordinator, as outlined in the "Reporting to the Appropriate Title IX Coordinator or Deputy Title IX Coordinator" section above.

Personal and group counseling sessions are offered free of charge to all currently enrolled Del Mar College students. Counseling sessions are confidential and conducted by licensed mental health professionals. Additionally, the Counseling Services Office can provide appropriate referrals to on- and off-campus resources for Del Mar College students. For more information, contact:

Del Mar College Counseling Center

Heritage Campus
101 Baldwin Blvd.
Harvin Student Center,
Room 233A
Corpus Christi, TX 78404
Phone: (361) 698-1586
Fax (361) 698-1649

Windward Campus
4101 Old Brownsville Rd.
Health Sciences Building 1 Room 262
Corpus Christi, TX 78405

Oso Creek Campus
7002 Yorktown Blvd.
Main Building Room 212
Corpus Christi, TX 78414

Del Mar College employees can contact the Human Resources Office (HR) for advocacy and support. HR can assist employees with appropriate accommodations and reporting to law enforcement. Additionally, HR provides appropriate resource information for off-campus resources. For more information, contact:

Office of Human Resources
101 Baldwin Blvd.
Memorial Building, Heritage Campus
Corpus Christi, TX 78404
Phone: (361) 698-1088

A9.1.5.4.2 External Confidential Support and Resources: Students may discuss an incident with Confidential Employees or an off-campus resource (e.g. rape crisis center, doctor, psychologist, clergyperson, etc.) without concern that the person's identity will be reported to the Title IX Officers. Employees may also seek assistance from their own personal health care provider, the clergyperson of their choice, or an off-campus rape crisis resource without concern that the person's identity will be reported to the Title IX Officers.

The community resources that provide confidential services are:

Behavioral Health Center of Nueces County
1233 Agnes Street
Corpus Christi, TX
24/7 psychiatric crisis hotline: 1-888-767-4493

Bayview Behavioral Hospital
6629 Wooldridge Road
Corpus Christi, TX
Crisis Line: (361) 986-8200

Christus Spohn Hospital
2606 Hospital Blvd.
Corpus Christi, TX
24/7 Crisis Line: 1-888-767-4493

Coastal Plains Community Center
Locations in Rockport, Beeville, Falfurrias, Alice, Kingsville, and Portland
24/7 Crisis Line: 1-800-841-6467

Crime Victim Services
3833 S. Staples St. #203
Corpus Christi, TX 78411
(361) 852-7540

Corpus Christi Hope House
658 Robinson St.
Corpus Christi, TX 78404-2521
(361) 852-2273

Sexual Assault Legal Services & Assistance
(888) 343-4414

Purple Door
813 Buford St.
Corpus Christi, TX 78404
(361) 881-8888 or (800)-580-4878

National Sexual Assault
24/7 Crisis Hotline (RAINN)
1-800-656-HOPE (4673)
Stalking Resource Center/National Center for Victims of Crime

Suicide and Crisis Lifeline
24/7 Crisis Line Call or Text: 988

A9.1.5.5 Anonymous Reports: In accordance with the Texas Education Code § 51.9365, Del Mar College students and employees can report sexual misconduct anonymously by submitting the online form available at [Student Complaint of Sexual Misconduct Incident Form](#). However, the submission of an anonymous electronic report may impair Del Mar College's ability to investigate and address the sexual misconduct. Additionally, to initiate the Title IX complaint resolution process, complainants cannot remain anonymous.

A9.1.5.6 Alternative Reporting Procedures: A student or employee will not be required to report sexual misconduct to the person alleged to have committed the conduct. Reports concerning sexual misconduct, including reports against the Title IX coordinators, may be directed to the College CEO.

A report against the College CEO may be made directly to the Board of Regents (Board). If a report is made directly to the Board, the Board will appoint an appropriate person to conduct the investigation.

A9.1.5.7 Timely Reporting: Reports of sexual misconduct should be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair Del Mar College's ability to investigate and address the sexual misconduct.

A9.1.5.8 Federal Statistical Reporting Obligations: Federal law requires that certain campus officials report incidents of sexual assault, domestic violence, dating violence and stalking solely for federal statistical reporting purposes. However, all personally identifiable information is kept confidential, but statistical information must be forwarded to campus law enforcement regarding the type of incident and the general location where it occurred for publication in the Campus Security

Report.

A9.1.5.9 Federal Timely Warning Reporting Obligations: Employees and students who have been subjected to acts of sexual violence should also be aware that federal law requires College administrators issue immediate timely warnings for incidents that are confirmed to pose a substantial threat of bodily harm or danger to members of the campus community. Under these circumstances, the Complainant's name and other identifying information is not disclosed, but the campus community will still be provided with enough information so that individuals can make safety decisions considering the immediate danger posed.

A9.1.5.10 Amnesty Policy for Del Mar College Students: In accordance with the Texas Education Code §51.284, Del Mar College 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 sexual misconduct as defined by this policy. This amnesty policy applies regardless of the location at which the incident occurred or the outcome of Del Mar College's disciplinary process regarding the incident, if any. This amnesty policy does not apply to a student who reports their own commission or assistance in the commission of sexual misconduct as defined by this policy.

A9.1.5.11 Privacy and Confidentiality: To the greatest extent possible, Del Mar College 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. Del Mar College will complete publicly available recordkeeping, including Clery Act reporting and disclosures, without inclusion of personally identifying information about the complainant. Additionally, Del Mar College must maintain as confidential any accommodations or supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality will not impair Del Mar College's ability to provide the accommodations or supportive measures.

A9.1.5.12 False Reports and Claims: A Del Mar College student who intentionally submits a false report, makes a false claim, or offers false statements will be subject to appropriate disciplinary action.

A Del Mar College employee who intentionally submits a false report, makes a false claim, offers false statements, or refuses to cooperate with a Del Mar College investigation regarding sexual misconduct will be subject to appropriate disciplinary action.

Charging an individual with a violation(s) for making a materially false statement in bad faith in the course of a complaint resolution proceeding does not constitute prohibited retaliation. However, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

A9.1.6 Informal Resolution Process

Del Mar College's Title IX complaint process is initiated by the alleged victim (hereafter referred to as the "complainant"), appropriate Title IX coordinator, or an official with authority to institute corrective measures on behalf of Del Mar College.

A9.1.6.1 To file a complaint, the complainant can contact the appropriate Title IX coordinator or deputy Title IX coordinator listed in the Reporting to the Appropriate Title IX Coordinator or Deputy Title IX Coordinator section of this procedure, or submit the online form available at [Student Complaint of Sexual Misconduct Incident Form](#).

If reported orally, the complaint will be reduced to writing by the appropriate Title IX coordinator or designee.

The complaint must be signed. If the complainant is not able or willing to sign the complaint, the appropriate Title IX coordinator or designee may sign the complaint in the complainant's stead.

A9.1.6.2 Supportive Measures: Once Del Mar College has actual knowledge of an allegation of dating violence, domestic violence, gender-based harassment, retaliation, sex discrimination, sexual assault, sexual harassment, and/or stalking (hereafter referred to as "sexual misconduct"), the

appropriate Title IX coordinator or designee will promptly contact the complainant and offer supportive measures (i.e., appropriate advocacy resources on and off campus).

These supportive measures and resources are available to the complainant whether or not they choose to file a formal complaint.

In the event a complaint is filed, and the appropriate Title IX coordinator or designee determines an investigation should be initiated, supportive measures will also be offered to the respondent.

A9.1.6.3 Initiation of Informal Resolution Process: Title IX permits the voluntary use of an informal resolution process after a formal complaint is filed at any time prior to a final determination being reached in the case. The parties must provide their voluntary consent in writing to participate in an informal resolution process.

Informal resolution is prohibited in any case where an employee is accused of engaging in sexual misconduct against a student.

Del Mar College 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.

Prior to initiating the informal resolution process, the appropriate Title IX coordinator will provide the parties with the required written notice of the allegations and a description of the parameters of the informal resolution process. This written notice will include a statement that either party is permitted to withdraw from the informal resolution process and resume the formal resolution process at any time prior to a final determination being reached in the case.

A9.1.6.4 Anticipated Time Frame for Informal Resolution Process: Del Mar College will endeavor to expedite all informal resolutions. Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for Del Mar College to delay its investigation, the informal resolution process should be completed within a reasonably prompt time frame. However, Del Mar College may temporarily delay or grant a limited extension of the time frame for good cause as long as both parties are notified in writing of the delay or extension and the reason(s) for the action.

The anticipated time frame from receipt of the formal complaint through the informal resolution process, culminating with both parties signing the Informal Resolution Agreement Form, is thirty (30) days.

A9.1.6.5 Phase 1 of the Informal Resolution Process:

A9.1.6.5.1 Meeting with Informal Resolution Facilitator: The appropriate Title IX coordinator or designee will assign an informal resolution facilitator to coordinate the informal resolution process. Del Mar College may outsource the facilitator at their discretion.

A9.1.6.5.2 The informal resolution facilitator will meet separately with both parties and their respective advisors (if the parties elect to provide their own advisors during the informal resolution process) and explain the Title IX complaint and informal resolution processes. The informal resolution facilitator will inform the parties that an informal resolution is permissible if both parties choose to participate in and willingly consent to this type of resolution in writing. The informal resolution facilitator will notify both parties that either party is permitted to withdraw from the informal resolution process and resume the formal complaint process at any time prior to a final determination being reached in the case.

A9.1.6.5.3 Both parties will have to agree in writing indicating they are voluntarily and willingly consenting to pursue the informal resolution process at this time. This form serves as written notice to both parties that they are permitted to withdraw from the informal resolution process and resume the formal complaint process at any time prior to a final determination being reached in the case. Additionally, this form stipulates that the matter will be closed once a final determination is reached and informs the parties that the formal process will not be re-initiated once both parties agree to the final determination in writing.

A9.1.6.5.4 If either party chooses to withdraw from the informal resolution process, they will be

required to do so in writing. This process must be completed prior to a final determination being reached and both parties signing the Informal Resolution Agreement Form.

A9.1.6.6 Phase 2 of the Informal Resolution Process: Informal Resolution Agreement

A9.1.6.6.1 After meeting with both parties and their respective advisors (if the parties elect to provide their own advisors during the informal resolution process) separately to ascertain the parameters for an informal resolution agreement, the informal resolution facilitator will present the Informal Resolution Agreement Form to both parties and clearly explain the informal resolution terms.

A9.1.6.6.2 Both parties and their respective advisors (if the parties elect to provide their own advisors during the informal resolution process) will be notified simultaneously in writing of the completed Informal Resolution Agreement Form and allowed ten (10) days to review and respond to the document.

A9.1.6.6.3 Any edits made to the Informal Resolution Agreement Form by either party and/or the informal resolution facilitator will be simultaneously sent in writing to both parties and their respective advisors (if the parties elect to provide their own advisors during the informal resolution process).

A9.1.6.6.4 If, after ten (10) days, both parties agree to the informal resolution terms, including any edits made by either party and/or the informal resolution facilitator during the review period, they will sign the final Informal Resolution Agreement Form. Both parties and their respective advisors (if the parties elect to provide their own advisors during the informal resolution process) will be provided an electronic and hard copy of the signed Informal Resolution Agreement Form for their respective records by the informal resolution facilitator or appropriate Title IX coordinator or designee.

A9.1.6.6.5 Once the final Informal Resolution Agreement Form is signed, the matter will be closed, the resolution will be non-appealable, and the formal complaint process will not be re-initiated.

A9.1.7 Formal Resolution Process

A9.1.7.1 Receipt of Complaint: Del Mar College's Title IX complaint process is initiated by the alleged victim (hereafter referred to as the "complainant"), appropriate Title IX coordinator, or an official with authority to institute corrective measures on behalf of Del Mar College.

A9.1.7.2 To file a complaint, the complainant can contact the appropriate Title IX coordinator or deputy Title IX coordinator listed in the Reporting to the Appropriate Title IX Coordinator or Deputy Title IX Coordinator section of this handbook, or submit the online form available at [Student Complaint of Sexual Misconduct Incident Form](#).

If reported orally, the complaint will be reduced to writing by the appropriate Title IX coordinator or designee.

The complaint must be signed. If the complainant is not able or willing to sign the complaint, the appropriate Title IX coordinator or designee may sign the complaint in the complainant's stead.

A9.1.7.3 Supportive Measures: Once Del Mar College has actual knowledge of an allegation of dating violence, domestic violence, gender- based harassment, retaliation, sex discrimination, sexual assault, sexual harassment, and/or stalking (hereafter referred to as "sexual misconduct"), the appropriate Title IX coordinator or designee will promptly contact the complainant and offer supportive measures (i.e., appropriate advocacy resources on and off campus).

These supportive measures and resources are available to the complainant whether or not they choose to file a formal complaint.

In the event a complaint is filed, and the appropriate Title IX coordinator or designee determines an investigation should be initiated, supportive measures will also be offered to the respondent.

A9.1.7.4 Anticipated Time Frame for Formal Resolution Process

A9.1.7.4.1 Del Mar College will endeavor to expedite all formal complaint investigations and resolutions. Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for Del Mar College to delay its investigation, the formal complaint process should be completed within a reasonably prompt time frame. However, Del Mar College may temporarily delay or grant a limited extension of the time frame for good cause as long as both parties are notified in writing of the delay or extension and the reason(s) for the action.

A9.1.7.4.2 The anticipated time frame from receipt of the formal complaint through the investigation and live hearing phases, culminating with the hearing officer's Written Determination of Responsibility, is 60 days.

A9.1.7.4.3 The anticipated time frame for the appeal process phase, culminating with the appeal decision-maker's Appeal Determination or the CEO or designee's decision (in cases where expulsion of a student or termination of an employee is recommended), is 45 days.

A9.1.7.5 Phase 1 of the Formal Resolution Process: Determination to Proceed with an Investigation

A9.1.7.5.1 The appropriate Title IX coordinator or designee will determine whether the allegation(s):

- occurred while participating in or attempting to participate in Del Mar College's education program or activity;
- impacted a person in the United States; and/or
- if proven, would meet the definition of sexual misconduct.

A9.1.7.5.2 The alleged conduct must be so severe, pervasive, or objectively offensive that it limits or denies a student's ability to participate in or benefit from an educational program or activity.

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

A9.1.7.5.3 If the allegations in the complaint meet the criteria defined above, the appropriate Title IX coordinator or designee will assign an appropriate individual(s) to investigate the complaint.

A9.1.7.5.4 If the allegation(s) should be addressed through another Del Mar College process, the Title IX coordinator or designee will forward the complaint to the appropriate party.

A9.1.7.5.5 Dismissal of Complaint: If the allegations in the formal complaint do not meet one (1) or more of the criteria listed above, the complaint will be dismissed. Additionally, Del Mar College may dismiss a complaint at any time if:

- the complainant would like to withdraw the complaint;
- the respondent is no longer enrolled at or employed by Del Mar College; or
- specific circumstances prevent Del Mar College from gathering evidence sufficient to reach a determination.

If a complaint is dismissed for any of the reasons above, the appropriate Title IX coordinator or designee will notify the parties in writing of the reason(s) for the dismissal.

Even if a formal complaint is dismissed for any of the reasons above, the appropriate Title IX coordinator or designee may refer the alleged incident to the student disciplinary process or employee general complaint process for appropriate investigation and resolution. For more information on the student disciplinary process, contact the Dean of Student Engagement and Retention Office at (361) 698-1277. For more information on the employee general complaint process, contact the Human Resources Office (HR) at (361) 698-1088 or hr@delmar.edu.

A9.1.7.5.5.1 Appealing the Complaint Dismissal: Either the complainant or respondent may appeal any dismissal of the complaint on the following grounds by submitting a written request to the appropriate Title IX coordinator or designee:

- procedural irregularity that affected the outcome;
- new evidence not reasonably available that could affect the outcome; and/or
- conflict of interest or bias by Del Mar College's participants that affected the outcome.

The non-appealing party will be notified the other party has appealed and will be allowed to submit a written statement in response.

A9.1.7.5.5.2 Dismissal of Complaint Appeal Procedures:

- The appropriate Title IX coordinator or designee will assign an individual(s) from the pool of hearing officers to conduct the dismissal of complaint appeal. For more information on hearing officers, see the Hearing Officer section under A9.1.7.7 of the Formal Complaint Process: Live Hearing below.
- The hearing officer will be free from conflicts of interest or bias for or against the parties.
- The hearing officer will conduct a prompt, fair, impartial, unbiased, and equitable process from receipt of the dismissal of complaint appeal to the submission of the Decision Regarding Dismissal of Complaint Appeal.
- The appropriate Title IX coordinator or designee will forward all information regarding the formal complaint, reason(s) for dismissal, appeal of the dismissal, and the non-appealing party's written statement to the hearing officer.
- The hearing officer will review the documentation and may, at their discretion, meet separately with the complainant and/or respondent.
- The hearing officer will consider whether the dismissal of the complaint is appropriate and will write a rationale explaining their decision. The hearing officer will then notify the parties and appropriate Title IX coordinator or designee in writing whether the dismissal of the complaint is upheld or overturned.

If the dismissal of the complaint is overturned, the appropriate Title IX coordinator or designee will re-initiate the Title IX complaint resolution process at the appropriate level. The Title IX complaint resolution process will resume at the same point it ended when the complaint was dismissed.

If the dismissal of the complaint is upheld, the hearing officer's determination is final and non-appealable. However, the appropriate Title IX coordinator or designee may still refer the alleged incident to the student disciplinary process or employee general complaint process for appropriate investigation and resolution. For more information on the student disciplinary process, contact the Dean of Student Engagement and Retention Office at (361) 698-1277. For more information on the employee general complaint process, contact the Human Resources Office (HR) at (361) 698-1088 or hr@delmar.edu.

A9.1.7.6 Phase 2 of the Formal Resolution Process: The Investigation

A9.1.7.6.1 Investigator: Del Mar College will maintain a pool of investigators consisting of members of the Dean of Student Engagement and Retention Office and any other appropriately trained investigators designated by Del Mar College. The appropriate Title IX coordinator or designee will assign an individual(s) from the pool of investigators to investigate the complaint.

- All investigators will receive appropriate training on at least an annual basis to function in this role.
- The investigator will be free from conflicts of interest or bias for or against the complainant or respondent (hereafter referred to as "the parties").
- The investigator will conduct a prompt, fair, impartial, unbiased, and equitable process from the initial investigation to the submission of the Investigation Report.
- Throughout the investigation, the burden of gathering evidence and burden of proof will fall on Del Mar College and the investigator, not the parties.

A9.1.7.6.2 Initiating the Investigation: The investigator will send an initial written notice containing details of the complaint and allegation(s) to both parties at the onset of the investigation.

The respondent will be presumed to be not responsible for the alleged sexual misconduct until a written determination is made at the conclusion of the Title IX complaint process. This presumption will be stated in the initial written notice provided to both parties at the onset of the investigation.

A9.1.7.6.3 Advisors' Roles During the Investigation Phase: In accordance with Title IX, both parties will have equal right to be accompanied by an advisor of their choice to interviews, meetings, and hearings with the investigator. Del Mar College will not provide an advisor for either party during this phase of the Title IX complaint process. Del Mar College retains the right to limit the role of both parties' advisors in interviews, meetings, and hearings with the investigator.

A9.1.7.6.4 Interim Action(s) and Temporary Removal(s): If, after engaging in an individualized safety and risk analysis, the investigator determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegation of sexual misconduct justifies the temporary removal of the respondent, the investigator may recommend interim action(s) to the appropriate Title IX coordinator or designee. If the appropriate Title IX coordinator or designee approves the interim action(s), the investigator will provide the respondent with written notice of the interim action(s).

The investigator will meet with the respondent to discuss and explain the interim action(s). If the interim action(s) include a temporary removal (e.g., temporary immediate suspension, temporary removal from Del Mar College, temporary employee administrative leave):

- The investigator will explain to the respondent their right to challenge the interim action(s) immediately after the temporary removal.

If the respondent chooses to challenge the temporary removal and submits a challenge in writing, the investigator will submit it to the Title IX Coordinator or Title IX Deputy Coordinator along with a brief rationale explaining the individualized safety and risk analysis utilized to arrive at the interim action(s). The Title IX Coordinator or Title IX Deputy Coordinator will review the documentation, consider whether the removal is appropriate, and write a rationale explaining their decision. The Title IX Coordinator or Title IX Deputy Coordinator will then notify the parties and investigator in writing whether the removal is upheld or overturned.

A9.1.7.6.5 Investigative Interviews, Meetings, or Hearings: The investigator will meet separately with the parties, their respective advisors (if the parties elect to provide their own advisors during this phase), and witnesses.

The investigator will send written notice of any investigative interviews, meetings, or hearings to both parties and afford them sufficient time to prepare for these events.

During the initial interview, meeting, or hearing, with the parties and their respective advisors (if the parties elect to provide their own advisors during this phase), the investigator will:

- notify the parties and their respective advisors (if the parties elect to provide their own advisors during this phase) of their rights and options, including their right to file a complaint with the U.S. Department of Education Office for Civil Rights (OCR);
- explain the preponderance of the evidence standard (i.e., more likely than not to have occurred);
- provide a list of potential disciplinary sanctions and remedies. The investigator will review and explain this document and answer any questions regarding the potential disciplinary sanctions and remedies; and
- explain the informal resolution provisions outlined in the Informal Resolution section of this handbook.

The parties will have equal opportunity to present witnesses (including both fact and expert witnesses), inculpatory evidence (i.e., evidence that can establish an individual's involvement in an act or guilt), and exculpatory evidence (i.e., evidence that can exonerate an individual).

The investigator will not restrict the ability of either party or their respective advisors (if the parties elect to provide their own advisors during this phase) to discuss the allegations and gather or present relevant evidence.

A9.1.7.6.6 Authorization to Obtain Treatment Records: The investigator will not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the investigator first obtains the party's voluntary, written consent to do so.

A9.1.7.6.7 Investigation Report: At the conclusion of the investigation, the investigator will write an Investigation Report that fairly summarizes the investigation and includes all evidence. The investigator will send the parties and their respective advisors (if the parties elect to provide their own advisors during this phase) the Investigation Report in electronic format or hard copy, and will give them 10 days to respond to the document prior to finalizing it.

The investigator will complete the finalized Investigation Report at least 10 days prior to the live hearing. The parties and their respective advisors (if the parties elect to provide their own advisors during this phase) will be notified simultaneously in writing of the final investigation findings, and a copy of the finalized Investigation Report will be sent to them in electronic format or hard copy by the investigator or appropriate Title IX coordinator or designee.

A9.1.7.7 Phase 3 of the Formal Resolution Process: Live Hearing

The investigation will be followed by a live hearing.

The parties and their respective advisors will be notified simultaneously in writing of the date, time, and place of the live hearing.

If a party is unable to obtain an advisor for the live hearing, Del Mar College will provide one (1) free of charge for the purpose of conducting cross-examination for the party. The appropriate Title IX coordinator or designee will assign an appropriate advisor to the party for the live hearing.

A9.1.7.7.1 Hearing Officer:

- The hearing officer will serve as the first (1st) decision-maker in the formal Title IX complaint process.
- Del Mar College will maintain a pool appointed hearing officers. The hearing officers will not be the Title IX coordinators, deputy Title IX coordinators, investigators, or hearing officer who made a determination in the complaint dismissal appeal, if applicable.
- The appropriate Title IX coordinator or designee will assign an individual(s) from the pool of hearing officers to conduct the live hearing. Del Mar College may utilize outside resources as the hearing officer.
- All hearing officers will receive appropriate training on at least an annual basis to function in this role. The hearing officer will be free from conflicts of interest or bias for or against the parties.
- The hearing officer will conduct a prompt, fair, impartial, unbiased, and equitable process from the live hearing to the submission of the Written Determination of Responsibility.

A9.1.7.7.2 Live Hearing Procedures: The Title IX Coordinator or Title IX Deputy Coordinator can determine to conduct the live hearing in person or by video conference.

- Specific procedures for the live hearing, including time limits for statements, rebuttal, and cross-examination, will be provided to the complainant, respondent, and their respective advisors prior to the live hearing.
- The live hearing will be conducted by the hearing officer on the specified date and time to hear from the complainant, respondent, their respective advisors, and witnesses. Live hearings will be conducted in a designated room at the Del Mar College East Campus.
- At either party's request, the hearing officer will provide the parties with separate rooms and the use of appropriate technology so the hearing officer, the parties, and their respective advisors can simultaneously see and hear all questions.
- The hearing officer must make an audio recording, video recording, or transcript of the live hearing. The hearing officer will make the audio recording, video recording, or transcript available to the parties for inspection and review after the conclusion of the live hearing.
- The hearing officer will permit each party's advisor to ask the other party and all witnesses any relevant questions and follow-up questions, including those bearing on credibility. Cross-examination will be conducted directly, orally, and in real time by the parties' respective advisors and never by the parties personally.
- Advisors' roles will not be limited when cross-examination is permitted during the live hearing. However, the hearing officer has the responsibility to determine the relevancy of questions and explain in real time any decision not to permit a question. Questions and evidence concerning a complainant's sexual predisposition or prior sexual behavior are irrelevant and not permitted, unless these questions are offered to prove that someone other than the respondent committed the alleged misconduct or to prove consent.
- If a party or witness refuses to submit to cross-examination, the hearing officer is required to ignore that individual's statement and reach a decision based on the remaining body of relevant evidence. However, the hearing officer is not permitted to draw an adverse inference based on the mere fact that an individual refused to submit to cross-examination.

A9.1.7.7.3 Written Determination of Responsibility: After the live hearing, the hearing officer will deliberate on the evidence provided and determine responsibility using the preponderance of the evidence standard (i.e., more likely than not to have occurred). The hearing officer will compose a Written Determination of Responsibility which will:

- identify the allegation(s) at issue;
- describe the procedural steps taken throughout the case;
- detail the findings of fact supporting the hearing officer's determination;
- enumerate the conclusions regarding application of Del Mar College's Title IX policy;
- contain a detailed statement and rationale as to the determination for each allegation;
- clearly state any disciplinary sanctions being imposed (or recommended in the case of expulsion of a student or termination of an employee) on the respondent and any remedies that must be provided to the complainant; and
- describe the procedures and permissible grounds for appeal.

The hearing officer or appropriate Title IX coordinator or designee will send the Written Determination of Responsibility simultaneously to the parties and their respective advisors in electronic format or hard copy along with information about how to file an appeal.

The Written Determination of Responsibility will become final when:

- the stated time period to file an appeal has passed for both parties and neither party appeals, or
- the parties are notified that the hearing officer's determination was upheld after the appeal process has been exhausted for both parties.

A9.1.7.7.4 Potential Penalties Imposed on a Respondent: The hearing officer may impose the following penalties on a student respondent or other penalties, as appropriate:

- Reprimand;
- Loss of privileges
 - Removal from elected or appointed office;
 - Loss of privileges which may be consistent with the offense committed and the rehabilitation of the student.
 - Restriction from specific college buildings, areas, or facilities;
 - No contact with designated person;
 - Academic registration block; or
 - Loss of college privileges, including social or co-curricular privileges.
- Disciplinary probation with or without loss of designated privileges for a specified period of time. The violation of the terms of disciplinary probation or the infraction of any College rule during the disciplinary action will result in automatic suspension.
- Suspension for a definite period of time; and
- Recommendation for Expulsion.

The hearing officer may impose the following penalties on an employee respondent or other penalties, as appropriate:

- Coaching and Counseling,
- Written Disciplinary Action,
- Unpaid Administrative Leave, and
- Recommendation for Termination

A9.1.7.7.5 Potential Remedies Provided to Complainants: If a respondent is found to be responsible for committing sexual misconduct, Del Mar College must effectively implement remedies for the complainant that are designed to restore or preserve the complainant's right to equal access to education.

Remedies the hearing officer can offer to a student complainant include, but are not limited to:

- Campus Change if course work is available at a different Del Mar College location;
- Class Schedule Change;
- Drop a Course Without an Academic Penalty;
- Increased Security and Staff Monitoring of Certain Areas of the Campus;
- Information Regarding and Referrals to the Appropriate Agency for a No-Contact Order, Order of Protection,
- Restraining Order, or Similar Lawful Order through a Civil, Criminal, or Tribal Court;
- Late Withdrawal from a Course;
- No Contact Directive Issued by Del Mar College;
- Referral to Appropriate Medical Facility;
- Referral to Appropriate Off-Campus Resources;
- Referral to Del Mar College Campus Security Department and/or Local Law Enforcement Agency;
- Referral to Counseling Services;
- Specific Educational Programming for an Individual or Group;
- Student Employment Assignment Change; and

Remedies the hearing officer can offer to an employee complainant include, but are not limited to:

- Increased Security and Staff Monitoring of Certain Areas of the Campus;
- Information Regarding and Referrals to the Appropriate Agency for a No-Contact Order, Order of Protection,
- Restraining Order, or Similar Lawful Order through a Civil, Criminal, or Tribal Court;
- No Contact Directive Issued by Del Mar College;
- Referral to Appropriate Medical Facility;
- Referral to Appropriate Off-Campus Resources;
- Referral to Del Mar College Security Department and/or Local Law Enforcement Agency;
- Specific Educational Programming for an Individual or Group; and
- Work Schedule Reassignment.

A9.1.7.8 Phase 4 of the Formal Resolution Process: Appeal

Either the complainant or respondent may appeal the hearing officer's determination on the following grounds by submitting a written request to the appropriate Title IX coordinator within ten (10) College District business days of the hearing officer's decision:

- procedural irregularity that affected the outcome;
- new evidence not reasonably available that could affect the outcome; and/or
- conflict of interest or bias by Del Mar College's participants that affected the outcome.

The non-appealing party will be notified the other party has appealed and will be allowed to submit a written statement in response.

A9.1.7.8.1 Appeal Decision-Maker: The appeal decision-maker will be an appropriate college official. The appeal decision-maker will not be the same individual who served as the hearing officer during the live hearing. Additionally, the appeal decision-maker(s) will not be the Title IX coordinators, deputy Title IX coordinators, or investigators.

All appeal decision-makers will receive appropriate training on at least an annual basis to function in this role. The appeal decision-maker will be free from conflicts of interest or bias for or against the parties.

The appeal decision-maker will conduct a prompt, fair, impartial, unbiased, and equitable process from the appeal to the submission of the Appeal Determination.

A9.1.7.8.2 Appeal Procedures: The appropriate Title IX coordinator or designee will forward all information regarding the investigation, Investigation Report, and hearing officer's Written Determination of Responsibility to the appeal decision-maker.

The appeal decision-maker will review the records and evidence and may, at their discretion, meet separately with the complainant and their advisor, the respondent, and their advisor, and/or witnesses.

A9.1.7.8.3 Appeal Determination: After the appeal, the appeal decision-maker will deliberate on the evidence provided and make a determination using the preponderance of the evidence standard (i.e., more likely than not to have occurred). The appeal decision-maker will compose an Appeal Determination, which will describe the:

- appeal and rationale for the determination, and
- procedures and permissible grounds for appeal.

The appeal decision-maker or appropriate Title IX coordinator or designee will send the Appeal Determination simultaneously to the parties and their respective advisors in electronic format or hard copy along with information about how to file an appeal, if applicable.

The appeal decision-maker's determination is final and non-appealable except when expulsion of a student or termination of an employee is recommended.

A9.1.7.8.4 Expulsion and Termination Appeals to the Chief Executive Officer (CEO) or Designee:

In cases where expulsion of a student or termination of an employee is recommended, either the complainant or respondent may appeal the appeal decision-maker's determination by submitting a written request to the appropriate Title IX coordinator or designee within ten (10) College District business days of the appeal decision-maker's determination.

The non-appealing party will be notified the other party has appealed and will be allowed to submit a written statement in response.

The appropriate Title IX coordinator or designee will forward all information regarding the investigation, Investigation Report, hearing officer's Written Determination of Responsibility, and appeal decision-maker's Appeal Determination to the CEO or designee.

The CEO or designee will review the records and evidence and may, at their discretion, meet separately with the complainant and their advisor, the respondent, and their advisor, and/or witnesses.

The CEO or designee will deliberate on the evidence provided and make a determination to affirm, modify, or reverse the recommendation for expulsion or termination.

The CEO or designee or appropriate Title IX coordinator or designee will simultaneously notify the parties and their respective advisors in writing of the CEO or designee's decision within ten (10) College District business days.

The CEO or designee's decision is final and non-appealable.

A9.1.7.8.5 Appeals to the Board of Regents: In cases where the complainant or respondent is the Chief Executive Officer (CEO), either the complainant or respondent may appeal the appeal decision-maker's determination by submitting a written request to the Chair of the Board of Regents within ten (10) College District business days of the appeal decision-maker's determination.

A9.1.7.8.6 Disclosure of Results of Disciplinary Proceeding: Upon written request, Del Mar College will disclose to the alleged victim of a crime of violence, as defined in Title 18, § 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 Del Mar College against a student or employee who is the alleged perpetrator of such crime or offense. If the alleged victim is deceased as a result of such crime or offense, Del Mar College will treat the victim's next of kin as the alleged victim.

A9.1.7.8.7 Other Policies Not Applicable: Unless expressly referenced in this policy, the requirements of any other policy or provision relating to rights or procedures for filing and hearing of a grievance or an appeal, or specifying a time within which a grievance or appeal must be filed or heard, are overruled as inapplicable to sexual violence complaints.

A9.1.7.8.8 Extension of Time Limits: During the pendency of the investigation and appeal process, any party may request an extension of time limits stated herein to deal with emergent exigencies. A request for an extension of time limits shall be submitted to and approved by the College CEO during the investigation stage, or the independent arbitrator during the appeal stage. If the CEO is the Respondent, any such request must be made to the Board of Regents. All parties must be advised of any approved request by the party granting the request.

A9.1.8 Information for Del Mar College Employees

A9.1.8.1 Employees' Duty to Report: Note: Submitting a mandatory report for incidents of sexual misconduct does not constitute filing a formal complaint for the purposes of initiating the Title IX complaint resolution process. To initiate the Title IX complaint resolution process, the complainant must submit a formal complaint to the appropriate Title IX coordinator or deputy Title IX coordinator, as outlined in the "Reporting to the Appropriate Title IX Coordinator or Deputy Title IX Coordinator" section in this document.

A9.1.8.1.1 In accordance with the Texas Education Code §51.252, a Del Mar College employee who, in the course and scope of employment, witnesses or has knowledge of information regarding the occurrence of an incident that the employee reasonably believes constitutes dating violence, sexual assault, sexual harassment, or stalking and is alleged to have been committed by or against a person who was a student enrolled at or an employee of Del Mar College at the time of the incident will promptly report the incident to Del Mar College'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.

A9.1.8.1.2 In accordance with the Texas Education Code §51.252, an employee of Del Mar College who is designated by Del Mar College as a person with whom students may speak confidentially concerning dating violence, sexual assault, sexual harassment, or stalking, 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 subsection does not affect the employee's duty to report an incident under any other law.

A9.1.8.2 Filing a Report: Del Mar College employees can report in writing or via email to following:

Title IX Coordinator

Tammy F. McDonald
Vice President for Administration and Human Resources
101 Baldwin Blvd.
Memorial Building, Heritage Campus
Corpus Christi, TX 78404
tmcdonal1@delmar.edu
Phone: (361) 698-2177

Deputy Title IX Coordinators:

District Employee Complaint Coordinator

Jerry Henry, SPHR, SHRM-SCP
Associate Vice President of Human Resources
101 Baldwin Blvd.
Memorial Building, Heritage Campus
Corpus Christi, TX 78404
jhenry12@delmar.edu
Phone: (361) 698-1088

District Student Complaint Coordinator

Rita Hernandez
Dean of Student Engagement and Retention
101 Baldwin Blvd.
Harvin Student Center, Heritage Campus
Corpus Christi, TX 78404
rhernandez18@delmar.edu
Phone: (361) 698-1277

A9.1.8.3 Failure to Report: An employee that fails to report an act of sexual misconduct or knowingly makes a false report under Texas Education Code § 51.252, could be subject to termination.

A9.1.8.4 Exceptions: A Del Mar College employee is not required to make a report under this section concerning:

- an incident in which the employee was a victim of dating violence, sexual assault, sexual harassment, or stalking; or
- 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 Del Mar College or by a student organization affiliated with Del Mar College.

Discrimination/Harassment

B7.19 Discrimination and Harassment Complaint Policy for Students: Del Mar College, in its continuing effort to seek equity in education and act in compliance with federal and state law, provides a complaint procedure for the prompt and equitable investigation and resolution of complaints of unlawful retaliation, or discrimination and/or harassment of students based on their race, color, age, national origin, religion, disability, veteran or military status.

This complaint procedure excludes complaints that are covered in the District's Policy **B9.1 Prohibiting Sexual Misconduct** that constitute the grievance procedures for complaints alleging unlawful sex discrimination and sexual misconduct as required under Title IX of the Education Amendments of 1972.

As used herein, "complaint" is synonymous with "grievance." This procedure may be used by any student of the College.

A7.19.1 Discrimination, Harassment and Retaliation Complaints: The Discrimination, Harassment and Retaliation Complaint procedure provides a process through which the College may receive, respond to, and prevent incidents of alleged retaliation or discrimination and, or harassment of students based on their race, color, age, national origin, religion, disability, veteran or military status.

A7.19.2 Exclusion: Student grievances and general complaints that do not contain allegations of retaliation, discrimination, or harassment based on the student's race, color, sex (including pregnancy, gender identity/ transgender status, sexual orientation), age, national origin, religion, disability, veteran or military status are excluded from this process. Such complaints will be addressed under B7.12 for student issues that do not contain complaints of retaliation, discrimination or sexual harassment. Complaints of sexual violence will be addressed under the District's Policy Prohibiting Sexual Violence (B9.1).

A7.19.3 District Student Complaint Coordinator: The District Student Complaint Coordinator, who is the Dean of Student Engagement and Retention, shall receive any complaint of alleged retaliation, discrimination or harassment as identified herein, assist the Complainant in the use of the complaint form and provide the Complainant with information about various internal and external mechanisms through which the complaint may be filed, including applicable time limits, if any, for filing with external agencies. The District Student Complaint Coordinator may identify a designee to receive, and, or assist with the investigation of complaints. If any Del Mar College employee receives a complaint of retaliation, discrimination or harassment from a student, he or she will immediately notify the District Student Complaint Coordinator of the complaint.

A7.19.4 Complainant's Rights: The Complainant is always free to file a complaint with any appropriate state or federal agency at any point during the complaint process.

A7.20 Confidentiality and Freedom from Reprisal or Retaliation: Complaints involve sensitive student matters and potential personnel matters. All parties involved in a complaint shall take the process seriously and respect the rights of privacy of the Complainant, the Respondent, the reviewer(s) and any witnesses or parties engaged in the complaint process. Del Mar College will endeavor to maintain confidentiality to the extent permitted by law. There will be no retaliation, interference, or harassment toward any party to a complaint. Should a Complainant or witness experience any reprisal or retaliation as a result of filing a complaint pursuant to this section, the Complainant should immediately report the retaliatory action to the District Student Complaint Coordinator for intake, investigation and resolution as provided herein.

A7.21 Definitions

A7.21.1 Discrimination on the Basis of Protected Characteristic(s): Discrimination occurs where action adversely affecting the student's education is taken against a student by another student or Del Mar College employee, including Del Mar College administration, faculty or staff, or third parties participating in activities, work or programs of Del Mar College based on the student's race, color, sex (including pregnancy, gender identity/transgender status, sexual orientation), age, national origin, religion, disability, veteran or military status.

A7.21.2 Harassment on the Basis of Protected Characteristic(s): Harassment is conduct of an oral, written, graphic or physical nature directed towards a student by another student or Del Mar College employee, including Del Mar College administration, faculty or staff, or third parties participating in activities, work or programs of Del Mar College based on the student's race, color, sex (including pregnancy, gender identity/ transgender status, sexual orientation), age, national origin, religion, disability, veteran or military status that is sufficiently severe, pervasive, or persistent so as to unreasonably interfere with the student's education such that an intimidating, hostile, or offensive environment is created.

A7.21.3 Retaliation: Retaliation occurs when action is taken against a student because the student filed a complaint of discrimination or harassment as provided by this policy, filed an OCR charge of discrimination or harassment, participated as a witness in an investigation pursuant to this policy, or brought/participated in a lawsuit of discrimination or harassment.

A7.21.4 Complainant: The Complainant is the student who initiates a complaint of retaliation, discrimination or harassment pursuant to **A7.23**.

A7.21.5 Respondent: The Respondent is the student or employee named in a complaint of retaliation, discrimination or harassment, initiated pursuant to **A7.23**, as having engaged in retaliation, discrimination or harassment against the Complainant.

Policy Carrying Handguns On Campus by License Holder

B10.1.1 Purpose and Authority: Del Mar College recognizes and enforces state law regulating firearms on campus.

Senate Bill 11 was passed by the Texas Legislature and signed into law on June 16, 2015, and made **effective for Community Colleges August 1, 2017**. This bill added Section 411.2031 to Chapter 411 of the Texas Government Code.

This policy is designed to be in compliance with Senate Bill 11 (Chapter 411 Section 411.2031 of the Texas Government Code) and to inform faculty, staff, students, and visitors of policy regarding the carrying of concealed handguns on campus by individuals who are licensed to carry a handgun and to address the safety, security, health and welfare of the college community. Individuals who do not have a valid license to carry a handgun are currently and will continue to be prohibited from carrying a handgun on campus.

The chief executive officer (CEO) of the Del Mar College District shall establish reasonable rules, regulations, or other provisions regarding the carrying of concealed handguns by license holders on the campus or on premises located on campus. The CEO may amend the provisions as necessary for campus security. The provisions take effect as determined by the CEO unless subsequently amended by the Board of Regents. No other College employee, student, council, committee, or student group may declare areas as prohibited campus locations.

B10.1.2 Scope: This policy applies to all individuals who attend classes, work, conduct business, or visit any Del Mar College campus, including but not limited to students, employees, consultants, visitors, patients, clients, volunteers, contractors, commercial tenants, or vendors. This policy does not apply to peace officers as defined in Article 2.12 of the Texas Code of Criminal Procedure, and does not apply to military service members or officers, inspectors, or investigators employed by a federal agency who are carrying a weapon in the discharge of official duties.

B10.1.3 Statement of Policy and Policy Violation: A handgun license holder under Chapter 411, Texas Government Code, may carry a concealed handgun on or about the license holder's person while the license holder is on the College campus or in a College vehicle, unless prohibited by state or federal law, or this policy.

The College enforces state law regulating firearms on campus. This enforcement occurs in two ways. First, College security or applicable law enforcement agencies will investigate and take appropriate action, including referral for criminal prosecution when violations occur. Second, the College will consider any violation of state law regulating firearms to be a violation of College policy.

Intentional reveal of a handgun on campus is prohibited. Any such incident is a criminal offense under Texas law and will be grounds for disciplinary action under DMC policy applicable to faculty, staff, and students. Texas Penal Code Section 30.06.

Failure to comply with this policy may result in disciplinary action up to and including termination or dismissal from the College under policy applicable to students, staff, and faculty.

The open carrying of a handgun on campus is prohibited by law.

The CEO or the CEO's designee is responsible for maintaining a **comprehensive list of prohibited campus locations**.

A10.1.4 Enforcement and Reporting: The primary responsibility for enforcement of this policy lies with Del Mar College Police Department. To report a concern or potential violation, immediately contact DMC Police Department at (361) 698-2900 or in an emergency call 911.

A10.1.5 Definitions: The following definitions apply to terms referenced herein.

1. **Adjudicatory** - Locations used for formal proceedings conducted for student and employee matters.
2. **Campus** - Means all land and buildings owned or leased by Del Mar College.
3. **Concealed Handgun** - A handgun, the presence of which is not openly discernible to the ordinary observation of a reasonable person.
4. **Interscholastic event** - Means a function or program existing or conducted among schools.
5. **License to Carry a Handgun (License Holder)** - A License to Carry a handgun (LTC) issued by the Texas Department of Public Safety (TXDPS), under Texas Government Code Chapter 411, Subchapter H. Also includes valid Concealed Handgun Licenses issued by the TXDPS, as well as licenses from other states, the validity of which is recognized by the State of Texas.
6. **Location** - Means a building, portion of a building, or a specific room or area in a building. The term does not include any public or private driveway, street, sidewalk or walkway, parking lot or other parking area.
7. **Open carry** - Visible possession of a handgun in public.
8. **Prohibited Campus Location** - An area of campus, building, portion of a building, or a specific room or area in a building in which the possession of handguns is prohibited as provided in (prohibited campus locations). The term does not include any public or private driveway, street, sidewalk or walkway, parking lot or other parking area.
9. **Sporting Event** - High school, collegiate, or professional sporting event or interscholastic (UIL) or similarly sponsored interscholastic events. (This provision does not apply to intramural games, club sports, or impromptu "pickup" games.)

A10.1.6 Prohibited Campus Locations: A license holder is prohibited from carrying a concealed handgun on the following prohibited campus locations.

1. Lichtenstein Center for Early Childhood Development building and school play yard.
2. Labs, storage rooms, mechanical rooms or IT server rooms {those with dangerous chemicals/ combustible gas/toxic biologic agents or where equipment failure would cause a catastrophic event resulting in the college's inability to operate}.
3. Physical activity courses and events such as: swimming, tennis, basketball, racquetball, dance, intramural sports, club sports.
4. Locations used for formal adjudicatory proceedings (student or employees).
5. Locations used for counseling by Licensed Professional Counselors employed by the Counseling Center {TPC §46.03; §46.035}.
6. Testing centers administering nationally sanctioned tests (ACT, SAT, TOEFL, CLEP, IBT) prohibit the carrying of a firearm under the rules of the testing organization.
7. In College owned or leased passenger transportation unless granted written permission from the CEO or CEO's designee.
8. Classrooms and other locations that are specified for exclusive use by Collegiate High School.

9. Locations where a high school, collegiate, or professional sporting event or interscholastic (UIL) or similarly sponsored interscholastic events are occurring. (This provision does not apply to intramural games or impromptu "pickup" games.)
10. Any campus locations where Pre-K through Grade 12 youth camps, academies, and UIL competitions are occurring.
11. Any room used by a government entity for a duly posted meeting in accordance with the Texas Open Meetings Act.
12. Locations used as a polling place during early voting or on the day of election.
13. Other areas where handguns are not permitted:
 - Where alcohol is served at events held on DMC property.
 - Any DMC property that is rented on a temporary basis by outside entities.
 - Any locations where the college, as directed or approved by the president as necessary for campus safety, gives effective notice on a temporary basis pursuant to Section 30.06, Penal Code. For this rule, the term "owner of the property" in Section 30.06(b), Penal Code, means the president of the college. No college employee is "someone with apparent authority to act for the owner" for purposes of Section 30.06(b), Penal Code. All notices under Section 30.06, Penal Code, will be institutional notice, conform to Sections 46.03 and 46.035, Penal Code, and apply equally to all handgun license holders.

A listing of identified campus locations can be found here: [Prohibited Campus Locations](#)

A10.1.7 Other Possible Prohibited Campus Locations: The College leases locations to certain entities. The lessor of the leased facilities determines the restrictions on possession of weapons in those locations. The lessor of the leased facilities will notify the College of those restrictions as determined by the lease agreement.

A10.1.8 Effective Notice: At all locations where concealed carry is prohibited, the College must give effective notice under Section 30.06, Penal Code. The College Security Department is to be contacted for questions about signage or to acquire signs.

A10.1.9 Carrying of Concealed Handguns by Employee: Any employee who is a license holder may carry a concealed handgun into his or her work area, unless prohibited under this policy. However, if the employee is not authorized by Del Mar College district to use the handgun in the course and scope of performing his or her duties, the possession, storage, or use of a handgun which results in personal injury or property damage may make the employee personally liable for the injury or damage. Furthermore, the employee may not be entitled to immunity under Section 411.208 of the Texas Government code or any other immunity or indemnity the individual may otherwise be entitled as a Del Mar College district employee.

A10.1.10 Storage and Safeguarding of Handguns: The College will not provide general storage, secured storage or storage of any kind for handguns for license to carry holders. License to Carry Holders are solely responsible for safeguarding their handguns at all times. License to Carry Holders who fail to use reasonable care in securing handguns or properly concealing handguns are subject to disciplinary actions up to and including termination or dismissal from the College as applicable to students, faculty and staff or termination of a business relationship.

A10.1.11 Disclosure by License to Carry Holder: License to Carry Holders are not required to disclose their license status to anyone on campus other than a law enforcement officer. The College will not maintain a list of license to carry holders.

A10.1.12 Permitted Concealed Carry by a License Holder: Concealed carry is permitted on campus in areas that are not on the prohibited campus location list and in public or private driveway, street, sidewalk or walkway, parking lot, or other parking area.

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DISCLAIMER

The provisions and information set forth in this publication are intended to be informational and not contractual in nature. Thus, this publication is not intended, and shall not be construed, to constitute a contract between the Del Mar College District and any student, prospective student, agency of the local, state, or federal government, or any other person or legal entity of any and every nature whatsoever. Del Mar College hereby reserves and retains the right to amend, alter, change, delete, or modify any of the provisions of this publication at any time, and from time to time, without notice, in any manner that the Administration or the Board of Regents of Del Mar College deems to be in the best interest of Del Mar College.

EQUAL OPPORTUNITY

Del Mar College is an Equal Opportunity Employer and Educational Institution. The College takes steps to ensure that no person shall be denied the benefits of equal employment or be subjected to discrimination in employment or educational programs and activities of Del Mar College on the basis of race, color, sex, age, national origin, religion, disability, or any other constitutionally or statutorily impermissible reason.

DMC Emergency Operations Plan (EOP) Overview and Notification

Tammy McDonald
Vice President of Administration and Human Resources
(Emergency Management Coordinator)

DMC Emergency Operations Plan (EOP) Overview & Notification

Tammy McDonald

Vice President of Administration and Human Resources
(Emergency Management Coordinator)

October 6, 2026



DEL MAR COLLEGE

Overview of DMC EOP

- Texas Education Code § 37.2071 requires submission of EOP to the Texas School Safety Center (TxSSC).
- 2022 – 2025: Received satisfactory results on EOP submissions and Annexes

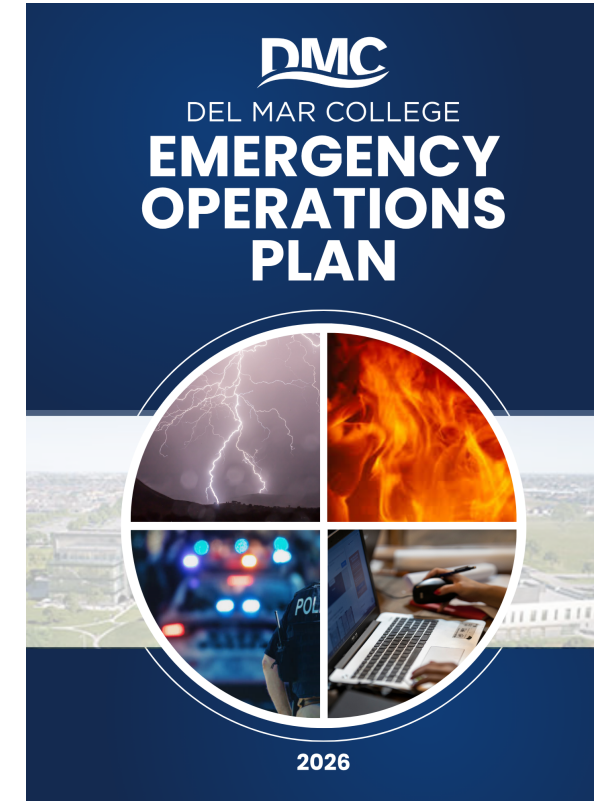
Basic Plan Highlights

- Basis for emergency management
- Information to establish a framework
- Provides guidelines during an emergency, recovery/restoration
- Establishes the use of National Incident Management System (NIMS) for Incident Command
- Roles & responsibilities for the Incident Management Team & establishes Emergency Communication flow



Overview DMC EOP

- Procedures & guidelines for various incidents like:
 - Severe Weather
 - Active Threat
 - Hazardous Materials
 - Medical Emergencies
 - Cyber Security
 - Train Derailment
 - Reunification (New Requirement)
- Provides additional detailed information in Glossary of Terms and Annexes



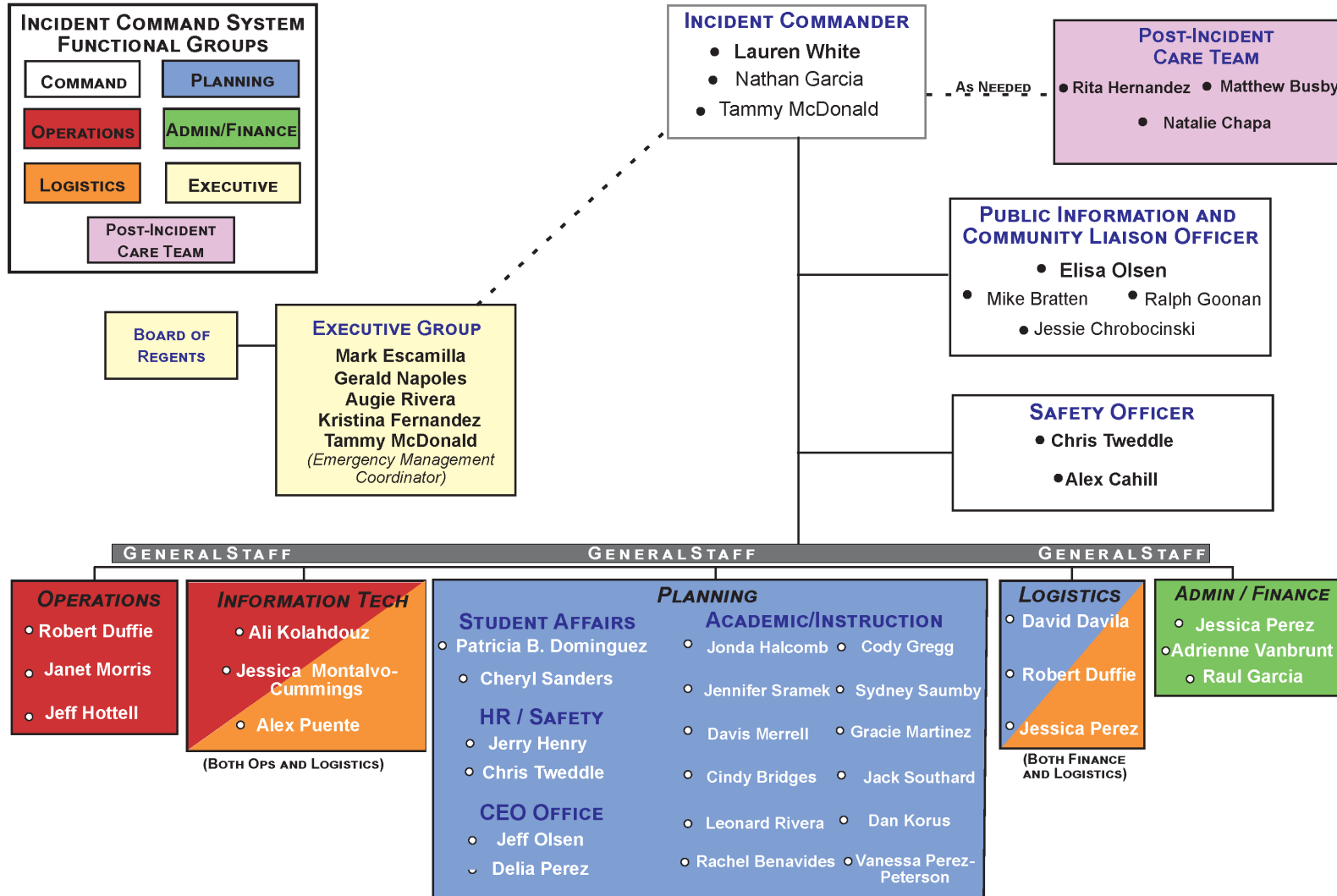
Overview of Reunification Annex

- 2026 EOP New Requirement - Reunification Annex
 - Safe, coordinated process for reuniting students, faculty, and staff after an emergency
 - Annex to the Basic Plan; reunification is now its own phase of emergency management
 - Must accommodate individuals with access and functional needs
 - Timely, accurate emergency notifications to students and employees
 - Defined procedures for activating reunification



2026 INCIDENT MANAGEMENT TEAM

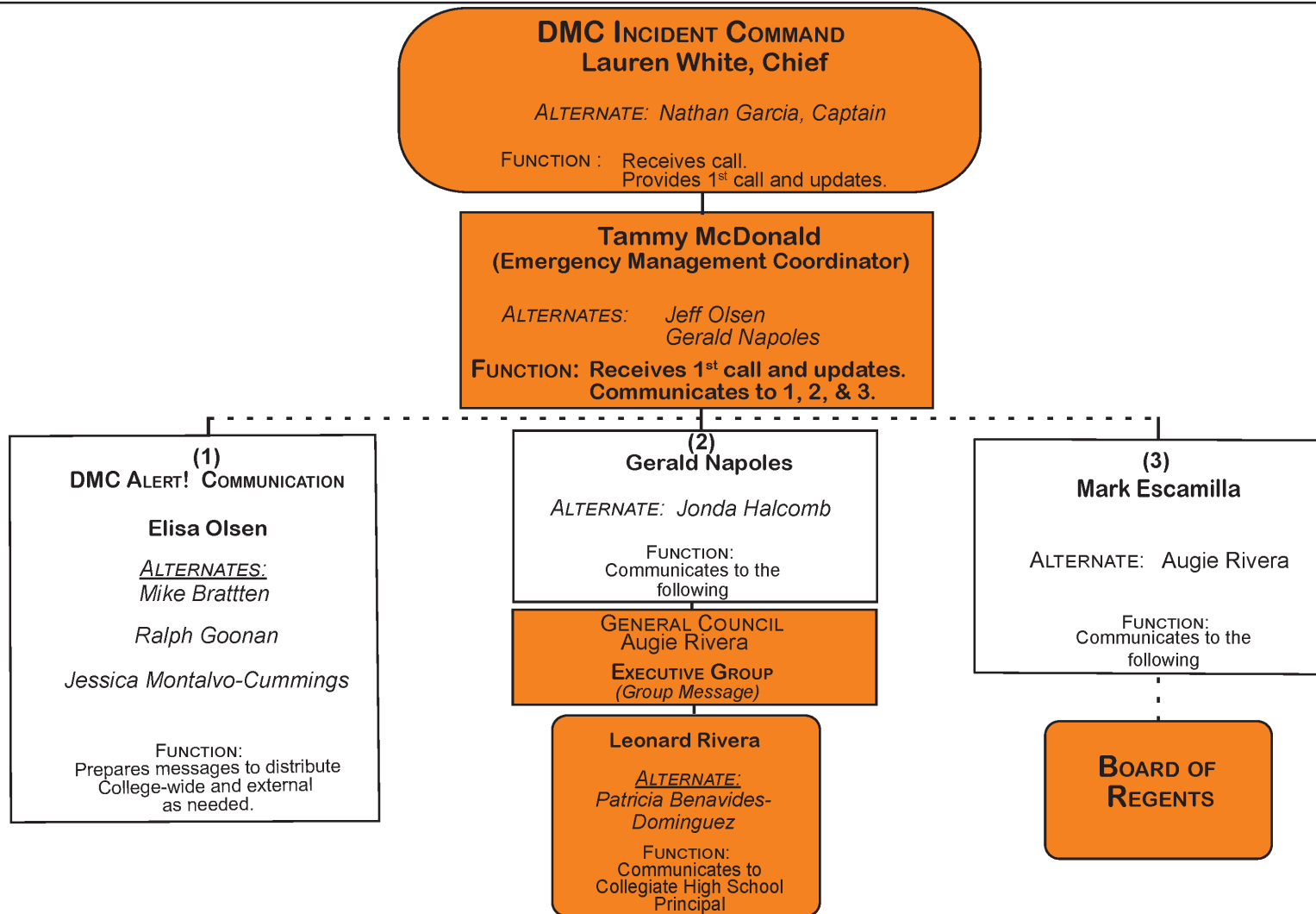
Role and Function for Incident Command System



September 2026



INCIDENT EMERGENCY COMMUNICATION NETWORK



Sept 2026

Overview of DMC EOP

- April 20 – IMT Meeting on Water Conservation & Additional Resources
- June 11 – IMT Meeting on Hurricane Preparedness and Water Conservation
- September:
 - Finalized EOP
 - President/CEO signed Formal Adoption Statement
 - September 29 - Submitted EOP to TxSSC
 - College-wide distribution and implementation of EOP and Quick Reference Guide
- October 6 - Overview of EOP with Board of Regents
- October/November – Fall IMT meeting & training

Thank you



Pending Business

Upcoming Items/Pending List

Item	Date	Request	Due	Status
1		Quarterly Investment Report	October	October Agenda
2		Quarterly Financial Report	October	October Agenda
3		TIRZ Update	October	October Agenda
4		Clery Act	October	October Agenda
5		CEO Annual Report to the Board – Title IX/SB212	October	October Agenda
6		Internal Audit Report to the Board	November	
7		Enrollment Report	November	
8		2024-2029 Strategic Plan	November	
9		Freedom to Dream Tuition Waiver (Annual Report)	November	
10		Legislative Update	November	
11		SACSCOC – Site Visit Update and Fifth-Year Interim Report Decision	December	
12		Strategic Marketing Plan	December	
13		Tax Abatement Yearly Review	December	
14		Foundation Yearly Update	December	
15		Preview of Student Charges	December	
16		Tuition and Fee Schedules for Credit and CE Programs (Student Charges)	February	
17		Ethics Update	February	
18		AI Update	March	
19		Report on Tax Collections	March	
20		JED Campus Program (Plan)	March	
21		Conferral of Tenure	April	
22		Spring 2027 Enrollment Update	May	
23		Strategic Enrollment Management (SEM)	June	
24		Freedom to Dream Update	June	
25		Professional Contract Review	June	
26		SACSCOC – Site Visit Planning & Fifth-Year Interim Report Progress	June	
27		TIRZ Update	June	

28		Policy Review	September	
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CONSENT AGENDA

Item 1

MINUTES OF THE WORKSHOP MEETING DEL MAR COLLEGE DISTRICT

September 2, 2026

The Workshop Meeting of the Board of Regents of the Del Mar College District convened on Tuesday, September 8, 2026, at 10:00 a.m., at the Center for Economic Development, 3209 S. Staples, Room 106, Corpus Christi, Texas with the following present:

From the Board:

Present: Chair Carol Scott, Dr. Nicholas Adame, Ms. Libby Averyt, Mr. Carl Crull, Mr. Rudy Garza, Jr., and Mr. David Loeb

Not present: Dr. Anantha Babbili, Mr. Bill Kelly, and Dr. Laurie Turner

From the College:

Dr. Mark Escamilla, President and CEO; Dr. Gerald Napoles, Executive Vice President and COO; Mr. Raul Garcia, Vice President and CFO; Mr. Ali Kolahdouz, Vice President and Chief Information Officer; Dr. Jonda Halcomb, Vice President and Chief Academic Officer; Ms. Tammy McDonald, Vice President of Administration and Human Resources; Dr. Patricia Benavides-Dominguez, Vice President for Student Affairs; Mr. Augustin Rivera, Jr., Sr. Vice-President and General Counsel; Dr. Leonard Rivera, Vice President of Dual Enrollment and Continuing Education; Mr. Matthew Busby, Vice President of Development and Donor Advising; Mr. Jeff Olsen, Vice President and Chief of Staff; Ms. Elisa Olsen, Vice President of Communication and Marketing; Ms. Delia Perez, Director of CEO Office and Board Relations, Mr. Conrado Garcia, Superintendent in Residence, and other staff and faculty.

CALL TO ORDER / QUORUM CALL

Chair Scott called the meeting to order with a quorum present. She requested a moment of silence followed by the Pledge of Allegiance and Del Mar College Vision Statement.

GENERAL PUBLIC COMMENTS

The public was given the opportunity to provide public comments (both general and specific to any agenda item).

There were no public comments.

ITEMS OF BUSINESS:

1. Discussion relating to AI Strategy at Del Mar College

Presented by: Mr. Ali Kolahdouz

(I: Communicate, Goal 1: Collaborate across the College, II: Elevate, Goal 1: Increase completion for all students, and II: Elevate, Goal 2: Maximize resources entrusted to the College)

Dr. Escamilla provided introductory remarks and highlighted the rapid evolution of AI and emphasized Del Mar College's collaborative approach involving faculty, staff, administration, and students. He stressed that the College's response to AI is grounded in shared governance and broad participation.

Mr. Kolahdouz began by thanking Dr. Escamilla, the AI Working Group, faculty, staff and students for their participation and contributions regarding the College's AI education and future strategies.

Mr. Ali Kolahdouz outlined the College's vision to leverage AI responsibly to enhance teaching, learning, operations, and community engagement while maintaining a strong focus on people rather than technology. Major priorities include AI-enhanced academic programs beginning with pilot efforts in fall 2027, AI-supported student services such as advising, tutoring, and information access, operational efficiencies through workflow automation and intelligent systems, workforce preparation by teaching AI literacy, prompt engineering, critical thinking, data analysis, and information validation, and strong governance and ethical oversight.

Opportunities discussed included personalized learning and advising, 24/7 student support, faster content creation and analysis, increased accessibility and learner engagement, and greater institutional efficiency. At the same time, concerns raised were discussed that included academic misconduct and plagiarism, bias in AI systems, privacy and cybersecurity risks, reliability and trustworthiness of AI-generated content, workforce disruption and changing job requirements, potential overreliance on AI that could reduce human judgment and critical thinking.

The presentation highlighted growing employer demand for AI-related skills. National statistics cited during the workshop indicated rapid growth in jobs requiring AI competency, increased need for AI prompt-development skills, significant projected workforce reskilling needs, strong demand for skilled trades supporting AI infrastructure, including HVAC, robotics, and construction-related occupations. The College takes the responsibility of preparing students and the community for an AI-driven workforce.

The AI working group has developed draft policies addressing AI use and governance, data governance and classification, privacy and security protections, and identity and access management. The College is also preparing for compliance with new Texas AI-related legislation, including requirements for transparency, employee training, and AI system inventories. Current safeguards include centralized oversight of AI access and licensing, restrictions on autonomous AI agents, monitoring of AI integrations with institutional systems, and mandatory AI awareness training.

Since 2023, Del Mar College has updated academic dishonesty policies to address AI-generated work, established an AI working group under shared governance, conducted faculty, staff, and student forums, completed an AI strategic planning workshop, developed draft governance policies, deployed Microsoft Copilot and other approved AI tools, and created a roadmap for implementation and pilot projects. Currently, the College is ahead of its original AI planning timeline.

Mr. Kolahdouz introduced Dr. Scott Obernesser, Assistant Professor of English. Dr. Obernesser provided a demonstration Heartwood, an AI-powered immersive educational simulation in which students collaboratively manage a fictional generation spacecraft. The project promotes critical thinking, writing, research, teamwork, and engagement while maintaining academic integrity and FERPA compliance.

Mr. Kolahdouz introduced Mr. Blas Ibañez, Tutor Support Services Coordinator at the Student Success Center. Mr. Ibañez showcased AI-assisted student support tools that help advisors assess TSI readiness, recommend courses, provide campus navigation, generate instructional materials and study aids, and improve student access to services and information.

The Workshop concluded with broad support for continuing the development of the College's AI strategy. All participants agreed that AI presents significant opportunities to improve student success, operational effectiveness, and workforce preparation, provided that implementation remains ethical, transparent, secure, and centered on human judgment and learning.

There was comprehensive discussion and responses to questions regarding AI throughout the meeting between the Board and administration.

2. CLOSED SESSION pursuant to:

- a. **TEX. GOV'T CODE § 551.071:** (Consultation with legal counsel), regarding pending or contemplated litigation, or a settlement offer, and the seeking of legal advice from counsel with possible discussion and action in open session; and,
- b. **TEX. GOV'T CODE § 551.087:** (Deliberation Regarding Economic Development), regarding discussion or deliberation of information received from a business prospect with which the College is conducting economic development negotiations and/or the deliberation of an offer of a financial or other incentive to a business prospect, with possible discussion and action in open session; and,
- c. **TEX. GOV'T CODE § 551.074(a)(1):** (Personnel matters), regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, with possible discussion and action in open session.

The Board of Regents did not go into Closed Session.

ADJOURNMENT:

The meeting was adjourned at 12:04 p.m.

MINUTES REVIEWED BY GC: /s/ARjr

MINUTES OF THE REGULAR MEETING DEL MAR COLLEGE DISTRICT

September 8, 2026

The Regular Meeting of the Board of Regents of the Del Mar College District convened on Tuesday, September 8, 2026, at 1:00 p.m., at the Center for Economic Development, 3209 S. Staples, Room 106, Corpus Christi, Texas with the following present:

From the Board:

Present: Chair Carol Scott, Dr. Nicholas Adame, Ms. Libby Averyt, Mr. Carl Crull, Mr. Rudy Garza, Jr., and Mr. David Loeb.

Not present: Dr. Anantha Babbili, Mr. Bill Kelly, and Dr. Laurie Turner.

From the College:

Dr. Mark Escamilla, President and CEO; Dr. Gerald Napoles, Executive Vice President and COO; Mr. Raul Garcia, Vice President and CFO; Mr. Ali Kolahdouz, Vice President and Chief Information Officer; Dr. Jonda Halcomb, Vice President and Chief Academic Officer; Ms. Tammy McDonald, Vice President of Administration and Human Resources; Dr. Patricia Benavides-Dominguez, Vice President for Student Affairs; Mr. Augustin Rivera, Jr., Sr. Vice-President and General Counsel; Dr. Leonard Rivera, Vice President of Dual Credit and Continuing Education; Mr. Matthew Busby, Vice President of Development and Donor Advising; Mr. Jeff Olsen, Vice President and Chief of Staff; Ms. Elisa Olsen, Vice President of Communication and Marketing; Ms. Delia Perez, Director of CEO Office and Board Relations, Mr. Conrado Garcia, Superintendent in Residence, and other staff and faculty.

CALL TO ORDER / QUORUM CALL

Chair Scott called the meeting to order with a quorum present. She requested a moment of silence followed by the Pledge of Allegiance and Del Mar College Vision Statement.

GENERAL PUBLIC COMMENTS

The public was given the opportunity to provide public comments (both general and specific to any agenda item).

There were no public comments.

RECOGNITIONS:

- Robert Muilenburg, Professor, Journalism, selected as 2026 Aileen Creighton Award recipient

Presenter: Dr. Jonda Halcomb

(III: Cultivate, Goal 1: Nurture our faculty and staff to achieve their full potential)

Dr. Jonda Halcomb recognized Professor Robert Muilenburg of the Communications, Languages, and Reading Department as the recipient of the 2026 Dr. Aileen Creighton Award for Teaching Excellence. The award honors faculty who demonstrate exceptional dedication to student learning, innovation, and teaching, and a sustained commitment to

professional excellence. Dr. Halcomb reviewed Professor Muilenburg's accomplishments and presented him with the award. Professor Muilenburg provided words of appreciation.

- Paul Creacy, Chair, Air Conditioning, Aviation, and Automotive, selected to Leadership Corpus Christi Class 55

Presenter: Dr. Jonda Halcomb

(III: Cultivate, Goal 1: Nurture our faculty and staff to achieve their full potential)

Dr. Halcomb recognized Professor Paul Creacy, Chair of the Air Conditioning, Aviation, and Automotive Department. He was selected to the Leadership Corpus Christi Class '55 which is a prestigious community leadership program established back in the 1970s by the United Corpus Christi Chamber of Commerce. Dr. Halcomb shared his achievements and he provided words of appreciation.

- GFOA Distinguished Budget Presentation Award for FY 2026

Presenter: Mr. Raul Garcia

(II: Elevate, Goal 2: Maximize resources entrusted to the College)

Mr. Garcia, Dr. Catherine West, Ms. Jackie Landrum, Dr. Natalie Chapa, and many other College employees contributed to the preparation of the 2026 fiscal year financial budget. The College received the Government Financial Officers Association's (GFOA) Distinguished Budget Presentation Award which recognizes the budget documents that meet the highest standards in governmental budgeting and reflects the College's commitment to transparency, accountability, and sound financial stewardship. Dr. West provided words of appreciation and stated no other community college in Texas other than Del Mar College has won the GFOA Triple Crown.

COLLEGE PRESIDENT'S REPORT

Presenter: Dr. Mark Escamilla

- August 13, 2026: DMC meeting with Governor Abbott, Early Learning Center
(I: Communicate, Goal 2: Connect beyond the College)

Dr. Escamilla stated that Chair Scott, Regent Loeb, Dr. Napoles, Dr. Chapa and himself met with Governor Abbott and discussed challenges the College is facing.

- August 25, 2026: CCREDC Roundtable with Congressman Gonzalez at Oso Creek Campus
(I: Communicate, Goal 2: Connect beyond the College)

Dr. Escamilla stated that he and Chair Scott attended a Corpus Christi Regional Economic Development Corporation roundtable at the Oso Creek campus. Congressman Vicente Gonzalez was the keynote. The event was well attended by area industry and business leaders.

Dr. Escamilla introduced Matthew Busby who discussed the Donor Recognition Ceremony held in Rockport, Texas. The event was a culmination of effort by Regents

and numerous other people bringing resources of monies and donations to establish a most important venture that provides opportunities that would otherwise not exist for post-secondary education.

STAFF REPORTS

- SACSCOC Fifth Year Interim Report Update

Presenter: Dr. Sydney Saumby

(II: Elevate, Goal 1: Increase completion for all students)

Dr. Saumby provided an update on the College's progress with its SACSCOC accreditation process which ensures the institution maintains an appropriate higher education mission, provides quality programs and resources for students as well as demonstrates continuous improvement through assessment and educational outcomes.

Dr. Saumby stated that on August 28, 2026, the College successfully submitted the Fifth-Year Interim Report and On-Site Visit Report both of which were submitted ahead of schedule marking a significant achievement. An overview of the upcoming accreditation deadlines and the reports for those deadlines were discussed.

Dr. Saumby recognized the Accreditation Team including Mr. Tom Weller, Ms. Brittany Schicker, Dr. Lucy James, as well as the entire collegewide effort that played a critical role in completing the reports. Dr. Saumby acknowledged Dr. James and her long-time commitment and service to the College and accreditation process.

Dr. Saumby highlighted accreditation developments that included Credit Transfer Consortium, Vision Insights Dashboard, Standards of Accreditation Revision, and Federal Accreditation Reform. Dr. Saumby stated the federal government is also reviewing accreditation processes.

Dr. Saumby responded to questions from the Board of Regents.

- Board Policy Review Schedule

Presenter: Ms. Tammy McDonald

(I: Communicate, Goal 1: Collaborate beyond the College)

Tammy McDonald provided an overview of the College's Board Policy Review process and annual review schedule. The College follows a structured 10-year policy review plan (2021–2030), with policies generally reviewed every five years. Policy reviews are conducted by College administration under the oversight of the CEO or designated representative. In addition to the scheduled reviews, policies may be reviewed at any time if changes are required due to federal, state, or local laws, regulatory requirements, accreditation standards, and other compliance-related changes.

This year's scheduled review covers Chapter 3: General Administration and Chapter 4: Business and Finance. The reviews will take place during September through November. Any recommended revisions will be presented to the Board between

December and August. Board Policies (B sections) require formal Board approval before changes can be implemented. Administrative Procedures (A sections) may be revised by administration and are subsequently reported to the Board as notifications.

Policies that are strictly mandated by law, such as past Title IX requirements, may be implemented directly because the institution has no flexibility to modify the prescribed language. For process-related changes that allow institutional discretion, the College follows its shared governance process, seeking input from appropriate councils and stakeholders before revisions are finalized.

Ms. McDonald noted that the Board can expect significant policy discussions in the coming months, particularly regarding Artificial Intelligence (AI), privacy and data-related issues, and other policies arising from audit findings and data validation reviews.

Ms. McDonald and Mr. Kolahdouz responded to questions from the Board of Regents.

- Freedom to Dream Tuition Waiver Update

Presenter: Dr. Patricia Benavides-Dominguez and Mr. Ali Kolahdouz

(II: Elevate, Goal 2: Maximize resources entrusted to the College)

Mr. Kolahdouz presented and provided an update on the Freedom to Dream (FTD) program, including student outcomes from Cohort 1, information about Cohort 2, and preliminary planning for Cohort 3.

The largest group of students in Cohort 1 consisted of non-traditional students. Other major populations included non-dual-credit high school seniors and dual-credit high school seniors. Program leaders noted an opportunity to increase participation among dual-credit students, who are particularly well-positioned to benefit from the program.

Cohort 1 included many students who required additional academic support and college-readiness assistance. Approximately 65% of participants enrolled in transfer degree programs, a trend that is also being seen in Cohort 2. While Cohort 2 appears similar in composition, eligibility requirements and program definitions have been refined to better target students.

The program has shown strong student persistence and success rates at 82% persistence from Fall to Spring, 63% persistence from Fall to Fall. Students completed significant numbers of semester credit hours and continued progressing through their academic pathways.

Leaders reported that the program has been highly successful in supporting students academically, keeping students enrolled and progressing toward credentials, and helping students reach graduation goals. In comparison, the College has seen a 10% increase in college readiness, suggesting that recent support initiatives and interventions are producing positive outcomes.

Cohort 2 data show similar enrollment and degree-seeking patterns, with a more refined student population based on updated program criteria. Planning for Cohort 3 is underway, with efforts focused on continuing student success and increasing participation among populations that could benefit most from the program.

Dr. Benavides-Dominguez stated the Freedom to Dream (FTD) program continues to show strong outcomes for its first cohort. Students have earned 167 credentials, representing 110 individual graduates. Awards include associate degrees, certificates, and occupational skills awards.

Many credentials were earned in workforce-focused programs, particularly cosmetology, air conditioning, and skilled trades. Several students who earned certificates or OSAs remain enrolled and are continuing toward higher credentials, including associate and bachelor's degrees.

Cohort 1 provides up to three years of support, allowing students who complete an associate degree early to continue receiving assistance if they pursue additional studies during that period. Cohorts 2 and 3 are expected to provide funding for up to 60 credit hours.

Early data show continued strong interest in the program with over 4,800 applications were received and 916 students enrolled for Fall 2026. The make-up of the participants includes 61% recent high school graduates without dual credit, 19% dual-credit high school graduates, and 20% non-traditional students. The Academic Pathways include 59% of students are enrolled in transfer degree programs. And 41% are pursuing workforce-focused credentials.

Most students entered college with no previous earned college credit, indicating the program is successfully serving first-time college students. Nearly 80% of participants are both college-ready and program-ready, positioning them for stronger academic success and degree completion. Freedom to Dream 2.0 continues to attract a diverse group of students seeking both transfer opportunities and workforce credentials that support economic mobility.

Dr. Benavides-Dominguez provided enrollment patterns and stated 48% are enrolled in 12 credit hours, 41% are taking 13 to 15 credit hours, and nearly 90% are enrolled full-time, supporting strong academic momentum and timely completion. Mathematics remains the primary area needing improvement and only about 29% are college-ready or nearly college-ready in math.

Dr. Benavides-Dominguez reviewed support programs including SMORE's Summer Math On-Ramps Program, reading and English bridge course which can effectively reduce barriers and accelerate students' progression into college-level coursework.

Dr. Benavides-Dominguez provided an early look at Freedom to Dream 3.0 which include eligibility requirements are expected to be very similar to those used in Cohort 2.0. The program will continue focusing on students with the greatest financial need.

The goals for Freedom to Dream 3.0 include increasing academic success, improving degree completion rates, and supporting student persistence and workforce mobility.

Mr. Kolahdouz, Dr. Benavides-Dominguez, and Dr. Escamilla responded to questions from the Board of Regents.

- Science, Technology, Engineering, Arts and Math (STEAM) Summer Academy
Presenter: Dr. Leonard Rivera
(II: Elevate, Goal 1: Increase completion for all students)

Dr. Rivera highlighted the success of Del Mar College's inaugural Science, Technology, Engineering, Arts, and Mathematics (STEAM) Summer Academy, which was first introduced to the Board in May and completed during the summer.

The STEAM Academy was designed to promote academic enrichment and career exploration; provide hands-on learning experiences in science, technology, engineering, arts, and mathematics; and improve college readiness beginning at the elementary and middle school levels. The initiative supports the College's broader strategy of preparing students earlier, so they are better equipped for success in high school and higher education.

The program's success was credited to a collaborative effort involving faculty leaders, including Dr. Jonda Halcomb and a multidisciplinary team of science, mathematics, and engineering faculty who developed the curriculum, staff from the Business Office, Purchasing, Human Resources, and College Relations. The Del Mar College Foundation helped secure additional resources and donor support. The program served 342 elementary and middle school students which included Corpus Christi ISD, London ISD, West Oso ISD, and Flour Bluff ISD.

Students engaged in a variety of interactive, hands-on projects, such as building solar ovens, constructing paper acoustic guitars, creating volcano models, designing and flying kites, and exploring engineering and scientific concepts through experiential learning.

A major focus of the academy was exposing students to college and career opportunities at an early age. Participants learned about college pathways and higher education opportunities.

BOARD NOTIFICATIONS:

- Annual Certification of Compliance with Texas Education Code Section 51.3525 (SB 17) and 51.942(g) (SB 18)
Presenter: Mr. Augustin Rivera, Jr.
(I: Communicate, Goal 1: Collaborate beyond the College)

Mr. Rivera reported that, as required by specific sections of the Texas Education Code, the College must annually certify to the Texas Higher Education Coordinating Board by

September 1st that the College is not expending State funds in any prohibited Diversity, Equity, and Inclusion (DEI) activities and that the College has an approved tenure policy in place. The College successfully submitted both certifications by the required deadline and affirmed that it is fully compliant with these requirements.

- Write-Offs of Account Receivables

Presenter: Mr. Raul Garcia

(II: Elevate, Goal 2: Maximize resources entrusted to the College)

In accordance with Board Policy B4.20, Del Mar College writes off student account balances only after reasonable collection efforts have been exhausted. This presentation served as the Board's annual notification of student account write-offs. Total write-offs for FY 2026 were \$308,000. The balances relate to student accounts from Fall 2022 through Summer 2023 (FY 2023). A total of 512 student accounts were affected. The amount represents only 1.14% of total tuition and fee billings for that period.

Federal regulations require colleges to apply the Return of Title IV Aid formula when a student withdraws before completing 60% of a term, which can generate additional balances due. These balances are the result of federal requirements, not discretionary charges imposed by the College.

The College reported a 99.5% debt collection rate based on FY 2025 financial results. This high collection rate indicates that the College's billing and collection processes are effective.

Mr. Garcia responded to questions from the Board of Regents.

- Program Deactivations - Court Reporting AAS, Certificate Level I and II, and ESC; and Radiologic Technology, ESC

Presenter: Dr. Jonda Halcomb

(II: Elevate, Goal 1: Increase completion for all students)

Dr. Halcomb provided introductory remarks and introduced Dr. Sramek, Dean of Division of Business, Entrepreneurship, and Health Science. Dr. Sramek outlined two program deactivations. The first program is Radiologic Technology Enhanced Skills Certificate (ESC) because of low student demand and low completion rates. Students are increasingly choosing the program's Computed Tomography ESC, which better aligns with student interests and workforce needs. The deactivation affects only this specific certificate, not the broader Radiologic Technology program.

The second program is the Court Reporting program due to workforce demand and student success data. Regional labor market analysis showed only three annual job openings in the area, one of which was Del Mar College's own adjunct faculty position for the program. Court reporting is a highly specialized field with challenging certification requirements. The profession is also evolving due to advances in Artificial Intelligence (AI) and Speech recognition technologies.

The program currently has 26 students enrolled. The College has one term instructor and two adjunct instructors; all committed to helping current students complete the program. No new students are being admitted. Existing students will continue through a teach-out period expected to conclude in Spring 2028. Program faculty are already collaborating with Continuing Education to explore future training options for the industry.

Dean Sramek responded to questions from the Board of Regents.

- Award of Contract for Bookstore Management Operation Services

Presenter: Mr. Raul Garcia

(II: Elevate, Goal 2: Maximize resources entrusted to the College)

Mr. Garcia notified the Board of Regents regarding the selection of Follett Higher Education as the recommended provider for Del Mar College's bookstore operations and course material services following a competitive procurement process. A cross-functional evaluation committee completed its review, and the three finalists were Follett Higher Education, BibliU, and Slingshot. Follett Higher Education was chosen following interviews and evaluation, due to the determination it was the strongest overall provider due to student affordability, customer service, operational strength, technology integration, and long-term value.

PENDING BUSINESS

Status Report on Requested Information

CONSENT AGENDA

Notice to the Public

ITEMS FOR DISCUSSION AND POSSIBLE ACTION:

1. Approval of Minutes: Budget Workshop, July 28, 2026
Regular Board Meeting, August 11, 2026
(I: Communicate, Goal 2: Connect beyond the College)
2. Acceptance of Investments for July 2026
(II: Elevate, Goal 2: Maximize resources entrusted to the College)
3. Acceptance of Financials for July 2026
(II: Elevate, Goal 2: Maximize resources entrusted to the College)

Motion: Approve the Consent Agenda.

Moved by: Regent Adame | Seconded by: Regent Crull

Vote: Carried unanimously, 6–0 by show of hands

In favor: Regents Scott, Adame, Averyt, Crull, Garza, and Loeb.

REGULAR AGENDA

With no objection from the Board of Regents, Chair Scott changed the order of the Agenda.

6. Discussion and possible action regarding request from Nueces County for DMC's Consent to release of Tax Judgment on Old Nueces County Courthouse

Presenter: Mr. Raul Garcia and Mr. Augustin Rivera, Jr.

(II: Elevate, Goal 2: Maximize resources entrusted to the College)

Mr. Garcia stated that the Board received notification regarding long-outstanding delinquent property taxes associated with the 1914 Nueces County Courthouse. Del Mar College's share of the unpaid base tax levy is \$22,609.15, representing approximately 6.9% of the total delinquent taxes owed on the property. The unpaid taxes date from 1986 through 2000 and have remained uncollectible for more than 25 years. Del Mar College is considering cancelling its portion of these delinquent taxes, while other taxing entities involved are evaluating similar actions.

After providing background information, Mr. Rivera stated ownership, and historic preservation issues have now been resolved, and the remaining unresolved issue is the outstanding delinquent tax debt. The notification does not affect the College's current operating budget. It simply acknowledges that the taxes are unlikely to ever be collected and informs the Board of the College's participation in a broader effort to formally resolve this longstanding tax matter.

Mr. Garcia and Mr. Rivera responded to questions from the Board of Regents. Also present was Mr. Paul Chapa with the Linebarger Law Firm.

Motion: Approve the request from Nueces County and consent formally to release the outstanding delinquent tax judgment as presented.

Moved by: Regent Loeb | Seconded by: Regent Averyt

Vote: Carried unanimously, 6–0 by show of hands

In favor: Regents Scott, Adame, Averyt, Crull, Garza, and Loeb.

4. Discussion and possible action regarding Internal Audit Report to the Board of Regents

Presenter: Tammy McDonald

(II: Elevate, Goal 2: Maximize resources entrusted to the College)

Ms. McDonald provided introductory remarks and introduced Mr. Brandon Tannus with Weaver. Mr. Tannus stated the audit assessed compliance with Texas Senate Bill 17, which restricts certain diversity, equity, and inclusion (DEI) activities at public higher education institutions. Auditors reviewed policies, procedures, documentation, and conducted interviews. The audit found no violations of SB 17. No processes or programs were identified that conflicted with state law. The audit resulted in a clean audit report, confirming that the College is operating in compliance with SB 17 requirements.

Mr. Tannus also provided an update on the ongoing Grant Compliance Audit, which is examining whether the College's grant management processes and internal controls are

designed and operating effectively to ensure compliance with federal, state, and local grant requirements.

Key areas under review include governance and oversight of grants, pre-award controls, award acceptance and grant setup, fund accounting and expenditure management, procurement and cost allowability, cash management, ongoing monitoring and compliance, and reporting and grant closeout.

The audit is focused on evaluating the design of internal controls, policies, procedures, training, segregation of duties, and system controls. The audit also focuses on testing grant processes to verify compliance with applicable regulations, particularly federal grant requirements under Uniform Guidance (2 CFR 200).

A major objective is ensuring grant funds are used appropriately and avoiding potential repayment ("clawback") of grant funds due to noncompliance.

Information regarding the Accounts Payable and Disbursements audit was presented that included the status of findings identified in the original 2024 Accounts Payable and Disbursements Audit.

The Financial Aid audit is conducting a follow-up review of the 2025 Financial Aid Audit. The original audit identified three moderate-risk findings and one high-risk finding. The objective is to determine whether recommendations from the original audit have been implemented and whether the findings can be closed.

Ms. McDonald, Mr. Tannus, and Mr. Rivera responded to questions from the Board of Regents.

Motion: To accept the internal audit report as presented.

Moved by: Regent Garza | Seconded by: Regent Loeb

Vote: Carried unanimously, 6–0 by show of hands

In favor: Regents Scott, Adame, Averyt, Crull, Garza, and Loeb.

5. Discussion and Possible Action related to Proposed Naming of Gift of Significance

Presenter: Mr. Matthew Busby

(I: Communicate, Goal 2: Connect beyond the College, Goal 2: Maximize resources entrusted to the College)

Mr. Busby discussed a gift of significance that involves a naming recognition opportunity tied to the philanthropic gift to the Del Mar College Foundation. Mr. Busby emphasized that the Foundation's mission is to secure meaningful and transformative gifts, regardless of dollar amount, preserve and share the stories of donors and their impact, support programs, positions, and students in ways that go beyond what state funding alone can provide.

Under Board policy, naming opportunities are appropriate when a gift significantly enhances a college program or facility and enables a level of excellence that would otherwise be difficult to achieve. Mr. Busby reviewed several existing recognitions and stated the gifts continue to provide long-term benefits to the students and to the College.

Mr. Busby noted that some of Del Mar College's largest gifts have come through estate planning and wills, allowing donors to leave lasting legacies. The Foundation has recently expanded efforts to promote estate giving and has partnered with FreeWill, resulting in more than 60 Wills being created in a short period.

The naming proposal recognizes Joyce and Janice Freeman, twin sisters and Del Mar College alumni. Their parents, George and Laura Freeman, devoted much of their lives to Del Mar College. George Freeman worked at the college for more than 47 years, helping develop the West Campus, establish the LVN program, and build key business and purchasing operations. Laura Freeman served as cafeteria manager at Menger Cafeteria. The sisters later became professors at Texas A&M-Corpus Christi and remained active supporters of Del Mar College and the Foundation. Through their estate plans, the sisters left approximately \$1.7 million to Del Mar College and their church.

The gift established three endowed scholarships supporting students in biological sciences, early childhood education, and nursing. The endowment is expected to provide nearly \$100,000 annually in scholarship support, benefiting more than 30 students each year.

To honor the Freeman family's contributions and the sisters' transformational gift, the administration recommended naming a space in the STEM Building at the Oso Creek Campus, specifically Biology and Chemistry Classroom 357.

Mr. Busby and Dr. Halcomb responded to questions from the Board of Regents. The Board expressed gratitude for the Freeman family and their generous gift.

Motion: Approve and accept the staff recommendation of proposed naming of gift of significance

Moved by: Regent Loeb | Seconded by: Regent Crull

Vote: Carried unanimously, 6–0 by show of hands

In favor: Regents Scott, Adame, Averyt, Crull, Garza, and Loeb.

7. Discussion and possible action related to a new program - Metal Fabricator, AAS

Presenter: Dr. Jonda Halcomb

(II: Elevate, Goal 1: Increase completion for all students)

Dr. Halcomb provided introductory remarks and introduced Mr. Davis Merrell. Mr. Merrell outlined the development of an enhanced welding and pipefitting educational pathway designed to better meet industry workforce needs and provide students with multiple credential and career advancement opportunities.

The College researched several successful welding programs, including those at Alvin Community College, Austin Community College (ACC), Central Texas College, Dallas College, San Jacinto College, and TSTC. Austin Community College was identified as a leading model and became the benchmark for program development. ACC reported 633 welding students in 2024, 50 code welding students in 2022, and 26 Level I pipe welding students.

The proposed structure includes stackable credentials that allow students to progress through the program while earning workforce-relevant certifications, a Specialty Welding Certificate focused on welding and metal arts skills and an Apprentice Pipefitter/Pipe Welding Certificate that shares coursework with other welding pathways. Shared courses allow students to transition between certificates without losing credit. Opportunities exist to earn additional industry-recognized credentials such as NCCER certifications and other specialized certifications.

The program culminates in an Associate of Applied Science (AAS) in Fabrication/Welding. Coursework is strategically sequenced to include welding and technical training, mathematics and technical coursework, core academic subjects such as English and Speech. The pathway is designed to encourage students not only to complete certificates but also to finish an associate degree.

Students completing the AAS can continue their education through the College's Organizational Management and Leadership (OML) bachelor's degree program. This creates a seamless education pathway from entry-level workforce training through bachelor's-level studies. Industry advisory committees have emphasized the need for greater workforce flexibility and employees will have skills beyond welding alone. As a result, the program is exploring opportunities for students to gain complementary skills in areas such as instrumentation, millwright work, machining, and other industrial trades. Mr. Merrell highlighted strong workforce demand and competitive wage in the Coastal Bend.

Mr. Merrell, Dr. Halcomb, Mr. Ryan Gutierrez, and Dr. Escamilla provided responses to questions by the Board of Regents.

Motion: Approve the recommendation to add Associates of Applied Science and Metal Fabricator to our degree program effective fall 2027.

Moved by: Regent Adame | Seconded by: Regent Loeb

Vote: Carried unanimously, 6–0 by show of hands

In favor: Regents Scott, Adame, Averyt, Crull, Garza, and Loeb.

8. Discussion and possible action related to a Resolution Adopting Investment Policy and Investment Strategy

Presenter: Mr. Raul Garcia

(II: Elevate, Goal 2: Maximize resources entrusted to the College)

Dr. Escamilla provided introductory remarks, and Mr. Garcia stated the proposed revision to the College's Investment Policy is a minor administrative change to ensure the policy aligns with current requirements under the Public Funds Investment Act (PFI/PFIA). The proposed change is to remove a section that currently requires broker-dealers to receive and review the College's investment policy. This requirement is no longer necessary because the applicable regulations have changed.

Motion: Approve the resolution updating the policy by removing the outdated provision as presented.

Moved by: Regent Loeb | Seconded by: Regent Adame

Vote: Carried unanimously, 6–0 by show of hands

In favor: Regents Scott, Adame, Averyt, Crull, Garza, and Loeb.

9. Discussion and possible action related to a Resolution Adopting the Authorized Broker/Dealer List

Presenter: Mr. Raul Garcia

(II: Elevate, Goal 2: Maximize resources entrusted to the College)

Mr. Garcia stated the Broker/Dealer list is reviewed every year and there are no changes being recommended this year.

Motion: Approve the Broker/Dealer list as presented.

Moved by: Regent Loeb | Seconded by: Regent Averyt

Vote: Carried unanimously, 6–0 by show of hands

In favor: Regents Scott, Adame, Averyt, Crull, Garza, and Loeb.

10. CLOSED SESSION:

At 3:24 p.m., the Chair announced that the Board was going into Closed Session pursuant to:

- a. **TEX. GOV'T CODE § 551.071**: (Consultation with legal counsel), regarding pending or contemplated litigation, or a settlement offer, and the seeking of legal advice from counsel on pending legal or contemplated matters or claims, with possible discussion and action in open session; and,
- b. **TEX. GOV'T CODE § 551.087**: (Deliberation Regarding Economic Development), regarding discussion or deliberation of information received from a business prospect with which the College is conducting economic development negotiations and/or the deliberation of an offer of a financial or other incentive to a business prospect, with possible discussion and action in open session; and,
- c. **TEX. GOV'T CODE § 551.074(a)(1)**: (Personnel matters), regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, with possible discussion and action in open session.

The Board of Regents reconvened Open Session at 3:59 p.m. with no action taken.

CALENDAR:

Discussion and possible action related to calendaring dates.

ADJOURNMENT:

The meeting was adjourned at 4:01 p.m.

MINUTES REVIEWED BY GC: /s/ARjr

CONSENT AGENDA

Item 2

Del Mar College

Quarterly Investment Report

Quarter ended August 31, 2026

Quarterly Highlights

Measure	August 31, 2026
Ending book value	\$79,788,757.38
Ending market value	\$79,636,013.92
Investment income - current quarter	\$999,937.46
Unrealized gain/(loss)	(\$152,743.46)
Weighted average maturity	134 days
Weighted average yield	3.80%
Benchmark - 6-month Treasury bill	3.79%

Portfolio Performance Highlights:

- Average Yield – 3.80%
- 6-month Treasury Bill Benchmark – 3.79%
- Actual Weighted Average Maturity – 134 Days
- Policy Weighted Average Maturity – 365 Days

Portfolio Summary and Pooled Fund Information

Portfolio Summary

Measure	May 31, 2026	August 31, 2026
Book value	\$114,132,183.62	\$79,788,757.38
Market value	\$114,047,099.70	\$79,636,013.92
Unrealized gain/(loss)	(\$85,083.92)	(\$152,743.46)
Weighted average maturity	0.22 years	0.37 years
Weighted average yield	3.77%	3.80%

Fund Group Summary

Fund group	Beginning market value	Ending market value	Interest earned during period
Local Maintenance	\$80,198,813.60	\$60,257,750.96	\$713,659.14
Plant	\$9,046,826.18	\$7,398,993.25	\$83,468.53
Revenue Bond I & S	\$2,410,908.27	\$2,433,990.12	\$23,081.85
Tax Bond I & S	\$22,390,551.65	\$9,545,279.59	\$179,727.94
Total	\$114,047,099.70	\$79,636,013.92	\$999,937.46

Portfolio Allocation and Policy Compliance

Investment type	Book value	% of portfolio	Policy Limit	Status
Local government investment pool (LOGIC)	\$52,137,844.30	65.47%	100%	Compliant
Money market funds	\$2,667,505.52	3.35%	50%	Compliant
U.S. Treasuries	\$24,983,407.56	31.18%	75%	Compliant
Total	\$79,788,757.38	100.00%		

Investment Position by Fund and Investment Type

Fund	Investment type	Book value	Market value
Local Maintenance	LOGIC investment pool	\$32,759,581.34	\$32,759,581.34
Local Maintenance	Money market funds	\$2,667,505.52	\$2,667,505.52
Local Maintenance	U.S. Treasuries	\$24,983,407.56	\$24,830,664.10
Local Maintenance	Subtotal	\$60,410,494.42	\$60,257,750.96
Plant	LOGIC investment pool	\$7,398,993.25	\$7,398,993.25
Revenue Bond I & S	LOGIC investment pool	\$2,433,990.12	\$2,433,990.12
Tax Bond I & S	LOGIC investment pool	\$9,545,279.59	\$9,545,279.59
Total portfolio	All investments	\$79,788,757.38	\$79,636,013.92

Quarterly Investment Transactions

Date	Fund	CUSIP	Investment	Transaction	Amount
June 30, 2026	Local Maintenance	91282CKY6	U.S. Treasury 4.625% due 06/30/2026	Final maturity	\$5,000,000.00
July 2, 2026	Local Maintenance	91282CQY0	U.S. Treasury 4.125% due 06/30/2028	Purchase	\$5,000,195.31 principal cost

Detailed Investment Holdings

CUSIP	Security	Maturity	Fund	Book value	Market value	Yield
91282CJP7	U.S. Treasury 4.375%	12/15/2026	Local Maintenance	\$5,002,231.57	\$5,006,835.95	4.21%
91282CPE5	U.S. Treasury 3.500%	10/31/2027	Local Maintenance	\$5,001,061.18	\$4,956,250.00	3.48%
91282CPL9	U.S. Treasury 3.375%	11/30/2027	Local Maintenance	\$4,985,982.26	\$4,945,117.20	3.61%
91282CPS4	U.S. Treasury 3.375%	12/31/2027	Local Maintenance	\$4,993,952.35	\$4,940,820.30	3.47%
91282CQY0	U.S. Treasury 4.125%	06/30/2028	Local Maintenance	\$5,000,180.20	\$4,981,640.65	4.12%
	U.S. Treasury total		Local Maintenance	\$24,983,407.56	\$24,830,664.10	3.78%

Cash-equivalent and Pooled Holdings

Account / investment	Fund	Book value	Market value	Yield / rating
LOGIC	Local Maintenance	\$32,759,581.34	\$32,759,581.34	3.83% / AAA
Wells Fargo Stagecoach Sweep Account	Local Maintenance	\$2,657,621.52	\$2,657,621.52	3.56%
Wells Fargo Analyzed Business Checking PF	Local Maintenance	\$9,884.00	\$9,884.00	0.00%
LOGIC	Plant	\$7,398,993.25	\$7,398,993.25	3.83% / AAA
LOGIC	Revenue Bond I & S	\$2,433,990.12	\$2,433,990.12	3.83% / AAA
LOGIC	Tax Bond I & S	\$9,545,279.59	\$9,545,279.59	3.83% / AAA

Earnings, Compliance, and Certification

Quarterly Earnings by Fund

Fund	Interest accrued	Net amortization / accretion	Adjusted investment earnings
Local Maintenance	\$713,382.36	\$276.78	\$713,659.14
Plant	\$83,468.53	\$0.00	\$83,468.53
Revenue Bond I & S	\$23,081.85	\$0.00	\$23,081.85
Tax Bond I & S	\$179,727.94	\$0.00	\$179,727.94
Total	\$999,660.68	\$276.78	\$999,937.46

Report Purpose and Compliance

This quarterly report is prepared in compliance with the College's Investment Policy and Strategy and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Compliance Certification

The undersigned investment officers jointly prepared and reviewed this quarterly investment report for the period ended August 31, 2026. The investment officers attest that the investment portfolio complies with the investment strategies expressed in the College's Investment Policy and Strategy and with the relevant provisions of the Texas Public Funds Investment Act.



Raul Garcia, Vice President and Chief Financial Officer
Investment Officer



Dr. Catherine West, Director of Accounting
Investment Officer



Meeder Representative

CONSENT AGENDA

Item 3

DEL MAR COLLEGE
INCOME/EXPENSE STATEMENT
CURRENT OPERATING FUNDS
For the Twelve Months Ended August 2026

	FY 2026			FY 2025		
	BUDGET	ACTUALS	% Spent YTD	BUDGET	ACTUALS	% Spent YTD
REVENUES: <i>RG</i>						
<u>STATE FUNDING</u>						
PERFORMANCE APPROPRIATION	\$ 19,183,677	\$ 19,270,426	100%	\$ 19,508,146	\$ 19,909,934	102%
FAST APPROPRIATION	1,715,447	2,412,061	141%	1,187,164	2,603,472	219%
INSURANCE CONTRIBUTION	4,934,964	4,934,964	100%	4,281,371	4,281,371	100%
RETIREMENT CONTRIBUTION	1,966,711	2,571,349	131%	1,966,711	2,294,845	117%
TOTAL STATE FUNDING	\$ 27,800,799	\$ 29,188,800	105%	\$ 26,943,392	\$ 29,089,622	108%
<u>OTHER REVENUES</u>						
TUITION & FEES	\$ 22,324,462	\$ 21,623,893	97%	\$ 22,001,700	\$ 22,085,506	100%
PROPERTY TAXES	81,355,641	84,732,905	104%	75,055,641	78,763,259	105%
INVESTMENT INCOME	1,710,000	3,122,830	183%	793,400	3,949,193	498%
MISCELLANEOUS	468,744	1,872,643	400%	468,744	1,018,820	217%
TOTAL OTHER REVENUES	\$ 105,858,847	\$ 111,352,272	105%	\$ 98,319,485	\$ 105,816,778	108%
TOTAL REVENUES	\$ 133,659,646	\$ 140,541,073		\$ 125,262,877	\$ 134,906,400	
EXPENDITURES:						
<u>SALARIES & BENEFITS</u>						
FACULTY SALARIES	\$ 37,373,767	\$ 40,408,452	108%	\$ 36,431,043	\$ 35,755,000	98%
EXEMPT SALARIES	20,836,885	20,468,523	98%	17,649,603	18,025,860	102%
NON EXEMPT SALARIES	13,920,973	14,040,707	101%	13,204,608	12,867,477	97%
BENEFITS	23,305,035	22,507,264	97%	21,531,283	21,051,883	98%
TOTAL SALARIES & BENEFITS	\$ 95,436,660	\$ 97,424,947	102%	\$ 88,816,537	\$ 87,700,220	99%
<u>NON-SALARY</u>						
CONTRACT INSTRUCTION	\$ 158,600	\$ 158,600	100%	\$ 158,600	\$ 144,077	91%
SUPPLIES, POSTAGE, DUPL., COPIER RENTAL	3,788,158	3,286,096	87%	3,799,761	3,472,055	91%
MAINTENANCE & REPAIRS	3,881,276	2,458,811	63%	3,873,556	2,336,336	60%
EQUIPMENT	1,729,788	2,124,589	123%	1,588,748	3,219,363	203%
STUDENT RECRUITING AND MARKETING	1,563,906	1,304,663	83%	1,278,906	1,136,244	89%
AUDIT & LEGAL, TAX APPRAISAL, COLL. FEES	1,929,066	1,488,640	77%	1,823,694	1,843,070	101%
CONTRACT LABOR & CONSULTANTS	3,975,541	6,239,246	157%	3,596,155	4,562,966	127%
ACCREDITATION	97,769	80,515	82%	63,336	52,910	84%
SPECIAL POP. INTERPRETOR	195,000	445,664	229%	120,000	417,299	348%
COMP. SOFTWARE, HARDWARE, LICENSE & SERV.	5,084,201	4,499,716	89%	4,430,706	4,406,905	99%
TRAVEL & PROFESSIONAL DEVELOPMENT	583,581	570,678	98%	553,513	580,571	105%
ELECTION	-	-	0%	175,000	-	0%
SECURITY	1,632,304	1,844,730	113%	1,627,304	1,650,577	101%
RECRUITMENT	32,000	25,391	79%	32,000	141,582	442%
FOOD BEVERAGE	115,861	130,066	112%	99,312	115,033	116%
LIBRARY	251,122	257,871	103%	259,297	215,749	83%
BAD DEBT	225,000	225,000	100%	225,000	149,874	67%
MEMBERSHIP & DUES	269,389	201,078	75%	273,459	197,445	72%
MEMBERSHIP & DUES/INDIRECT ADVOCACY	4,200	634	15%	130	-	0%
UTILITIES & TELEPHONE	3,619,219	3,408,106	94%	3,092,861	3,273,692	106%
INSURANCE	4,135,371	3,244,192	78%	4,535,044	3,525,213	78%
BANK & COLLECTION FEES	155,300	180,738	116%	155,300	159,571	103%
CAMPUS POLICE	302,858	3,718	1%	302,858	31,192	10%
TUITION BOND TRANSFERS OUT	1,950,750	1,950,750	100%	1,951,000	1,951,000	100%
MISCELLANEOUS	537,831	679,054	126%	551,857	1,056,053	191%
TOTAL NON-SALARY	\$ 36,218,091	\$ 34,808,545	96%	\$ 34,567,397	\$ 34,638,778	100%
CONTINGENCY	\$ 2,004,895	-	0%	\$ 1,878,943	-	0%
TOTAL CONTINGENCY	\$ 2,004,895	\$ -	0%	\$ 1,878,943	\$ -	0%
TOTAL EXPENDITURES	\$ 133,659,646	\$ 132,233,493	99%	\$ 125,262,877	\$ 122,338,998	98%
CURRENT NET INCOME AVAILABLE FROM OPERATIONS		\$ 8,307,580			\$ 12,567,403	

DEL MAR COLLEGE
BALANCE SHEET
CURRENT OPERATING FUNDS
As of August 31, 2026

	FY2026	FY2025	Change
ASSETS: <i>RG</i>			
CASH	\$ 4,893,520	\$ 5,293,316	\$ (399,796)
INVESTMENTS	53,828,724	58,226,481	(4,397,757)
PREPAID EXPENSE	-	523,415	(523,415)
ACCOUNTS RECEIVABLE:			
ACCRUED INTEREST	157,658	24,641	133,017
STUDENT & OTHER RECEIVABLES	7,498,815	6,036,231	1,462,584
PROPERTY TAX RECEIVABLE	4,195,458	4,191,464	3,994
FAST APPROPRIATIONS RECEIVABLE	632,157	2,155,476	(1,523,319)
DEFERRED OUTFLOWS PENSION & OPEB	6,891,365	12,071,064	(5,179,699)
TOTAL ASSETS	\$ 78,097,697	\$ 88,522,088	\$ (10,424,391)
LIABILITIES:			
CURRENT LIABILITIES:			
ACCOUNTS PAYABLE	\$ 3,356,307	\$ 5,095,232	\$ (1,738,925)
SALARIES & BENEFITS PAYABLE	560,806	524,882	35,924
ESTIMATED SICK LEAVE & VAC. PAYABLE	798,746	841,813	(43,067)
NET PENSION AND OPEB LIABILITY	1,545,690	1,239,542	306,148
DEFERRED TUITION	8,560,626	9,111,167	(550,541)
DEFERRED INCOME-OTHER	290,521	-	290,521
REVENUE BOND PAYABLE	-	-	-
TOTAL CURRENT LIABILITIES	15,112,696	16,812,636	(1,699,940)
NONCURRENT LIABILITIES:			
ESTIMATED SICK LEAVE & VAC. PAYABLE	\$ 7,188,712	\$ 7,576,319	\$ (387,607)
OTHER LIABILITIES AND DEFERRED INFLOWS OF RESOURCES:			
NET PENSION AND OPEB	77,219,703	76,908,909	310,794
DEFERRED INFLOWS RELATED TO PENSION & OPEB	10,451,535	16,381,348	(5,929,813)
TOTAL OTHER LIABILITIES AND DEFERRED INFLOWS OR RESOURCES	87,671,238	93,290,257	(5,619,019)
TOTAL NONCURRENT LIABILITIES	94,859,950	100,866,576	(6,006,626)
TOTAL LIABILITIES	\$ 109,972,646	\$ 117,679,212	\$ (7,706,566)
NET POSITION			
UNRESTRICTED FUND BALANCE FROM OPERATIONS	\$ 33,543,033	\$ 32,134,208	\$ 1,408,825
RISK RESERVE	8,600,000	8,600,000	-
REDUCTION RELATED TO NET PENSION & OPEB FUND BALANCE	(82,325,563)	(82,458,735)	133,172
CURRENT YEAR NET INCOME AVAILABLE FROM OPERATIONS	8,307,581	12,567,403	(4,259,822)
TOTAL NET POSITION	\$ (31,874,949)	\$ (29,157,124)	\$ (2,717,825)
TOTAL LIABILITIES AND NET POSITION	\$ 78,097,697	\$ 88,522,088	\$ (10,424,391)

Del Mar College
Financial Record System
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Disbursements for dates 8/01/2026 thru 8/31/2026

Check	Date	Payee	Amount	Description
87170	8/4/2026	ABC Supply Interiors Inc	\$ 741.22	Instructional Supplies
87171	8/4/2026	Aquatic Renovations	750.00	Repairs & Maintenance
87172	8/4/2026	Binswanger Glass	2,770.14	SC NC Building Structure
87173	8/4/2026	Corpus Christi Stamp Works Inc	137.90	Office Supplies
87174	8/4/2026	Daikin Applied	715.00	Contractors
87175	8/4/2026	Dell Technologies Inc	9,433.99	< 5,000 Computer Not Cap INVT
87176	8/4/2026	Elegant Limo & Charter	1,500.00	Travel
87177	8/4/2026	Kelly Anderson Group	1,198.50	Online Services
87178	8/4/2026	King Ranch Ag & Turf	332.08	Site Supplies
87179	8/4/2026	Erica F. Lerma	180.00	Funds Held for Other Additions
87180	8/4/2026	Marlin Works Inc	733.80	Production,Publications & Prom
87181	8/4/2026	Northern Safety Company Inc	116.43	Supplies - Not Cap Not INVT
87182	8/4/2026	Oxford Nanopore Technologies Inc	166.00	Instructional Supplies
87183	8/4/2026	Alyssa A. Presas	180.00	Funds Held for Other Additions
87184	8/4/2026	SchoolMart	718.00	Software Desk Lic Fees
87185	8/4/2026	Shellback Tactical LLC	2,230.96	Supplies - Not Cap Not INVT
87186	8/4/2026	South Texas Botanical Gardens & Nature Ctr	5,000.00	Production,Publications & Prom
87187	8/4/2026	South Texas Music Mart	484.00	Instructional Supplies
87188	8/4/2026	Stewart Dean Bearing Inc	21.00	HVAC
87189	8/4/2026	Technical Laboratory Systems	7,090.00	< 5,000 Equip Not Cap INVT
87190	8/4/2026	Their Day Foundation Inc	2,500.00	Production,Publications & Prom
87191	8/4/2026	Thomson Reuters- West	1,128.42	Library Continuation
87192	8/4/2026	Justin M. Torres, Jr.	180.00	Funds Held for Other Additions
87194	8/4/2026	UniFirst	93.68	Uniforms
87195	8/4/2026	United Refrigeration Inc	149.26	HVAC
87196	8/4/2026	Abel Valdez, Jr.	180.00	Funds Held for Other Additions
87197	8/4/2026	VWR Funding Inc	592.05	Instructional Supplies
87198	8/6/2026	Corpus Christi Cycle Plaza	2,199.96	Supplies - Not Cap Not INVT
87199	8/6/2026	Dell Technologies Inc	3,700.45	PC Maintenance Supplies
87200	8/6/2026	Facility Solutions Group	548.14	Electrical
87201	8/6/2026	GK Techstar, LLC	541.50	Repairs & Maintenance
87202	8/6/2026	Gobi Library Solutions from EBSCO	174.34	Library Books
87203	8/6/2026	GreatAmerica Financial Services Corporation	3,025.14	Copier Rental
87204	8/6/2026	HEB Grocery Company	131.94	Food Supplies
87205	8/6/2026	Holt Truck Centers	36.84	Repairs & Maintenance
87206	8/6/2026	Jean's Restaurant Supply	1,797.20	Instructional Supplies
87207	8/6/2026	Kevin C. McDermott	900.00	Production,Publications & Prom
87208	8/6/2026	Pittsburg Paints	1,065.06	Building Structure
87209	8/6/2026	ROC Software Systems Inc	649.00	Software Desk Lic Fees
87210	8/6/2026	SchoolMart	1,274.00	Office Supplies
87211	8/6/2026	Stewart Dean Bearing Inc	1,116.50	HVAC
87212	8/6/2026	Surgical Science North America	8,967.50	Software Desk Lic Fees
87213	8/6/2026	Swagelok Corpus Christi	615.11	Instructional Supplies
87214	8/6/2026	Swank Motion Pictures Inc	7,450.00	Library - Elec Resource
87215	8/6/2026	Thomson Reuters- West	1,770.72	Software Desk Lic Fees
87216	8/6/2026	UniFirst	318.05	Supplies - Not Cap Not INVT
87217	8/6/2026	US Foods Inc	141.68	Instructional Supplies
87218	8/6/2026	US Omni & TSACG Compliance Services Inc	750.00	Consultants
87219	8/6/2026	VWR Funding Inc	2,019.93	Instructional Supplies

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Disbursements for dates 8/01/2026 thru 8/31/2026

Check	Date	Payee	Amount	Description
87220	8/7/2026	Linda Ayala	442.79	A/P - Direct Deposit
87221	8/11/2026	Alameda Medical Supply & Uniforms	163.96	Participant Support Costs
87222	8/11/2026	American GI Forum of South Texas	1,000.00	Production,Publications & Prom
87223	8/11/2026	Aransas County Partnership ECD	2,500.00	Production,Publications & Prom
87224	8/11/2026	Bound Tree Medical LLC	7,081.47	Instructional Supplies
87225	8/11/2026	BSN Sports LLC	254.79	Uniforms
87228	8/11/2026	Gobi Library Solutions from EBSCO	102.39	Library Books
87229	8/11/2026	Got You Covered Work Wear and Uniforms	2,410.55	Uniforms
87230	8/11/2026	GreatAmerica Financial Services Corporation	6,631.23	Copier Rental
87231	8/11/2026	Gulf Coast Mailing Services LLC	41.40	Postage
87232	8/11/2026	HEB Grocery Company	104.31	Food Supplies
87233	8/11/2026	Home Depot	2,212.37	Building Structure
87234	8/11/2026	Instructure Inc	5,997.54	Transcript Fee
87235	8/11/2026	Interstate Batteries of	1,141.08	P & S - Other
87236	8/11/2026	Johnson Controls Building Solutions LLC	5,674.24	Repairs & Maintenance
87237	8/11/2026	JW Pepper & Sons Inc	443.19	Supplies - Not Cap Not INVT
87238	8/11/2026	King Ranch Ag & Turf	851.85	Site Supplies
87239	8/11/2026	Lawrence Greenwood Marine Laundry	997.50	Instructional Supplies
87240	8/11/2026	Lenora Keas & Associates LLC	8,250.00	Consultants
87241	8/11/2026	Liquid Environmental Solutions of Texas, Llc	461.89	Environmental Compliance
87242	8/11/2026	LULAC Council 1	1,000.00	Production,Publications & Prom
87243	8/11/2026	McKesson Medical-Surgical Government Solutions LLC	527.41	Instructional Supplies
87245	8/11/2026	Mobile Communications America Inc	588.00	Other General Expense
87246	8/11/2026	Nami Texas Inc	1,500.00	Production,Publications & Prom
87247	8/11/2026	Northern Safety Company Inc	435.75	Supplies - Not Cap Not INVT
87248	8/11/2026	Oil Patch Petroleum Inc	215.64	Repairs & Maintenance
87249	8/11/2026	Oxford Nanopore Technologies Inc	585.00	Instructional Supplies
87250	8/11/2026	Pittsburg Paints	674.36	Building Structure
87251	8/11/2026	PODS Enterprises LLC	117.10	P & S - Other
87252	8/11/2026	Pye-Barker Fire & Safety, LLC	375.00	Repairs & Maintenance
87253	8/11/2026	Pye-Barker Fire & Safety, LLC	639.95	Repairs & Maintenance
87254	8/11/2026	Pye-Barker Fire & Safety, LLC	4,758.00	Repairs & Maintenance
87255	8/11/2026	San Patricio County Appraisal District	1,540.13	Tax Appraisal Fee
87256	8/11/2026	SchoolMart	6,131.80	Supplies - Not Cap Not INVT
87257	8/11/2026	SCN Worldwide LLC	384.51	Office Supplies
87258	8/11/2026	Stewart Dean Bearing Inc	624.00	HVAC
87259	8/11/2026	Summit Fire & Security LLC	591.20	Contract Labor
87261	8/11/2026	Accounts Payable Dept.	3.00	Grants & Contracts
87262	8/11/2026	Toshiba Business Solutions	3,528.73	Copier Rental
87263	8/11/2026	UniFirst	1,026.82	Supplies - Not Cap Not INVT
87264	8/11/2026	US Foods Inc	1,822.80	Food Supplies
87265	8/11/2026	VWR Funding Inc	453.98	Instructional Supplies
87267	8/13/2026	Aransas Pass ISD	1,885.00	A/R - 3rd Party
87268	8/13/2026	Big M Pest Control	39.00	Repairs & Maintenance
87269	8/13/2026	Bio-Rad Laboratories	272.52	Instructional Supplies
87270	8/13/2026	Bound Tree Medical LLC	174.44	Instructional Supplies
87271	8/13/2026	Coastal Bend Redbook Directories	998.00	Advertising
87273	8/13/2026	EAN Services LLC	188.56	Travel
87274	8/13/2026	EAN Services LLC	121.80	Travel

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Disbursements for dates 8/01/2026 thru 8/31/2026

Check	Date	Payee	Amount	Description
87275	8/13/2026	Experian	100.00	Other General Expense
87276	8/13/2026	Facility Solutions Group	4,607.79	SC NC Electrical
87277	8/13/2026	Gall's Inc	2,368.50	Instructional Supplies
87278	8/13/2026	Gobi Library Solutions from EBSCO	290.38	Library Books
87279	8/13/2026	HEB Grocery Company	23.28	Food Supplies
87280	8/13/2026	Holt Truck Centers	435.62	Repairs & Maintenance
87281	8/13/2026	Home Depot	669.74	Building Structure
87282	8/13/2026	Hub City Overhead Door	916.50	SC NC Building Structure
87284	8/13/2026	Instructure Inc	5,552.23	Transcript Fee
87285	8/13/2026	Interstate Batteries of	131.50	P & S - Other
87286	8/13/2026	Jamison Pool Service LLC	7,570.41	Environmental Compliance
87287	8/13/2026	Jean's Restaurant Supply	4,651.65	Instructional Supplies
87288	8/13/2026	Kelly Anderson Group	1,198.50	Online Services
87289	8/13/2026	Lawrence Greenwood Marine Laundry	630.00	Instructional Supplies
87290	8/13/2026	Lone Star Piano Tuning	1,050.00	Repairs & Maintenance
87291	8/13/2026	Mary Ann Gansle	300.00	Employee Med Exam
87292	8/13/2026	National Accrediting Agency	3,273.00	Accreditation Expense
87293	8/13/2026		4,660.51	A/R - Students
87294	8/13/2026	PASCO Scientific	1,602.60	Supplies - Not Cap Not INVT
87295	8/13/2026	Promo Universal LLC	1,579.50	Production, Publications & Prom
87297	8/13/2026	UniFirst	143.13	Uniforms
87298	8/13/2026	US Foods Inc	1,867.37	Instructional Supplies
87299	8/13/2026	VWR Funding Inc	3,448.35	Instructional Supplies
87300	8/18/2026	AOTA	275.00	Software Desk Lic Fees
87301	8/18/2026	B&H Equipment Services LLC	2,089.18	Repairs & Maintenance
87302	8/18/2026	City of Corpus Christi	131.00	Disposal Trash
87303	8/18/2026	DCCM Infrastructure Inc	5,970.00	Consultants
87304	8/18/2026	Gall's Inc	373.00	Uniforms
87305	8/18/2026	Lexipol LLC	9,442.99	Software Desk Lic Fees
87306	8/18/2026	Oslin Nation Co	1,655.00	Repairs & Maintenance
87307	8/18/2026	Pittsburg Paints	395.19	Building Structure
87308	8/18/2026	Pocket Nurse	4,704.95	Instructional Supplies
87310	8/18/2026	Pye-Barker Fire & Safety, LLC	2,395.00	Contract Labor
87311	8/18/2026	Ragic Inc	212.80	Software Desk Lic Fees
87312	8/18/2026	Salesforce, Inc.	1,574.40	Software Desk Lic Fees
87313	8/18/2026	Sam's Club	858.31	Funds Held for Others
87314	8/18/2026	Stewart Dean Bearing Inc	304.00	HVAC
87316	8/18/2026	Texas Department of Licensing and Regulatoin	525.00	P & S - Other
87317	8/18/2026	UniFirst	16.29	Uniforms
87320	8/20/2026	American Association for	311.00	Memberships & Dues
87321	8/20/2026	AT & T	2,512.07	Telephone
87322	8/20/2026	AT & T	80.53	Telephone
87323	8/20/2026	AT & T	2,512.36	Telephone
87324	8/20/2026	Automation Dynamics Inc	6,500.00	Software Desk Lic Fees
87325	8/20/2026	Victor M. Betancourt, II	1,127.50	Advertising
87326	8/20/2026	Bio-Rad Laboratories	2,055.52	Instructional Supplies
87327	8/20/2026	Buster's Propane LLC	19.13	Fuel/Oil
87329	8/20/2026	Corpus Christi Gasket &	26.50	Supplies - Not Cap Not INVT
87330	8/20/2026	Corpus Christi Safe & Lock Co	8.00	Office Supplies

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Disbursements for dates 8/01/2026 thru 8/31/2026

Check	Date	Payee	Amount	Description
87331	8/20/2026	Corpus Christi Stamp Works Inc	620.52	Office Supplies
87333	8/20/2026	Dell Technologies Inc	1,182.06	< 5,000 Computer Not Cap INVT
87334	8/20/2026	Design Science Inc	569.80	Software Desk Lic Fees
87335	8/20/2026	Eppendorf North America Inc	594.03	Repairs & Maintenance
87336	8/20/2026	Flinn Scientific, Inc	149.00	Supplies - Not Cap Not INVT
87337	8/20/2026	GreatAmerica Financial Services Corporation	473.50	Copier Rental
87338	8/20/2026	HEB Grocery Company	156.44	Food Supplies
87339	8/20/2026	Home Depot	4.96	Building Structure
87340	8/20/2026	IBM Corporation	4,342.76	Software Desk Lic Fees
87342	8/20/2026	Kiii Tv Channel 3	60.00	Production,Publications & Prom
87344	8/20/2026	McKesson Medical-Surgical Government Solutions LLC	1,269.57	Instructional Supplies
87346	8/20/2026	RegisterBlast	2,789.00	Hobet Test
87347	8/20/2026	SecureTech	2,700.00	Consultants
87348	8/20/2026	South Texas Music Mart	317.00	Instructional Supplies
87349	8/20/2026	Teleflex LLC	568.35	Instructional Supplies
87350	8/20/2026	US Foods Inc	125.35	Instructional Supplies
87351	8/20/2026	VWR Funding Inc	197.58	Instructional Supplies
87352	8/25/2026	Alliance Health Resources Mobile Division Ltd	2,880.00	Online Services
87353	8/25/2026	Astound Business Solutions	1,360.00	Internet
87354	8/25/2026	AT & T	503.37	Internet
87355	8/25/2026	AT & T	503.37	Internet
87356	8/25/2026	CC Battery Co Inc	57.50	Repairs & Maintenance
87357	8/25/2026	City of Corpus Christi	60.00	Memberships & Dues
87358	8/25/2026	City of San Diego	4,281.00	CI - Tuition/Fees
87359	8/25/2026	Corpus Christi Builders	2,625.00	Building Structure
87360	8/25/2026	Facility Solutions Group	9,009.00	SC NC Electrical
87361	8/25/2026	Gall's Inc	6.86	Uniforms
87362	8/25/2026	Gannett Texas/New Mexico LocaliQ	306.80	Advertising
87363	8/25/2026	Got You Covered Work Wear and Uniforms	454.70	Uniforms
87364	8/25/2026	Gulf Coast Mailing Services LLC	61.90	Postage
87365	8/25/2026	HEB Grocery Company	284.96	Instructional Supplies
87366	8/25/2026	Holt Truck Centers	2,251.17	Repairs & Maintenance
87367	8/25/2026	Home Builders Institute	1,050.00	Online Services
87368	8/25/2026	Home Depot	598.41	Building Structure
87369	8/25/2026	Interstate Batteries of	613.76	P & S - Other
87370	8/25/2026	JimSon Inc	718.59	Repairs & Maintenance
87371	8/25/2026	Johnson Bros Bakery Supply Inc	716.29	Instructional Supplies
87372	8/25/2026	Maya Kainth	2,000.00	Participant Support Costs
87373	8/25/2026	King Ranch Ag & Turf	81.78	Site Supplies
87374	8/25/2026	Lawrence Greenwood Marine Laundry	315.00	Instructional Supplies
87375	8/25/2026	Lone Star Piano Tuning	545.00	Repairs & Maintenance
87376	8/25/2026	Marlin Works Inc	364.30	Uniforms
87377	8/25/2026	Kevin C. McDermott	2,900.00	Contract Labor
87380	8/25/2026	PODS Enterprises LLC	117.10	P & S - Other
87381	8/25/2026	Pye-Barker Fire & Safety, LLC	3,380.00	Contract Labor
87382	8/25/2026	Sam's Club	121.04	Food Supplies
87383	8/25/2026	Sign-Ups and Banners	7,300.00	Advertising
87384	8/25/2026	SPBS Inc	2,924.00	Repairs & Maintenance
87385	8/25/2026	Steelcobelimed Inc.	2,500.00	Repairs & Maintenance

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87386	8/25/2026	Texas A&M University - Corpus Christi	3,448.60	CI - Tuition/Fees
87388	8/25/2026	UniFirst	904.48	Uniforms
87389	8/25/2026	US Foods Inc	1,331.87	Supplies - Not Cap Not INVT
87390	8/25/2026	VWR Funding Inc	38.47	Instructional Supplies
87391	8/25/2026	VWR Funding Inc	82.35	Instructional Supplies
87392	8/25/2026	VWR Funding Inc	31.49	Instructional Supplies
87393	8/25/2026	VWR Funding Inc	66.32	Instructional Supplies
87394	8/25/2026	VWR Funding Inc	8,338.89	< 5,000 Equip Not Cap INVT
87398	8/27/2026	AT & T	80.53	Telephone
87399	8/27/2026	Barbizon Light of the Rockies	2,695.00	Supplies - Not Cap Not INVT
87400	8/27/2026	Bio-Rad Laboratories	2,646.11	Instructional Supplies
87402	8/27/2026	Buster's Propane LLC	30.00	Fuel/Oil
87403	8/27/2026	Coastal Bend Redbook Directories	499.00	Advertising
87404	8/27/2026		36.00	A/R - Students
87405	8/27/2026		36.00	A/R - Students
87407	8/27/2026	Department of Information	572.01	Telephone
87408	8/27/2026	Driscoll Children's Hospital Development Foundation	127.50	Instructional Supplies
87411	8/27/2026	Envision Network Solutions, LLC	1,570.90	Contract Labor
87413	8/27/2026	Full Compass Systems LTD	200.80	Supplies - Not Cap Not INVT
87414	8/27/2026	Gall's Inc	1,539.48	Uniforms
87415	8/27/2026	GreatAmerica Financial Services Corporation	526.50	Copier Rental
87416	8/27/2026	Guard Master Fire & Safety	4,571.45	Contract Labor
87417	8/27/2026	Home Depot	45.09	Instructional Supplies
87418	8/27/2026	Int'l Assoc of Heat & Frost, Insulators L87 Jatc Fund	2,393.94	Consultants
87419	8/27/2026	Johnson Controls Building Solutions LLC	2,609.98	SC NC HVAC
87420	8/27/2026	JW Pepper & Sons Inc	67.99	Supplies - Not Cap Not INVT
87421	8/27/2026	Labster Inc	2,277.00	Software Desk Lic Fees
87422	8/27/2026	Laerdal Medical Corp	2,907.82	Instructional Supplies
87423	8/27/2026	Cengage Learning	5,415.00	Instructional Supplies
87424	8/27/2026	Loftin Equipment Co	1,430.00	SC NC HVAC
87425	8/27/2026	Pearson Education	3,149.70	Software Desk Lic Fees
87426	8/27/2026	Pocket Nurse	444.00	Instructional Supplies
87428	8/27/2026	Promo Universal LLC	9,544.50	Production,Publications & Prom
87430	8/27/2026	South Texas Chapter AGC	2,800.00	Consultants
87431	8/27/2026	Stewart Dean Bearing Inc	209.00	HVAC
87432	8/27/2026		36.00	A/R - Students
87433	8/27/2026	UniFirst	401.26	Instructional Supplies
87434	8/27/2026	US Foods Inc	340.80	Instructional Supplies
87435	8/27/2026	Verizon Wireless	37.22	Telephone
87436	8/27/2026	VWR Funding Inc	5,193.29	Supplies - Not Cap Not INVT
87437	8/27/2026	West Oso High School	7,524.00	Contract Labor
87438	8/28/2026		1,541.84	A/R - Students
E0043808	8/4/2026	August R. Caesar	400.00	Participant Support Costs
E0043809	8/4/2026	Mr. Robert Garcia, Jr.	800.00	Childcare
E0043810	8/4/2026	Michael A. Quintana	700.00	Consultants
E0043811	8/4/2026	Aundrea V. Salinas	300.00	Contract Labor
E0043812	8/4/2026	Amazon.Com LLC	140.86	Instructional Supplies
E0043813	8/4/2026	B+M Industrial	475.00	HVAC
E0043814	8/4/2026	Beacon Technologies	859.00	Software Desk Lic Fees

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E0043815	8/4/2026	BibliU Campus Inc	900.00	Participant Support Costs
E0043816	8/4/2026	Bird's Rubber Stamps	15.50	Office Supplies
E0043817	8/4/2026	Columbia Advisory Group LLC	2,362.00	Consultants
E0043818	8/4/2026	Corpus Christi Produce	39.19	Food Supplies
E0043820	8/4/2026	Everest Water and Coffee LLC	382.32	Food Supplies
E0043821	8/4/2026	Nalco Company LLC	4,083.33	Chemical-Water Treatment
E0043822	8/4/2026	O'Reilly Auto Parts	221.96	Repairs & Maintenance
E0043824	8/4/2026	Safeguard System Inc	113.75	Repairs & Maintenance
E0043825	8/4/2026	Screening One Inc	762.30	Online Services
E0043826	8/4/2026	SecureTech	2,700.00	Consultants
E0043827	8/4/2026	Southern Tire Mart	120.00	Repairs & Maintenance
E0043828	8/4/2026	Spectrum	2,426.75	Internet
E0043829	8/4/2026	T-Mobile USA Inc	5,107.49	Telephone
E0043830	8/4/2026	Winston Water Cooler of Corpus	107.00	Plumbing
E0043831	8/4/2026	You Name It Specialties Inc	6,211.90	Production,Publications & Prom
E0043832	8/6/2026	Dara D. Betz	218.00	Travel
E0043833	8/6/2026	Roberto Castillero, Jr.	269.58	Travel
E0043834	8/6/2026	Paul T. Creacy	464.94	Travel
E0043835	8/6/2026	Jay L. Kacherski	507.15	Travel
E0043836	8/6/2026	Nicole A. Kindzirsky	155.00	Travel
E0043837	8/6/2026	Scott Krall	1,000.00	Contract Labor
E0043838	8/6/2026	Jackie L. Landrum	84.12	Travel
E0043840	8/6/2026	Gerald F. Napoles	907.35	Travel
E0043841	8/6/2026	Victoria L. Pannone	118.18	Travel
E0043842	8/6/2026	Michael Sabala	54.00	Contract Labor
E0043843	8/6/2026	Darcy J. Shaw	391.46	Travel
E0043844	8/6/2026	Amazon.Com LLC	44.96	Supplies - Not Cap Not INVT
E0043845	8/6/2026	Corpus Christi Athletic Club	272.51	Corpus Christi Athletic Club
E0043846	8/6/2026	Del Mar College Foundation	149.50	Foundation Contributions
E0043847	8/6/2026	Demco Inc	641.70	Supplies - Not Cap Not INVT
E0043849	8/6/2026	Ferguson Enterprises Inc	192.38	Plumbing
E0043850	8/6/2026	Fisher Scientific Company LLC	1,400.67	Instructional Supplies
E0043851	8/6/2026	Gateway Printing & Office Supp	6,306.07	Office Supply Payable
E0043852	8/6/2026	Grainger Inc	7,155.80	Instructional Supplies
E0043853	8/6/2026	Imperial Bag & Paper Co LLC	1,175.89	Instructional Supplies
E0043854	8/6/2026	JL Squared Construction	1,500.00	Contractors
E0043856	8/6/2026	LK Jordan & Associates	2,536.44	Contract Labor
E0043858	8/6/2026	PHCC San Antonio	824.96	Consultants
E0043859	8/6/2026	Puffer Sweiven LP	8,068.85	Supplies - Not Cap Not INVT
E0043860	8/6/2026	Republic Services Inc	6,636.70	Disposal Trash
E0043861	8/6/2026	Smartcom Telephone LLC	3,046.92	Internet
E0043862	8/6/2026	Southern Tire Mart	796.14	Repairs & Maintenance
E0043863	8/6/2026	Tipco Technologies LLC	36.24	Supplies - Not Cap Not INVT
E0043864	8/6/2026	TK Elevator Corporation	2,355.90	Repairs & Maintenance
E0043865	8/6/2026	Toyota Lift of Texas	549.25	Repairs & Maintenance
E0043867	8/6/2026	Winston Water Cooler of Corpus	86.01	Plumbing
E0043868	8/6/2026	You Name It Specialties Inc	658.61	Production,Publications & Prom
E0043869	8/11/2026	Celia Garza	591.63	Travel
E0043870	8/11/2026	Isaiah J. Herrero	659.00	Participant Support Costs

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E0043871	8/11/2026	Lisa B. Pollakis	4,461.54	Travel
E0043872	8/11/2026	Eva V. Sepulveda	117.48	Travel
E0043873	8/11/2026	Angela N. Soto	242.90	Travel
E0043874	8/11/2026	Kathleen M. Westergren	224.76	Travel
E0043875	8/11/2026	Amazon.Com LLC	3,714.10	Instructional Supplies
E0043876	8/11/2026	Apple Computer Inc	3,114.00	< 5,000 Computer Not Cap INVT
E0043877	8/11/2026	B & H Photo Video Pro Audio	1,646.64	Supplies - Not Cap Not INVT
E0043878	8/11/2026	Bird's Rubber Stamps	296.45	Office Supplies
E0043880	8/11/2026	Corpus Christi Produce	101.62	Food Supplies
E0043881	8/11/2026	Corpus Christi Sign Company LI	983.02	Production,Publications & Prom
E0043882	8/11/2026	Everest Water and Coffee LLC	175.00	Food Supplies
E0043884	8/11/2026	Ferguson Enterprises Inc	55.83	Plumbing
E0043885	8/11/2026	Fisher Scientific Company LLC	1,728.64	Instructional Supplies
E0043886	8/11/2026	Grainger Inc	5,985.04	Instructional Supplies
E0043887	8/11/2026	Imperial Bag & Paper Co LLC	155.84	Instructional Supplies
E0043888	8/11/2026	JL Squared Construction	2,200.00	Contractors
E0043889	8/11/2026	Johnstone Supply	2,270.58	HVAC
E0043890	8/11/2026	LK Jordan & Associates	3,876.30	Contract Labor
E0043891	8/11/2026	PHCC San Antonio	1,988.36	Consultants
E0043892	8/11/2026	Republic Services Inc	5,120.40	Disposal Trash
E0043893	8/11/2026	San Antonio Area Plumbers & Pi	2,800.00	Consultants
E0043894	8/11/2026	Schneider Electric	6,275.00	HVAC
E0043895	8/11/2026	Southern Tire Mart	853.85	Repairs & Maintenance
E0043897	8/11/2026	Winston Water Cooler of Corpus	116.82	Plumbing
E0043898	8/13/2026	Rachel M. Benavides	38.81	Duplicating
E0043899	8/13/2026	Brayden R. Burrows	659.00	Participant Support Costs
E0043900	8/13/2026	Miranda A. Castaneda	659.00	Participant Support Costs
E0043901	8/13/2026	Dearborn Real Estate	407.37	Online Services
E0043902	8/13/2026	Jennifer L. McWha	449.84	Travel
E0043903	8/13/2026	Bethany A. Ramos	659.00	Participant Support Costs
E0043904	8/13/2026	Reymundo Rosas, III	659.00	Participant Support Costs
E0043905	8/13/2026	A-Auto Tech	1,994.16	Repairs & Maintenance
E0043906	8/13/2026	Amazon.Com LLC	3,693.35	Fac-Stipend
E0043907	8/13/2026	American Welding & Gas Inc	125.62	Instructional Supplies
E0043911	8/13/2026	Baxter Healthcare Corporation	225.00	Software Desk Lic Fees
E0043912	8/13/2026	Best Buy for Business	3,558.30	< 5,000 Computer Not Cap INVT
E0043913	8/13/2026	Cintas Corporation	773.94	Contractors
E0043914	8/13/2026	Concentra Medical Center	1,683.00	Employee Med Exam
E0043915	8/13/2026	Corpus Christi Freightliner	6,351.43	Repairs & Maintenance
E0043917	8/13/2026	Everything But the Mime Inc	3,900.00	Funds Held for Others
E0043918	8/13/2026	Felix Diesel Service Inc	7,800.00	Repairs & Maintenance
E0043919	8/13/2026	Ferguson Enterprises Inc	138.46	Plumbing
E0043920	8/13/2026	Fisher Scientific Company LLC	187.72	Instructional Supplies
E0043921	8/13/2026	Gateway Printing & Office Supp	32.22	Office Supplies
E0043922	8/13/2026	Grainger Inc	4,750.51	Supplies - Not Cap Not INVT
E0043923	8/13/2026	Johnstone Supply	833.10	HVAC
E0043924	8/13/2026	Konica Minolta	6,816.00	Copier Rental
E0043925	8/13/2026	LK Jordan & Associates	3,763.44	Contract Labor
E0043926	8/13/2026	Pepsi Cola Corpus Christi	1,100.51	Food Supplies

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E0043927	8/13/2026	Republic Services Inc	716.29	Supplies - Not Cap Not INVT
E0043928	8/13/2026	Safeguard System Inc	2,764.07	Contract Labor
E0043930	8/13/2026	Tipco Technologies LLC	19.78	Repairs & Maintenance
E0043931	8/13/2026	You Name It Specialties Inc	2,767.59	Production,Publications & Prom
E0043932	8/18/2026	ACI Payments Inc	745.80	Bank Expenses
E0043933	8/18/2026	Amazon.Com LLC	47.23	Office Supplies
E0043936	8/18/2026	Dentimax Inc	399.00	< 5,000 Computer Not Cap INVT
E0043938	8/18/2026	Fisher Scientific Company LLC	411.57	Instructional Supplies
E0043939	8/18/2026	Garda CL Southwest Inc	1,891.73	Security Services
E0043940	8/18/2026	Grainger Inc	7,104.58	Building Structure
E0043941	8/18/2026	Laguna Crane Services Llc	4,895.09	Repairs & Maintenance
E0043942	8/18/2026	Meeder Public Funds, Inc.	2,166.00	Consultants
E0043943	8/18/2026	PHCC San Antonio	655.40	Consultants
E0043944	8/18/2026	Screening One Inc	592.90	Online Services
E0043945	8/18/2026	Spectrum	6,686.49	Internet
E0043946	8/18/2026	TK Elevator Corporation	2,723.78	Repairs & Maintenance
E0043947	8/18/2026	Typhon Group LLC	945.00	Software Desk Lic Fees
E0043949	8/18/2026	Winston Water Cooler of Corpus	258.32	Plumbing
E0043950	8/20/2026	Cynthia E. Arbuckle	15.24	Travel
E0043951	8/20/2026	Christina M. Campos	442.10	Travel
E0043952	8/20/2026	Dearborn Real Estate	57.71	Online Services
E0043953	8/20/2026	Nayeli Marquez	662.31	Funds Held for Other Additions
E0043954	8/20/2026	Ms. Satosha Patterson	26.84	Travel
E0043955	8/20/2026	Melody L. Skinner	3,262.16	Travel
E0043956	8/20/2026	Altex Electronics	3,461.67	PC Maintenance Supplies
E0043957	8/20/2026	Amazon.Com LLC	4,818.57	Supplies - Not Cap Not INVT
E0043958	8/20/2026	American Welding & Gas Inc	449.42	Instructional Supplies
E0043959	8/20/2026	Apple Computer Inc	1,464.00	< 5,000 Computer Not Cap INVT
E0043960	8/20/2026	B & H Photo Video Pro Audio	2,241.73	Supplies - Not Cap Not INVT
E0043961	8/20/2026	Best Buy for Business	140.50	Supplies - Not Cap Not INVT
E0043962	8/20/2026	Carolina Biological Supply	369.74	Instructional Supplies
E0043963	8/20/2026	Clampitt Paper Co of San Anton	1,462.57	Supplies - Not Cap Not INVT
E0043964	8/20/2026	Columbia Electric Supply	1,827.60	Electrical
E0043965	8/20/2026	Corpus Christi Athletic Club	272.51	Corpus Christi Athletic Club
E0043966	8/20/2026	Corpus Christi Freightliner	1,694.02	Repairs & Maintenance
E0043967	8/20/2026	Del Mar College Foundation	149.50	Foundation Contributions
E0043968	8/20/2026	Fisher Scientific Company LLC	35.43	Instructional Supplies
E0043970	8/20/2026	Grainger Inc	4,547.72	Supplies - Not Cap Not INVT
E0043972	8/20/2026	Johnstone Supply	292.74	HVAC
E0043973	8/20/2026	Nalco Company LLC	4,083.33	Chemical-Water Treatment
E0043974	8/20/2026	Netsync Network Solutions	1,855.94	Maint Agree-Software
E0043975	8/20/2026	PHCC San Antonio	4,070.27	Consultants
E0043976	8/20/2026	Texas Wilson Office Furniture	5,623.12	< 5,000 Computer Not Cap INVT
E0043977	8/20/2026	Urban Engineering	2,556.00	Consultants
E0043978	8/20/2026	V&S Contractors LLC	675.88	Repairs & Maintenance
E0043980	8/25/2026	Matthew Busby	514.41	Travel
E0043981	8/25/2026	Corlea L. Cervantes	272.80	Travel
E0043982	8/25/2026	Catherine O. Garcia	27.55	Travel
E0043983	8/25/2026	Denise A. Kaufman	13.78	Travel

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E0043984	8/25/2026	Mr. Daniel W. Korus	209.53	Travel
E0043985	8/25/2026	Robert V. Marraro, Jr.	136.30	Travel
E0043986	8/25/2026	Felix Martinez, Jr.	230.00	Contract Labor
E0043987	8/25/2026	Rogelio Moya	276.52	Instructional Supplies
E0043988	8/25/2026	Odella M. Perez	120.00	Travel
E0043989	8/25/2026	Adalee R. Winford	185.61	Travel
E0043992	8/25/2026	Corpus Christi Produce	297.36	Food Supplies
E0043993	8/25/2026	Felix Diesel Service Inc	3,142.37	Repairs & Maintenance
E0043994	8/25/2026	Ferguson Enterprises Inc	318.64	Plumbing
E0043995	8/25/2026	Grainger Inc	1,729.36	HVAC
E0043996	8/25/2026	Iconic Sign Group Llc	2,585.00	Advertising
E0043997	8/25/2026	Johnstone Supply	4,782.96	HVAC
E0043998	8/25/2026	LK Jordan & Associates	8,670.02	Contract Labor
E0044000	8/25/2026	Pepsi Cola Corpus Christi	2,163.24	Food Supplies
E0044001	8/25/2026	PHCC San Antonio	232.80	Consultants
E0044002	8/25/2026	Schneider Electric	7,495.00	HVAC
E0044004	8/25/2026	Stridde Callins & Associates	2,200.38	Consultants
E0044005	8/25/2026	T-Mobile USA Inc	890.31	Telephone
E0044007	8/25/2026	You Name It Specialties Inc	1,033.81	Production,Publications & Prom
E0044008	8/27/2026	Elizabeth A. Adamson	449.00	Travel
E0044009	8/27/2026	Nevaeha L. Flores	146.04	Funds Held for Others
E0044010	8/27/2026	Mr. Robert Garcia, Jr.	800.00	Childcare
E0044011	8/27/2026	Celia Garza	580.02	Travel
E0044012	8/27/2026	Lacy A. Gonzales	230.98	Travel
E0044013	8/27/2026	Claudia L. Hurt	2,031.09	Travel
E0044014	8/27/2026	Scott Krall	1,000.00	Contract Labor
E0044015	8/27/2026	Robert J. Mirabal	208.00	Travel
E0044016	8/27/2026	Casey D. Moebius	184.48	Travel
E0044017	8/27/2026	Vanessa C. Perez Peterson	88.47	Travel
E0044018	8/27/2026	Nancy A. Phillips	182.76	Travel
E0044019	8/27/2026	Cindy Quintanilla	127.00	Travel
E0044020	8/27/2026	MR Robert K. Ross, JR	500.00	Participant Support Costs
E0044021	8/27/2026	A-Auto Tech	1,650.64	Repairs & Maintenance
E0044022	8/27/2026	All Points Environmental LLC	7,747.00	Environmental Compliance
E0044023	8/27/2026	Amazon.Com LLC	3,635.68	Supplies - Not Cap Not INVT
E0044024	8/27/2026	B & H Photo Video Pro Audio	5,883.86	< 5,000 Computer Not Cap INVT
E0044025	8/27/2026	Best Buy for Business	3,278.96	Supplies - Not Cap Not INVT
E0044026	8/27/2026	Bird's Rubber Stamps	670.35	Office Supplies
E0044027	8/27/2026	Bugpro Inc	1,084.00	Repairs & Maintenance
E0044028	8/27/2026	CG&G Business Services Llc	945.00	Contract Labor
E0044029	8/27/2026	Cintas Corporation	2,656.15	Contractors
E0044031	8/27/2026	Clampitt Paper Co of San Anton	3,431.66	Supplies - Not Cap Not INVT
E0044032	8/27/2026	Columbia Electric Supply	170.44	Electrical
E0044033	8/27/2026	Cornell Smith Mierl Brutocao B	3,220.00	Legal Fees
E0044034	8/27/2026	Corpus Christi Athletic Club	5,501.18	Corpus Christi Athletic Club
E0044035	8/27/2026	Del Mar College Foundation	5,207.00	Foundation Contributions
E0044036	8/27/2026	Ferguson Enterprises Inc	499.34	Plumbing
E0044037	8/27/2026	Gateway Printing & Office Supp	2,538.63	Office Supplies
E0044038	8/27/2026	Grainger Inc	3,783.23	Supplies - Not Cap Not INVT

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E0044040	8/27/2026	Meller Marketing Llc	500.00	Contract Labor
E0044041	8/27/2026	Netsync Network Solutions	3,996.20	PC Maintenance Supplies
E0044042	8/27/2026	Safeguard System Inc	65.00	Repairs & Maintenance
E0044045	8/27/2026	Shoreline Plumbing Co	801.00	SC NC Plumbing
E0044046	8/27/2026	Texas Wilson Office Furniture	6,996.90	< 5,000 Furn and Fix Not Cap
E0044047	8/27/2026	Touchnet Information System	1,920.10	Student Ref Exp
E0044048	8/27/2026	Toyota Lift of Texas	400.00	Environmental Compliance
E0044049	8/27/2026	V&S Contractors LLC	7,283.39	Site Improvements
E0044050	8/27/2026	Visual Lease Llc	8,250.00	Software Desk Lic Fees
		Total:	<u>\$ 781,746.57</u>	

Del Mar College
Financial Record System
Checks Over 10,000

Disbursements for dates 8/01/2026 thru 8/31/2026

Check	Date	Payee	Amount	Description
87193	8/4/2026	U.S. Bank Voyager Fleet Systems	\$ 15,176.82	Fuel/Oil
87226	8/11/2026	Dell Technologies Inc	54,470.65	< 5,000 Computer Not Cap INVT
87227	8/11/2026	Dynasty Sound LLC	10,846.00	Supplies - Not Cap Not INVT
87244	8/11/2026	MediaValet Inc	18,200.71	Software Desk Lic Fees
87260	8/11/2026	TASB Risk Management Fund	11,197.56	Workman's Comp
87266	8/13/2026	Allied Universal Security Services	78,292.96	Security Services
87272	8/13/2026	Dell Technologies Inc	15,855.02	PC Maintenance Supplies
87283	8/13/2026	IBM Corporation	17,928.00	Software Desk Lic Fees
87296	8/13/2026	TASB Risk Management Fund	260,370.00	Workman's Comp
87309	8/18/2026	PowerSchool Group LLC	19,192.18	Software Desk Lic Fees
87315	8/18/2026	TASB Risk Management Fund	19,314.55	Unemployment
87318	8/18/2026	Weaver Instructional Systems Inc	16,000.00	Software Desk Lic Fees
87319	8/20/2026	Allied Universal Security Services	75,832.83	Security Services
87328	8/20/2026	Camacho Demolition LLC	11,100.00	Environmental Compliance
87332	8/20/2026	Dailey and Wells Communications Inc	30,522.96	< 5,000 Equip Not Cap INVT
87341	8/20/2026	Insight Public Sector Inc	70,652.35	Software Desk Lic Fees
87343	8/20/2026	Lexisnexis Matthew Bender	21,788.13	Library Continuation
87345	8/20/2026	Nueces County	13,148.89	Tax Assessing & Collecting
87378	8/25/2026	Merry X-Ray Corporation	62,400.00	Equipment Maintenance Subscrip
87379	8/25/2026	Nueces County Sheriff's Office	14,124.00	CI - Tuition/Fees
87387	8/25/2026	Texas AVL	18,828.46	Advertising
87395	8/25/2026	Hector Zertuche	16,355.00	Production,Publications & Prom
87396	8/27/2026	American Allied Health	146,220.00	Student Reimb Exp
87397	8/27/2026	American Psychological Association, Inc	11,840.83	Library - Elec Resource
87401	8/27/2026	Burlington English Inc	19,200.00	Software Desk Lic Fees
87406	8/27/2026	Dell Technologies Inc	104,826.00	< 5,000 Computer Not Cap INVT
87409	8/27/2026	Dynamic Systems, Inc.	22,550.00	Contractors
87410	8/27/2026	Element451, INC	16,875.00	Contract Labor
87412	8/27/2026	Facility Solutions Group	44,393.00	Repairs & Maintenance
87427	8/27/2026	Port Enterprises Ltd	32,018.76	Repairs & Maintenance
87429	8/27/2026	Pye-Barker Fire & Safety, LLC	50,955.96	Repairs & Maintenance
E0043819	8/4/2026	Deaf and Hard of Hearing Cente	44,175.00	Special POP Interpreter
E0043823	8/4/2026	RCN Communications LLC	20,691.00	Contract Labor
E0043848	8/6/2026	Dentimax Inc	63,980.00	< 5,000 Computer Not Cap INVT
E0043855	8/6/2026	Lightcast	13,125.00	Software Desk Lic Fees
E0043857	8/6/2026	Perusall LLC	10,000.00	Software Desk Lic Fees
E0043866	8/6/2026	TXU Energy	198,739.54	Electricity
E0043879	8/11/2026	Command Commissioning Llc	15,549.50	Consultants
E0043883	8/11/2026	Everything But the Mime Inc	15,600.00	Funds Held for Others
E0043896	8/11/2026	SpawGlass Contractors Inc	131,162.40	Contractors
E0043908	8/13/2026	Anderson Marketing Group	14,440.00	Advertising
E0043909	8/13/2026	Assessment Technologies	19,916.00	Electronic Testing RESources
E0043910	8/13/2026	B & H Photo Video Pro Audio	10,831.77	Supplies - Not Cap Not INVT
E0043916	8/13/2026	David F. Trujillo & Associates	31,000.00	Contract Labor
E0043929	8/13/2026	Texas Wilson Office Furniture	92,693.22	< 5,000 Furn and Fix Not Cap

Del Mar College
Financial Record System
Checks Over 10,000

Disbursements for dates 8/01/2026 thru 8/31/2026

Check	Date	Payee	Amount	Description
E0043934	8/18/2026	CC Lawn Pros, LLC	26,995.00	Contractors
E0043935	8/18/2026	Deaf and Hard of Hearing Cente	41,877.50	Special POP Interpreter
E0043937	8/18/2026	Doctums Global LLC	108,776.04	Consultants
E0043948	8/18/2026	Weaver	40,142.50	Audit Fees
E0043969	8/20/2026	Gateway Printing & Office Supp	11,312.50	Office Supplies
E0043971	8/20/2026	JL Squared Construction	106,075.00	Contractors
E0043979	8/20/2026	You Name It Specialties Inc	15,834.34	Production,Publications & Prom
E0043990	8/25/2026	Aztec Software, Llc	19,969.00	Software Desk Lic Fees
E0043991	8/25/2026	City of Corpus Christi	21,402.46	Water
E0043999	8/25/2026	Online Computer Library Ctr In	17,720.46	Library - Catalog Services
E0044003	8/25/2026	Softdocs	44,897.67	Software Desk Lic Fees
E0044006	8/25/2026	Touchnet Information System	73,160.00	Software Desk Lic Fees
E0044030	8/27/2026	City of Corpus Christi	34,943.17	Water
E0044039	8/27/2026	Labatt Food Service LLC	14,123.16	Food Supplies
E0044043	8/27/2026	Schneider Electric	36,250.00	Software Desk Lic Fees
E0044044	8/27/2026	Shi Government Solutions	41,204.94	Software & Service Subscriptio
E0044051	8/27/2026	You Name It Specialties Inc	10,897.77	Production,Publications & Prom
Total:			<u>\$ 2,667,961.56</u>	

REGULAR AGENDA

Item 4



TO: Mark Escamilla, Ph.D.
President and CEO

FROM: Raul Garcia, CPA, MBA 
Vice President and CFO

DATE: October 1, 2026

RE: Issuance of up to \$46,000,000 in principal amount of Del Mar College
Maintenance Tax Notes, Series 2026

SUMMARY:

The College is preparing for the issuance of Series 2026 Maintenance Tax Notes in an aggregate principal amount not to exceed \$46,000,000. Proceeds will finance major renovations and facility improvements that address identified capital needs and extend the useful lives of existing College assets.

BACKGROUND:

The proceeds from the Series 2026 Maintenance Tax notes will be used to fund the proposed capital program that includes the Fine Arts Renovation and Center for Early Learning improvements on the Heritage Campus and improvements to Public Safety and Barth Library at the Windward Campus.

Mr. Dave Gordon of Estrada Hinojosa & Company, the College's financial advisor, will present an overview of the plan of finance that includes current market conditions, an overview of the College's current outstanding debt structure and the recommended financing structure for the maintenance tax notes.

Also presented for Board approval, is a resolution authorizing the issuance of up to \$46,000,000 in principal amount of Maintenance Tax Notes, Series 2026 and providing for the repayment of the Maintenance Tax Notes through the College's annual levy of maintenance and operations ad valorem taxes and establishes the terms governing their issuance, payment, security, sale and delivery. It also authorizes the execution of the paying agent/registrar agreement, purchase contract and related financing documents and delegates authority to College President, Dr. Mark Escamilla or Vice President and Chief Financial Officer, Mr. Raul Garcia to execute specified documents and complete the sale of the notes within the parameters approved by the Board.

RECOMMENDATION:

Approve the resolution authorizing the issuance of the Series 2026 Maintenance Tax Notes and delegate authority to the College President or the Vice President and Chief Financial Officer to complete the transaction within the Board-approved parameters and in consultation with the College's financial advisor and bond counsel.

Proposed Capital Projects Funded With Maintenance Tax Notes

Tammy McDonald
Vice President of Administration & Human Resources

October 6, 2026



DEL MAR COLLEGE

Proposed Maintenance Tax Notes Capital Projects

Campus	Project	Budget
Heritage	Fine Arts Renovation	17,900,000
	Center for Early Learning (Envelope, HVAC, Finishes)	8,000,000
Windward	Public Safety (Envelope and Finishes)	10,000,000
	Barth Library (Envelope, HVAC, Finishes)	10,000,000
	Total	45,900,000

Heritage - Fine Arts

- Instructional & Performance
- Built in 1987
- Addition in 2010
- 69,000 sq ft
- Needs
 - RFP Issued in Summer 2025
 - Current Bid \$17,900,000
 - Envelope
 - Electrical & Lighting
 - HVAC
 - Repair finishes damaged from water intrusion



Heritage - Center for Early Learning

- Child Care & Instructional
- Built in 2002
- 27,000 sq ft
- Needs
 - Estimate \$8,000,000
 - Envelope
 - HVAC
 - Repair finishes damaged from water intrusion



Windward - Public Safety

- Instructional
- Built in 2006
- 54,000 sq ft
- Needs
 - Estimate \$10,000,000
 - Envelope
 - Repair finishes damaged from water intrusion



Windward - Barth Learning Resources Center

- Library/Learning Resource
- Built in 1988
- 16,556 sq ft
- Needs
 - Estimate \$10,000,000
 - Envelope
 - HVAC
 - Repair finishes damaged from water intrusion



Proposed Capital Projects

Plan of Finance – Maintenance Tax Notes



DMC
DEL MAR COLLEGE
MARKET OVERVIEW

DEBT OVERVIEW
MAINTENANCE TAX NOTES, SERIES 2026 PLAN OF FINANCE

September 2026

ESTRADA  HINOJOSA
A DIVISION OF TRB SECURITIES

Dallas • Austin • Chicago • Denver • Houston • New York • Rio Grande Valley • San Antonio

Market Overview

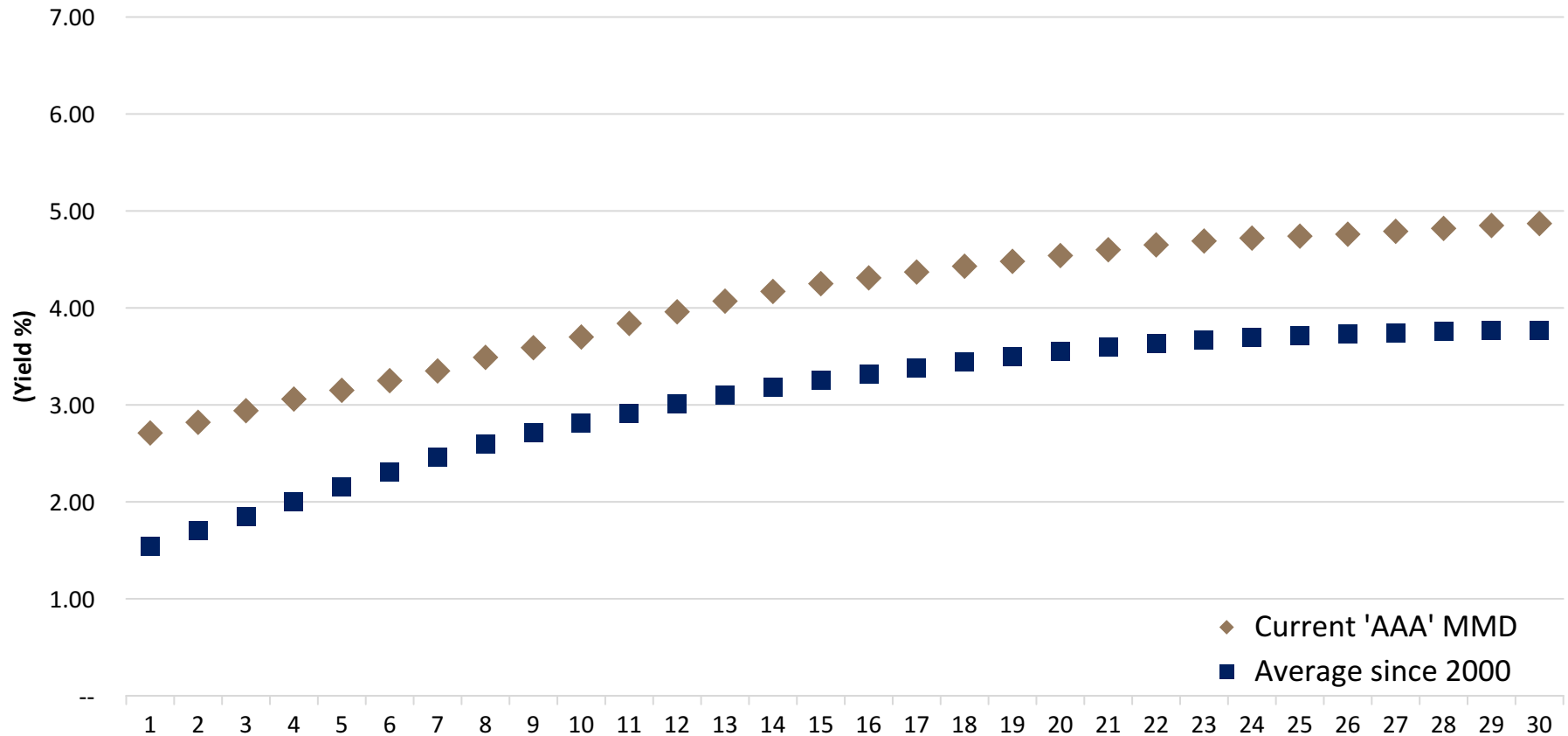
Historical Tax-Exempt Interest Rates

30 Year MMD/TSY/BVAL Overview (January 3, 2000 - Present) ⁽¹⁾ ⁽²⁾



(1) Bloomberg / (2) The Bond Buyer

MMD Yield Curve



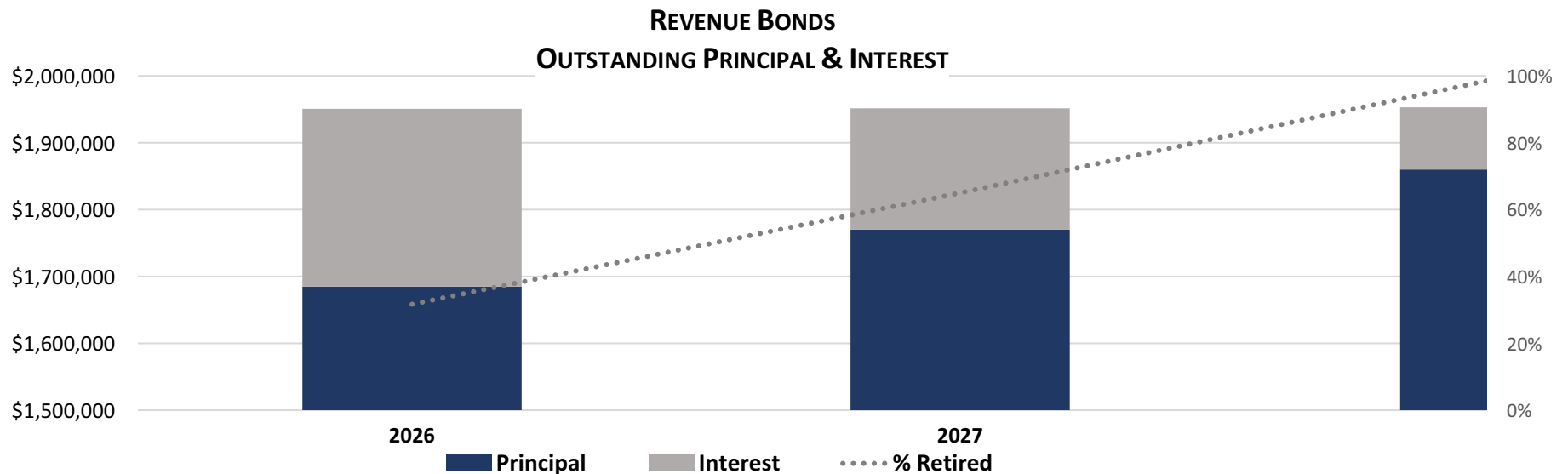
Maturity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
% of time above current MMD	22%	20%	19%	19%	20%	21%	22%	22%	23%	22%	20%	18%	17%	16%	16%	16%	16%	17%	17%	17%	17%	17%	17%	17%	17%	17%	16%	16%	15%	14%

(1) TM3 – Data as of September 11th

Debt Overview

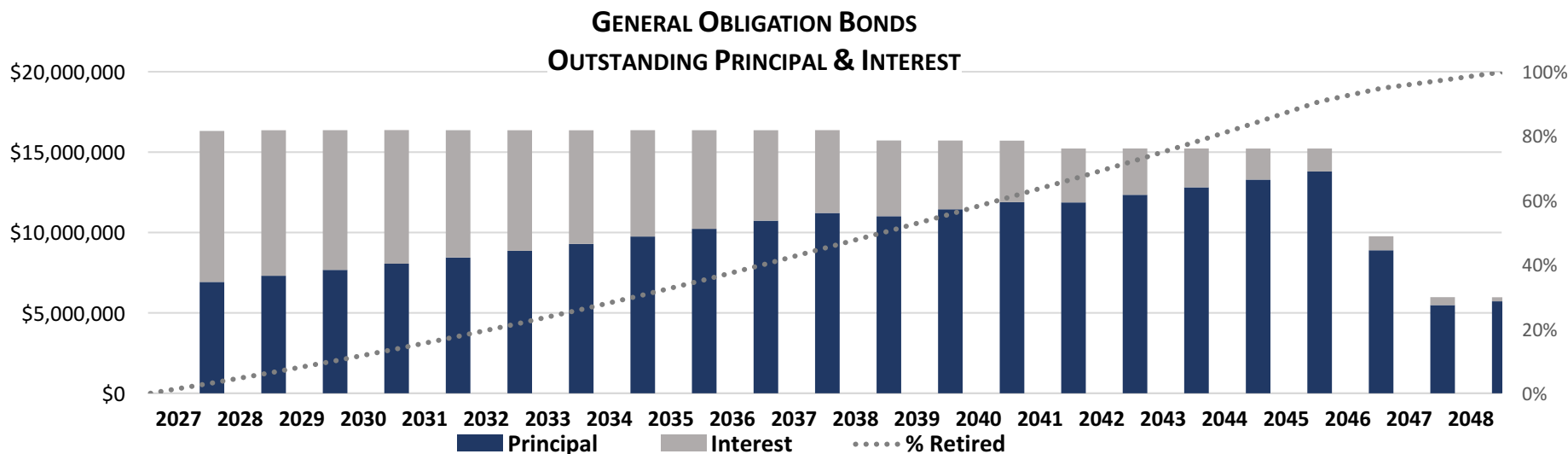
OUTSTANDING M&O SUPPORTED DEBT

M&O Debt Outstanding					
Series	Par Outstanding		Amount Callable		Call Date
Comb Fee Rev Ref Bds, Series 2016	\$	3,630,000	\$	3,630,000	Current
Total	\$	3,630,000	\$	3,630,000	



OUTSTANDING I&S SUPPORTED DEBT

General Obligation Debt Outstanding				
Series	Par Outstanding	Amount Callable	Call Date	
Ltd Tax Ref Bds Ser 2026	\$ 84,000,000	\$ 33,250,000	8/15/2036	
Ltd Tax Bds Ser 2020A	20,240,000	18,020,000	8/15/2029	
Ltd Tax Bds Ser 2020B	51,555,000	46,075,000	8/15/2029	
Ltd Tax Bds Ser 2018A	21,215,000	21,215,000	Current	
Ltd Tax Bds Ser 2017	5,675,000	5,250,000	8/15/2027	
Ltd Tax Bds Ser 2016	31,785,000	31,785,000	Current	
Ltd Tax Ref & Imp Bds Ser 2015	2,585,000	2,585,000	Current	
Total	\$ 217,055,000	\$ 158,180,000		



2026 Plan of Finance

TAX RATE IMPACT

[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]	[L]
Collections Rate 99.0%					TIC: 4.90149% ⁽³⁾			M&O Tax Rate to Support Debt Service \$0.00549			
					Delivery: 12/15/2026						
					Par Amount: \$ 45,260,000						
					Project Funds: \$ 46,800,000						
					Total Issuance Costs: \$ 500,017 ⁽⁴⁾						
					Maintenance Tax Notes, Series 2026 ⁽³⁾						
FYE 8/31	Taxable Assessed Valuation ⁽¹⁾	Growth	Existing Revenue Bond Debt Service	Liquidation of Reserve Fund ⁽²⁾	Principal	Interest	Debt Service	Total M&O Debt Service	Approx. Required Equivalent M&O Tax Rate	Approximate Marginal Equivalent M&O Tax Rate	FYE 8/31
2026	\$ 35,886,361,690		\$ 1,950,750	\$ -	\$ -	\$ -	\$ -	\$ 1,950,750	0.00549		2026
2027	35,641,543,115	-0.7%	1,951,500	-	275,000	1,606,467	1,881,467	3,832,967	0.01086	0.00537	2027
2028	35,641,543,115	0.0%	1,953,000	(1,953,000)	1,435,000	2,395,263	3,830,263	3,830,263	0.01086	(0.00001)	2028
2029	35,641,543,115	0.0%	-	-	1,510,000	2,319,925	3,829,925	3,829,925	0.01085	(0.00000)	2029
2030	35,641,543,115	0.0%	-	-	1,590,000	2,240,650	3,830,650	3,830,650	0.01086		2030
2031	35,641,543,115	0.0%	-	-	1,675,000	2,157,175	3,832,175	3,832,175	0.01086		2031
2032	35,641,543,115	0.0%	-	-	1,760,000	2,069,238	3,829,238	3,829,238	0.01085		2032
2033	35,641,543,115	0.0%	-	-	1,855,000	1,976,838	3,831,838	3,831,838	0.01086		2033
2034	35,641,543,115	0.0%	-	-	1,950,000	1,879,450	3,829,450	3,829,450	0.01085		2034
2035	35,641,543,115	0.0%	-	-	2,055,000	1,777,075	3,832,075	3,832,075	0.01086		2035
2036	35,641,543,115	0.0%	-	-	2,160,000	1,669,188	3,829,188	3,829,188	0.01085		2036
2037	35,641,543,115	0.0%	-	-	2,275,000	1,555,788	3,830,788	3,830,788	0.01086		2037
2038	35,641,543,115	0.0%	-	-	2,395,000	1,436,350	3,831,350	3,831,350	0.01086		2038
2039	35,641,543,115	0.0%	-	-	2,520,000	1,310,613	3,830,613	3,830,613	0.01086		2039
2040	35,641,543,115	0.0%	-	-	2,655,000	1,178,313	3,833,313	3,833,313	0.01086		2040
2041	35,641,543,115	0.0%	-	-	2,790,000	1,038,925	3,828,925	3,828,925	0.01085		2041
2042	35,641,543,115	0.0%	-	-	2,940,000	892,450	3,832,450	3,832,450	0.01086		2042
2043	35,641,543,115	0.0%	-	-	3,090,000	738,100	3,828,100	3,828,100	0.01085		2043
2044	35,641,543,115	0.0%	-	-	3,260,000	568,150	3,828,150	3,828,150	0.01085		2044
2045	35,641,543,115	0.0%	-	-	3,440,000	388,850	3,828,850	3,828,850	0.01085		2045
2046	35,641,543,115	0.0%	-	-	3,630,000	199,650	3,829,650	3,829,650	0.01085		2046
2047	35,641,543,115	0.0%	-	-	-	-	-	-	0.00000		2047
2048	35,641,543,115	0.0%	-	-	-	-	-	-	0.00000		2048
2049	35,641,543,115	0.0%	-	-	-	-	-	-	0.00000		2049
2050	35,641,543,115	0.0%	-	-	-	-	-	-	0.00000		2050
2051	35,641,543,115	0.0%	-	-	-	-	-	-	0.00000		2051
2052	35,641,543,115	0.0%	-	-	-	-	-	-	0.00000		2052
2053	35,641,543,115	0.0%	-	-	-	-	-	-	0.00000		2053
2054	35,641,543,115	0.0%	-	-	-	-	-	-	0.00000		2054
2055	35,641,543,115	0.0%	-	-	-	-	-	-	0.00000		2055
2056	35,641,543,115	0.0%	-	-	-	-	-	-	0.00000		2056
Total			\$ 5,855,250	\$ (1,953,000)	\$ 45,260,000	\$ 29,398,454	\$ 74,658,454	\$ 78,560,704		0.00536	Total

(1) FY26 and FY27 certified freeze adjusted taxable assessed valuations.

(2) Assumes that the debt service reserve fund is used to make the last payment on the existing revenue bonds.

(3) Assumes current market Aa2 plus 25 bps, 9-16-26.

(4) Total estimated cost of issuance including underwriters' discount.

FINANCE TEAM PARTICIPANTS

Issuer

Del Mar College District

Financial Advisor:

Estrada Hinojosa

Bond Counsel:

McCall, Parkhurst & Horton, LLP

Underwriters:

RBC (senior)

Baird

Cabrera

Frost

Jefferies

Underwriters' Counsel:

Cantu Harden Montoya LLP

Paying/Escrow Agent:

Bank of New York Mellon

PRELIMINARY SCHEDULE

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

<u>Date</u>	<u>Day</u>	<u>Event</u>	<u>Responsibility</u>
September 28, 2026	(Monday)	Send first draft of the preliminary official statement (POS) to working group.	FA
September 28, 2026	(Monday)	Send initial documents to the rating agencies.	FA
October 6, 2026	(Tuesday)	Present Plan of Finance to the Board for the issuance of the Maintenance Tax Notes, Series 2026 (the "Notes").	FA
October 6, 2026	(Tuesday)	Board passes a Resolution authorizing the issuance of the Notes and delegates parameters sale authority.	College, BC, FA
October 19, 2026	(Monday)	Conference calls with rating agencies (to be confirmed).	College, FA
October 26, 2026	(Monday)	Receive ratings.	Rating Agencies
October 26, 2026	(Monday)	3:00 PM - Due Diligence Call.	UC
November 3, 2026	(Tuesday)	Print and distribute POS.	FA
November 17, 2026	(Tuesday)	Price the Notes.	UW, FA
November 17, 2026	(Tuesday)	Pricing Officer signs Bond Purchase Agreement.	College, BC, UC
November 18, 2026	(Wednesday)	Submit documents to Texas Attorney General.	BC
December 8, 2026	(Tuesday)	Obtain Texas Attorney General's Approval of the obligations.	AG
December 15, 2026	(Tuesday)	Close and deliver funds.	UW, FA

* Preliminary, subject to change.

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A RESOLUTION BY THE BOARD OF REGENTS OF THE DEL MAR COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF OBLIGATIONS DESIGNATED AS "DEL MAR COLLEGE DISTRICT MAINTENANCE TAX NOTES"; MAKING PROVISION FOR THE PAYMENT THEREOF BY THE ANNUAL LEVY OF THE ISSUER'S MAINTENANCE AND OPERATIONS AD VALOREM TAXES; PROVIDING THE TERMS AND CONDITIONS OF SAID OBLIGATIONS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID OBLIGATIONS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; COMPLYING WITH THE REQUIREMENTS OF THE LETTER OF REPRESENTATIONS PREVIOUSLY EXECUTED WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE BOARD OF REGENTS AND DISTRICT STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Del Mar College District (the "*Issuer*") was organized, created and established pursuant to Chapter 130, Texas Education Code, as amended, as a political subdivision of the State of Texas (the "*State*"), and the Issuer operates under the authority of the Texas Education Code, as amended;

WHEREAS, Section 45.108, Texas Education Code, as amended (the "*Act*"), authorizes the Board of Regents (the "*Board of Regents*") of the Issuer to borrow money for the purpose of paying any lawful maintenance expenditure of the Issuer other than payment of principal of and interest on obligations and to evidence such loans with negotiable notes maturing not more than twenty years from their date;

WHEREAS, pursuant to the provisions of the Texas Education Code, as amended, and an election held in the Issuer on April 18, 1949, the Issuer has been authorized to levy annual ad valorem taxes for maintenance and all other purposes in an amount not to exceed \$0.30 per \$100 assessed valuation on all taxable property within the Issuer;

WHEREAS, the Board of Regents desires to finance certain lawful expenditures of the Issuer through the issuance of negotiable notes (the "*Notes*") issued under the authority of the Act;

WHEREAS, the Board of Regents considers it necessary, useful and appropriate to adopt this Resolution and to issue the Notes, as permitted by the Act;

WHEREAS, a budget has been adopted by the Issuer for the school year ending August 31, 2026 and the Board of Regents hereby finds and determines that, in accordance with the Act, the Notes should be issued and sold at this time and such principal amount of Notes will not at any time exceed 75% of the previous year's income of the Issuer;

WHEREAS, the Board of Regents hereby finds and determines that issuance of the Notes is in the best interest of the residents of the Issuer, now, therefore,

THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE DEL MAR COLLEGE DISTRICT THAT:

Section 1: AUTHORIZATION - DESIGNATION - PRINCIPAL AMOUNT - PURPOSE.

Notes of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of _____ AND NO/100 DOLLARS (\$ _____), to be designated and bear the title of "DEL MAR COLLEGE DISTRICT MAINTENANCE TAX NOTES, SERIES 2026" (the "**Notes**"), for the purpose of providing funds to pay the costs incurred in connection with (i) renovating, repairing, maintaining, rehabilitating, upgrading, improving, and equipping existing District facilities and infrastructure, including, without limitation, heating, ventilation, air conditioning, roofing, plumbing, lighting, mechanical, security, technology, communications, life-safety, accessibility, utility, flooring, parking lots, sidewalks, signage, foundation, concrete, drainage, and electrical improvements and other capital maintenance, preservation, renewal, and rehabilitation improvements to existing District facilities and infrastructure, (ii) purchasing, acquiring and installing equipment, furnishings, technology assets, and vehicles, and (iii) payment of professional services including attorneys, financial advisors, engineers, architects, construction managers, other professionals and fiscal agents relating to the aforementioned projects and the issuance of the Notes, pursuant to the authority conferred by and in conformity with the Constitution and the general laws of the State of Texas, particularly Section 45.108, as amended, Texas Education Code, Chapter 1371, as amended, Texas Government Code ("**Chapter 1371**"), and this resolution finally adopted by the Governing Body on October 6, 2026. The Notes shall be dated _____, 2026 (the "**Dated Date**") and interest shall accrue as provided in Section 2 hereof.

As authorized by Chapter 1371, the Chair of the Board of Regents of the Issuer, the President of the Issuer, and/or Vice President and Chief Financial Officer of the Issuer (each of the foregoing, individually, a "**Designated Officer**") are hereby authorized, appointed, and designated as the officials of the Issuer authorized to individually act on behalf of the Issuer in selling and delivering the Notes authorized herein and carrying out the procedures specified in this Resolution, including approval of the aggregate principal amount of each maturity of the Notes, the rate of interest to be borne on the principal amount of each such maturity, the redemption provisions therefor, the determination of the Dated Date, the method of sale (including whether to sell the Notes by private placement, competitive public bid, or by negotiated sale), the delivery date of the Notes, selection of the Purchasers (defined herein), and all other pricing terms related to the Notes. Each Designated Officer, acting for and on behalf of the Issuer, is authorized to execute the Approval Certificate attached hereto as Schedule I. The Notes shall be issued in the principal amount not to exceed \$46,000,000; the maximum maturity of the Notes will be August 15, 2046; and the interest rate on the Notes shall not exceed the maximum amount authorized by law. The Notes issued hereunder must be sold not later than October 6, 2027 (though the closing of such Notes sold in accordance with this Resolution may occur after October 6, 2027 so long as such closing period is determined by an Designated Officer to be of reasonable duration). The execution of the Approval Certificate shall evidence the sale date of the Notes by the Issuer to the Purchasers in accordance with the provisions of Chapter 1371. Upon execution of the Approval Certificate, Bond Counsel is authorized to complete this Resolution to reflect such final terms applicable to the Notes. In satisfaction of Section 1201.022(a)(3), Texas Government Code, the Board of Regents hereby determines that the delegation of the authority to each Designated Officer to approve the final terms of the Bonds set forth in this Resolution is, and the decisions made by a Designated Officer pursuant to such delegated authority and incorporated in Schedule I will be, in the District's best

interests, and each Designated Officer is hereby authorized to make and include in Schedule I an appropriate finding to that effect.

Notwithstanding the foregoing, no Notes shall be issued pursuant to the authority granted in this Resolution unless, prior to their initial delivery, such Notes have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371.

Section 2: FULLY REGISTERED NOTES - AUTHORIZED DENOMINATIONS - STATED MATURITIES - INTEREST RATES — DATED DATE. The Notes shall be issued as fully registered obligations, without coupons, shall be issued in denominations of \$5,000 or any integral multiple thereof, shall be lettered "R—" and numbered consecutively from One (1) upward and principal shall become due and payable on _____, 20__ in each of the years and in amounts (the "***Stated Maturities***") and bear interest at the rates per annum in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		

The Notes shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about _____, 2026), or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, until the principal amount has become due and payment thereof has been paid or duly provided for, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Notes shall be payable on _____, and _____, in each year (each, an "***Interest Payment Date***"), commencing _____, 202__ (the "***Interest Payment Date***").

Section 3. PAYMENT OF NOTES - PAYING AGENT/REGISTRAR. The principal of, premium, if any, and the interest on the Notes, due and payable by reason of stated maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Notes shall be without exchange or collection charges to the Notes (the "***Holder***" or "***Holders***") appearing on the registration and transfer books maintained by the Paying Agent/Registrar of the Notes.

The selection and appointment of _____, _____, Texas (the "***Paying Agent/Registrar***"), to serve as the initial Paying Agent/Registrar for the Notes is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the "***Security***").

Register") for the registration, payment, and transfer of the Notes, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times while the Notes are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Notes by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Both principal of, premium, if any, and interest on the Notes, due and payable by reason of stated maturity, redemption, or otherwise, shall be payable only to the Registered Owner of the Notes appearing on the Security Register maintained on behalf of the Issuer by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Notes, (ii) on the date of surrender of the Notes for purposes of receiving payment of principal thereof at the Notes' Stated Maturity and (iii) on any date for any other purpose. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Note for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Notes shall be payable only upon presentation and surrender of the Notes to the Paying Agent/Registrar at its corporate trust office. Interest on the Notes shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Notes (the "**Record Date**") and shall be paid (i) by check sent by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Notes shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Notes was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (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 (the "*Special Payment Date*" - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Note appearing on the Security Register at the close of the last business day next preceding the date of mailing of such notice.

Section 4: REDEMPTION.

A. Mandatory Redemption. The Notes stated to mature on _____, 20__ are referred to herein as the "Term Notes." The Term Notes are subject to mandatory sinking fund redemption prior to their Stated Maturity from money required to be deposited in the Note Fund for such purpose and shall be redeemed, in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on _____ in each of the years as set forth below:

Notes Maturing _____, 20__	
Redemption Date	Principal Amount
_____, 20__	\$
_____, 20__	

*Final Maturity

The principal amount of a Term Note required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Notes of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer 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 money in the Note Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Notes. The Notes having Stated Maturities on and after _____, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on _____, 20__ or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Notes (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Notes, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Notes shall be entered in the minutes of the Board of the Issuer.

D. Selection of Notes for Redemption. If less than all Outstanding Notes of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Notes to be redeemed, provided that if less than the entire principal

amount of a Note is to be redeemed, the Paying Agent/Registrar shall treat such Note then subject to redemption as representing the number of Notes Outstanding which is obtained by dividing the principal amount of such Note by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Notes, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Holder of a Note to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, The Bond Buyer and The Wall Street Journal), or in the State of Texas (including, but not limited to, The Texas Bond Reporter). All notices of redemption shall (i) specify the date of redemption for the Notes, (ii) identify the Notes to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Notes, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price, for the Notes, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Note is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Note (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Notes (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Note (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Notes shall not be deemed to be Outstanding.

F. Transfer/Exchange of Notes. Neither the Issuer nor the Paying Agent/Registrar shall be required to transfer or exchange any Notes called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Note which is subject to partial redemption.

Section 5: EXECUTION - REGISTRATION. The Notes shall be executed on behalf of the Issuer by the Chair, Board of Regents, under the seal of the Issuer reproduced or impressed thereon and attested by the Secretary, Board of Regents. The signature of any of said officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Notes to the Purchasers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Note shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration

substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified or registered and delivered.

Section 6: REGISTRATION - TRANSFER - EXCHANGE OF NOTES - PREDECESSOR NOTES. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Notes, or, if appropriate, the nominee thereof. Any Note may, in accordance with its terms and the terms hereof, be transferred or exchanged for Notes of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Note to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Note at the corporate trust office of the Paying Agent/Registrar, the Issuer shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Notes of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Note or Notes surrendered for transfer.

At the option of the Holder, Notes may be exchanged for other Notes of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange upon surrender of the Notes to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Notes are so surrendered for exchange, the Issuer shall execute, and the Paying Agent/Registrar shall register and deliver, the Notes to the Holder requesting the exchange.

All Notes issued upon any transfer or exchange of Notes shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Resolution, as the Notes surrendered upon such transfer or exchange.

All transfers or exchanges of Notes pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Notes canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Notes, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Notes shall include any Note registered and delivered pursuant to Section 16 in lieu of a mutilated, lost, destroyed, or stolen Note which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

Section 7: INITIAL NOTE. The Notes herein authorized shall be initially issued as a fully registered Note in the aggregate principal amount of \$_____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the "*Initial Note*"), and the Initial Note shall be registered in the name of the Purchasers or the designee thereof. The Initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Note, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Note delivered hereunder and exchange therefor definitive Notes of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 8: FORMS. (A) Forms Generally - The Notes, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the Form of Assignment to be printed on each of the Notes shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Notes, or any Stated Maturities thereof, are insured and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing the Notes as evidenced by their execution thereof. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note

The definitive Notes shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Notes as evidenced by their execution thereof, but the Initial Note submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

(a) Form of Definitive Note.

NO. R-__

PRINCIPAL
AMOUNT
\$

UNITED STATES OF AMERICA STATE OF TEXAS
COUNTY OF NUECES
DEL MAR COLLEGE DISTRICT MAINTENANCE TAX NOTES,
SERIES 2026

INTEREST RATE	DATED DATE	MATURITY DATE	CUSIP NO.
------------------	---------------	------------------	--------------

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The Del Mar College District (the "**Issuer**"), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on _____, 20__), or from the most recent interest payment date to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ of each year commencing _____, 20__.

Principal on this Note shall be payable to the Registered Owner hereof (the "**Holder**"), upon presentation and surrender at the corporate trust office of _____, _____, Texas, (the "**Paying Agent/Registrar**") executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Note (or one or more Predecessor Notes, as defined in the Resolution hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each interest payment date. All payments of principal of and interest on this Note shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Note is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "**Notes**") for the purpose of paying costs incurred in connection with (i) renovating, repairing, maintaining, rehabilitating, upgrading, improving, and equipping existing District facilities and infrastructure, including, without limitation, heating, ventilation, air conditioning, roofing, plumbing, lighting, mechanical, security, technology, communications, life-safety, accessibility, utility, flooring, parking lots, sidewalks, signage, foundation, concrete, drainage, and electrical improvements and other capital maintenance, preservation, renewal, and rehabilitation improvements to existing District facilities and infrastructure, (ii) purchasing, acquiring, and installing equipment, furnishings, technology assets, and vehicles, and (iii) payment of professional services including attorneys, financial advisors, engineers, architects, construction managers, other professionals and fiscal agents relating to the aforementioned projects and the issuance of the Notes, under and in strict conformity with the Constitution and the general laws of the State of Texas, including Section 45.108, Texas Education Code, as amended (the "**Act**"), Chapter 1371, as amended, Texas Government Code, and pursuant to a Resolution adopted by the Board of Regents of the Issuer (herein referred to as the

"Resolution").

The Notes are payable from available funds of the Issuer as authorized and provided in the Act, including an ad valorem tax levied, within the limitations of and pursuant to the Issuer's maintenance taxing authority, on all taxable property in the Issuer.

As specified in the Resolution, the Notes stated to mature on _____, 20__ are referred to herein as the "Term Notes." The Term Notes are subject to mandatory sinking fund redemption prior to their stated maturity from money required to be deposited in the Note Fund for such purpose and shall be redeemed, in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on _____ in each of the years as set forth below:

Notes Maturing _____, 20__ *	
Redemption Date	Principal Amount
_____, 20__	\$
_____, 20__	
_____, 20__	

*Final Maturity

The principal amount of a Term Note required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Notes of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer 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 money in the Note Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Resolution, the Notes having Stated Maturities on and after _____, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on _____, 20__ or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Resolution. If this Note is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Note to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Note or Notes of like Stated Maturity and interest rate in any authorized denominations provided by the Resolution.

If this Note (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Note

(or the portion of the principal sum hereof to be redeemed) shall become due and payable, and if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Note is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Note, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Note that is redeemed in part.

Reference is hereby made to the Resolution, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Notes; the terms and conditions relating to the transfer or exchange of the Notes; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Note may be discharged at or prior to the Stated Maturity thereof and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Resolution. Capitalized terms used herein have the same meanings assigned in the Resolution.

This Note, subject to certain limitations contained in the Resolution, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Notes of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Note as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (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 (the "***Special Payment Date***" which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day of the month next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Note in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and

have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Notes does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Notes by the levy of a tax as aforesated. In case any provision in this Note or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The Notes are issued pursuant to the provisions of Section 45.108, as amended, Texas Education Code and pursuant to the Resolution adopted on the date hereof by the Board of Regents. The terms and provisions of this Note and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

Secretary, Board of Regents

[Vice] Chair, Board of Regents

(SEAL)

- (b) Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Note Only.

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

- (c) Form of Certificate of Paying Agent/Registrar to Appear on Definitive Notes Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued under the provisions of the within-mentioned Resolution; the Note or Notes of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

_____, _____, _____ as
Paying Agent/Registrar
By: _____
Authorized Representative

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Note on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

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

(e) The Initial Note shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Note shall be modified as follows:

(i) immediately under the name of the Note(s) the headings "Interest Rate"
and "Stated Maturity" shall both be completed "as shown below";

(ii) the first two paragraphs shall read as follows:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The Del Mar College District (the "*Issuer*"), a body corporate and political subdivision in the County of Nueces, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the fifteenth day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

YEARS OF
STATED MATURITY

PRINCIPAL
AMOUNT (\$)

INTEREST
RATE (%)

(Information to be inserted from schedule in Section 2 hereof).

and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on _____, 2026) or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, 20__ and _____, 20__ of each year, commencing _____, 20__.

Principal of this Note shall be payable to the Registered Owner hereof (the "**Holder**"), upon its presentation and surrender, to Stated Maturity, while Outstanding, at the corporate trust office of _____, _____, Texas (the "**Paying Agent/Registrar**"). Interest shall be payable to the Holder of this Note whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each interest payment date. All payments of principal of and interest on this Note shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[END OF FORMS]

B. Insurance Legend. If bond insurance is obtained by the Issuer or the Purchasers for the Notes, the Definitive Notes and the Initial Note shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE]

Section 9: DEFINITIONS. For all purposes of this Resolution (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 18 and 34 of this Resolution have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Resolution to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Resolution as originally adopted; and (iii) the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Section or other subdivision.

(1) The term **Designated Officers** shall mean the Chair of the Board of Regents of the Issuer, the President of the Issuer and/or the Vice President and Chief Financial Officer of the Issuer.

(2) The term **Closing Date** shall mean the date of physical delivery of the Initial Note in exchange for the payment in full by the Purchasers.

(3) The term **Debt Service Requirements** shall mean, as of any particular date

of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Issuer as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

(4) The term ***Depository*** shall mean an official depository bank of the Issuer.

(5) The term ***Government Securities*** shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board of Regents of the issuer adopts or approves the proceedings authorizing the issuance of refunding obligations, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board of Regents of the issuer adopts or approves the proceedings authorizing the issuance of refunding obligations, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Notes.

(6) The term ***Holder*** or ***Holders*** shall mean the registered owner, whose name appears in the Security Register, for any Note.

(7) The term ***Interest Payment Date*** shall mean the date semiannual interest is payable on the Notes, being _____ and _____ of each year, commencing _____, 20__, while any of the Notes remain Outstanding.

(8) The term ***Interest and Sinking Fund*** shall mean the special Fund created and established by the provisions of Section 10 of this Resolution.

(9) The term ***Issuer*** shall mean Del Mar College District, and, where appropriate, the Board of Regents of the Issuer.

(10) the term ***Notes*** shall mean the \$_____ "DEL MAR COLLEGE DISTRICT MAINTENANCE TAX NOTES, SERIES 2026" authorized by this Resolution.

(11) The term ***Outstanding*** when used in this Resolution with respect to Notes shall mean, as of the date of determination, all Notes issued and delivered under this Resolution, except:

(a) those Notes canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(b) those Notes for which payment has been duly provided by the Issuer in accordance with the provisions of Section 20 of this Resolution; and

(c) those Notes that have been mutilated, destroyed, lost, or stolen and replacement Notes have been registered and delivered in lieu thereof as provided in Section 16 of this Resolution.

(12) The term **Purchasers** shall mean the initial purchasers of the Notes named in Section 17 of this Resolution.

(13) The term **Resolution** shall mean this resolution finally adopted by the Board of Regents of the Issuer on October 6, 2026.

(14) The term **Stated Maturity** shall mean the annual principal payments of the Notes payable on _____ of each year, as set forth in Section 2 of this Resolution.

Section 10: PROVISION FOR PAYMENT OF NOTES.

A. In accordance with the provisions of Texas Education Code, as amended, Section 45.108, available funds of the Issuer are hereby pledged to the payment of the Debt Service Requirements on the Notes as the same shall become due and payable.

Each year the Notes are outstanding, the Issuer covenants that the annual budget of the Issuer shall include as a separate line item an amount equal to the Debt Service Requirements of the Notes due and payable in such budget year and to the extent other available funds of the Issuer are not budgeted and set aside for such purposes to pay such Debt Service Requirements, the Issuer shall levy a tax each year within the Issuer's maintenance taxing authority as authorized by Section 45.108 of the Act sufficient to pay the Notes and such annual tax rate levied and assessed by the Issuer for the payment of the Notes shall be identified and stated separately in the annual tax levy of the Issuer from other taxes levied for maintenance purposes and debt service.

To provide for the timely payment of the Debt Service Requirements of the Notes, a tax shall be and is hereby levied, within the limitations of the Issuer's maintenance tax authority, on each \$100 valuation of taxable property within the Issuer for the current year and each succeeding year while the Notes are outstanding, taking into account delinquencies, cost of collection and other available funds of the Issuer which are budgeted and set aside for such purposes. The amount of taxes assessed and collected each year for the payment of the Notes shall be deposited to the credit of the interest and sinking fund (the "**Interest and Sinking Fund**") hereby established (to be entitled **Del Mar College District 2026 Note Fund** which shall be maintained at the Depository) for the payment of Debt Service Requirements of the Notes, and the amounts deposited to the credit of the Interest and Sinking Fund shall not be diverted to or utilized for any other purpose. This Board of Regents hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the Debt Service Requirements on the Notes taking into account the aforesaid matters, it having been determined that the existing and available taxing authority of the Issuer and the other available funds for such purpose is adequate to permit a legally sufficient tax in consideration of all other obligations of the Issuer.

B. Designated Officers of the Issuer are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Notes, from funds on deposit in the Interest and

Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same shall become payable or matures; such transfers to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Notes.

C. Pending the transfer of funds to the Paying Agent/Registrar, money in any fund established by this Resolution, at the option of the Issuer, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or other similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in such fund shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Notes.

Section 11: DEPOSITS TO INTEREST AND SINKING FUND — EXCESS NOTE PROCEEDS. The Issuer hereby covenants and agrees to cause to be deposited in the Interest and Sinking Fund prior to a principal and interest payment date for the Notes, from the annual levy of its maintenance and operations ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures or comes due by reason of stated maturity.

Accrued capitalized interest, if any, received from the Purchasers of the Notes shall be deposited to the Interest and Sinking Fund. In addition, any surplus proceeds from the sale of the Notes, including investment income thereon, not expended for authorized purposes shall be deposited in the Interest and Sinking Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in the Interest and Sinking Fund from ad valorem taxes.

Section 12: SECURITY OF FUNDS. All money on deposit in the funds for which this Resolution makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Resolution.

Section 13: REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (i) defaults in the payments to be made to the Interest and Sinking

Fund or (a) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Resolution, the Holders of any of the Notes shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board of Regents of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Resolution.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

Section 14: NOTICES TO HOLDERS — WAIVER. Wherever this Resolution provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 15: CANCELLATION. All Notes surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Notes previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Notes held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

Section 16: MUTILATED, DESTROYED, LOST, AND STOLEN NOTES. If (1) any mutilated Note is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Note, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Note, a new Note of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Note has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Note, pay such Note.

Upon the issuance of any new Note or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Note issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Note shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Notes.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Notes.

Section 17: SALE OF THE NOTES - AUTHORIZATION OF PURCHASE CONTRACT - APPROVAL OF OFFICIAL STATEMENT - USE OF PROCEEDS. The Notes authorized by this Resolution are hereby sold by the Issuer to _____, as the authorized representative of a group of underwriters (the "**Purchasers**" and having all the rights, benefits, and obligations of a Holder) in accordance with the provisions of a Purchase Contract (the "**Purchase Contract**"), dated _____, 2026, attached hereto as Exhibit B and incorporated herein by reference as a part of this Resolution for all purposes. The Initial Note shall be registered in the name of _____. Each Designated Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of this Governing Body, and in regard to the approval and execution of the Purchase Contract, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer.

Furthermore, the Issuer hereby ratifies, confirms, and approves in all respects (i) the Issuer's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined), and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Notes. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale, attached as Exhibit A to the Purchase Contract (together with such changes approved by any Designated Officer), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated _____, 2026, in the reoffering, sale and delivery of the Notes to the public. The President and Secretary of the Governing Body are further authorized and directed to manually execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Notes.

Proceeds from the sale of the Notes shall be applied as follows:

(1) The Issuer received a reoffering premium from the sale of the Notes of \$_____ which is hereby allocated by the Issuer in the following manner: (i) \$_____ to pay the Purchasers' compensation, (ii) \$_____ to pay certain other costs of issuance, (iii) \$_____, representing additional proceeds shall be deposited into the Interest and Sinking Fund; and (iv) \$_____ shall be deposited into the expenditures fund referenced in the next paragraph.

(2) The balance of the proceeds derived from the sale of the Notes (after paying costs of issuance) shall be deposited into the special account or accounts created for the payment of expenditures from the proceeds of the Notes. This special account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Resolution. Interest earned on the proceeds of the Notes pending expenditure shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11 of this Resolution.

Section 18: COVENANTS TO MAINTAIN TAX-EXEMPT STATUS.

A. Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Notes as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (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 Notes or the projects financed 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 or the projects financed 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 Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Notes, 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 Notes or the projects financed 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 Notes (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 Notes being treated as "private activity notes" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Notes 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 Notes, 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 Notes, other than investment property acquired with –

(A) proceeds of the Notes invested for a reasonable temporary period of 3 years or less or, in the case of a refunding Note, for a period of 90 days or less until such proceeds are needed for the purpose for which the Notes 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 Notes;

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

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

(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 Notes) 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 Notes have 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; and

(10) to establish reasonable expectations to prevent using the proceeds of the Notes in contravention of the requirements of section 149(g) of the Code (relating to hedge notes).

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 noteholders. 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 bonds expended prior to the date of issuance of the Notes. 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 Notes, 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 Notes 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 Notes, 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 Notes under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs President and Secretary, respectively, of the Board and any Designated 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 Notes.

D. Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Resolution (the "**Project**") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Notes, or (2) the date the Notes are retired. The Issuer agrees to obtain the advice of nationally recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

E. 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 any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Notes. For purpose of the foregoing, the Issuer may rely on an opinion of nationally recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

F. Written Procedures. Unless superseded by another action of the Issuer, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Board hereby adopts and establishes the instructions attached hereto as Exhibit E as the Issuer's written procedures.

G. Reimbursement. This Resolution is intended to satisfy the official requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 19: CONTROL AND CUSTODY OF NOTES. The Chair, Board of Regents shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Notes pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Notes to the Purchasers.

Furthermore, any Designated Officer, the Issuer's Bond Counsel, either or all, are hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Notes, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Issuer's financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Note to the Purchasers and the initial exchange thereof for definitive Notes.

Section 20: SATISFACTION OF NOTE OF ISSUER. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Notes, at the times and in the manner stipulated in this Resolution, then the pledge of taxes levied under this Resolution and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Notes, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amounts thereof at Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. In an event of a defeasance of the Notes, the Issuer shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Notes. As and to the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Notes to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 18).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Notes, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Notes and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Notes, such

money was deposited and is held in trust to pay shall, upon the request of the Issuer, be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Resolution to the contrary, it is hereby provided that any determination not to redeem defeased Notes that is made in conjunction with the payment arrangements specified in (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Notes for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Notes immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Notes, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Notes.

Section 21: PRINTED OPINION. The Purchasers' obligation to accept delivery of the Notes is subject to its being furnished a final opinion of McCall, Parkhurst & Horton L.L.P., Austin, Texas, as Bond Counsel, approving certain legal matters as to the Notes, said opinion to be dated and delivered as of the date of initial delivery and payment for such Notes. Printing of a true and correct copy of said opinion on the reverse side of each of said Notes, with appropriate certificate pertaining thereto executed by facsimile signature of the Secretary, Board of Regents of the Issuer is hereby approved and authorized.

Section 22: CUSIP NUMBERS. CUSIP numbers may be printed or typed on the definitive Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Notes shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor attorneys approving said Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Notes.

Section 23: EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 24: RESOLUTION A CONTRACT - AMENDMENTS - OUTSTANDING NOTES. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Notes. This Resolution shall constitute a contract with the Holders from time to time, shall be binding on the Issuer and its successors and assigns, and shall not be amended or repealed by the Issuer so long as any Note remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the consent of all Holders of Outstanding Notes, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Notes, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Notes, (2) give any preference

to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes required for consent to any such amendment, addition, or rescission.

Section 25: BENEFITS OF RESOLUTION. Nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, Bond Counsel, the Paying Agent/Registrar, and the Holders.

Section 26: INCONSISTENT PROVISIONS. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters ordered herein.

Section 27: CONSTRUCTION OF TERMS. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 28: GOVERNING LAW. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 29: SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board of Regents hereby declares that this Resolution would have been enacted without such invalid provision.

Section 30: INCORPORATION OF PREAMBLE RECITALS. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board of Regents.

Section 31: AUTHORIZATION OF PAYING AGENT/REGISTRAR AGREEMENT. The Board of Regents of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Notes. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Resolution.

Section 32: PUBLIC MEETING. It is officially found, determined, and declared that the meeting at which this Resolution is finally adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 33: UNAVAILABILITY OF AUTHORIZED PUBLICATION. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any

notice required to be published by the provisions of this Resolution shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Resolution be deemed to be in compliance with the requirements for publication thereof.

Section 34: NO RECOURSE AGAINST ISSUER OFFICIALS. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Note or for any claim based thereon or on this Resolution against any official of the Issuer or any person executing any Note.

Section 35: CONTINUING DISCLOSURE UNDERTAKING. (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"EMMA" means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

"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) guarantee of a debt obligation or any such derivative instrument; provided that "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Undertaking" means the Issuer's continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the Issuer for the purpose of compliance with the Rule.

(b) Annual Reports. The Issuer shall file annually with the MSRB, (1) within six months after the end of each fiscal year ending in or after 2026, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 17 of this Resolution, being the information described in Exhibit C hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the Issuer, when and if available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Exhibit C hereto, 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 complete within such period, then the Issuer shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the Issuer must keep its fiscal records in accordance with generally accepted accounting principles,

must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Education Agency within 150 days after the close of the Issuer's fiscal year. Copies of each audit report must also be filed in the office of the Issuer and with the Secretary, Board of Regents. The Issuer's fiscal records and audit reports are available for public inspection during the regular business hours of the Superintendent of Schools. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the Issuer changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) Event Notices. The Issuer shall file notice to notify the MSRB of any of the following events with respect to the Notes in a timely manner and not more than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, 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 Notes, or other material events affecting the tax status of the Notes,
7. Modifications to rights of holders of the Notes, if material;
8. Note calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Notes, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, 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, if material;

14. Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
15. 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 security holders, if material; and
16. 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.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer, and (b) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Issuer shall notify the MSRB, in an electronic format as prescribed by 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. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. 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 Notes within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit that causes the Notes to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Notes, 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 Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY OBLIGATION 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 WITH 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.

No default by the Issuer in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

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.

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 Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Notes consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Notes. The Issuer may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the Issuer also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. 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 b of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. If the Issuer so amends the provisions of this Section, the Issuer shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Information Format – Incorporation by Reference. The Issuer information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

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 document (including an official statement or other offering document) available to the public through EMMA or filed with the United States Securities and Exchange Commission.

(f) General Policies and Procedures Concerning Compliance with Federal Securities Laws. Because the issuance of the Notes is subject to the provisions of the Rule and because the potential "underwriters" in a negotiated sale of the Notes or the initial purchasers in a competitive sale of the Notes may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the Issuer hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the "***Policies and Procedures***"), attached hereto as Exhibit F, with which the Issuer shall follow to assure compliance with the Undertaking. The Issuer has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the Issuer's financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the Issuer and any such amendment will not be deemed to be an amendment to the Undertaking. Each Designated Officer is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Designated Officer to be necessary or desirable for or with respect to future compliance with the Undertaking.

Section 36: BOOK-ENTRY ONLY SYSTEM. The Notes shall initially be registered so as to participate in a securities depository system (the "***DTC System***") with the Depository Trust Company, New York, New York, or any successor entity thereto ("***DTC***"), as set forth herein. Each Stated Maturity of the Notes shall be issued (following cancellation of the Initial Note described in Section 7) in the form of a separate single definitive Note. Upon issuance, the ownership of each such Note shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Notes shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit D (the "***Representation Letter***").

With respect to the Notes registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Notes from time to time as securities depository (a "***Depository Participant***") or to any person on behalf of whom such a Depository Participant holds an interest in the Notes (an "***Indirect Participant***"). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Notes, (ii) the delivery to any Depository Participant or other person, other than a registered owner of the Notes, as shown on the Security Register, of any notice with respect to the Notes, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Note, of any amount with respect to principal of, premium, if any, or interest on the Notes. While in the DTC System, no person other than Cede & Co., or any

successor thereto, as nominee for DTC, shall receive a Note evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the Holder, the word “Cede & Co.” in this Resolution shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Notes that they be able to obtain certificated Notes, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of Note certificates, and the Notes shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Notes shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository’s agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Notes may be registered in whatever name or names the Holders of Notes transferring or exchanging the Notes shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Note and all notices with respect to such Note shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 37: FURTHER PROCEDURES. The officers and employees of the Issuer are hereby 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 Resolution, the initial sale and delivery of the Notes, the Purchase Contract, and the Paying Agent/Registrar Agreement and the Official Statement. In addition, prior to the initial delivery of the Notes, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the instruments authorized and approved by this Resolution necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Resolution and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Notes by the Texas Attorney General’s office. Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Notes while the Notes are outstanding and unpaid. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 38: ISSUER’S CONSENT TO PROVIDE INFORMATION AND DOCUMENTATION TO THE TEXAS MAC. The Municipal Advisory Council of Texas (the

"*Texas MAC*"), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Designated Officer, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Notes; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Notes.

Section 39: DELEGATION AUTHORIZATION PURSUANT TO HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to the Act, and any other applicable law, the Board of Regents, pursuant to the Act and other applicable law, hereby delegates to any Designated Officer the authority to independently select the counterparty to any paying agent/registrar, rating agency, bond insurer, securities depository, or any other contract that is determined by Designated Officer, the Issuer's Financial Advisor, or the Issuer's Bond Counsel to be necessary or incidental to the issuance of the Notes as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code, as amended (collectively, the "*Ancillary Contracts*") and, as necessary, to execute the Ancillary Contracts on behalf and as the act and deed of the Issuer. The Board of Regents has not participated in the selection of any of the business entities which are counterparties to the Ancillary Contracts.

Section 40: SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board of Regents hereby declares that this Resolution would have been enacted without such invalid provision.

Section 41: EFFECTIVE DATE. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

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PASSED AND ADOPTED on the 6th day of October, 2026.

DEL MAR COLLEGE DISTRICT

Chair, Board of Regents

ATTEST:

Secretary, Board of Regents

(ISSUER SEAL)

INDEX TO EXHIBITS

Schedule I - Approval Certificate

Exhibit A - Paying Agent/Registrar Agreement

Exhibit B - Purchase Contract

Exhibit C - Description of Annual Financial Information

Exhibit D - DTC Letter of Representations

Exhibit E – Written Procedures – Compliance with Federal Tax Covenants

Exhibit F – General Policies and Procedures Concerning Compliance with Federal Securities Laws

SCHEDULE I

FORM OF APPROVAL CERTIFICATE

CERTIFICATE APPROVING THE FINAL TERMS OF THE NOTES

I, the Vice President and Chief Financial Officer of the **DEL MAR COLLEGE DISTRICT** (the "**Issuer**"), pursuant to authority granted by the provisions of Section 1371.053(c), Texas Government Code, and by the Board of Regents of the Issuer in Section 1 of a resolution approved by the Board of Regents on October 6, 2026, relating to the issuance of the Notes defined below (the "**Resolution**"), hereby certify as follows:

1. **GENERAL**. This Certificate is given in connection with the issuance by the Issuer of the **DEL MAR COLLEGE DISTRICT MAINTENANCE TAX NOTES, SERIES 2026** (the "**Notes**") which, pursuant to the Resolution, have been authorized by the Board of Regents.

2. **DEFINITIONS**. All capitalized terms used in this Certificate which are not otherwise defined herein shall have the same meanings as set forth in the Resolution.

3. **DATED DATE AND AGGREGATE PRINCIPAL AMOUNT**. The Notes shall be dated _____, 2026, and shall be issued in the aggregate principal amount of \$_____.

4. **PRINCIPAL AMOUNTS AND INTEREST RATES**. The Notes shall (i) mature on _____ in each of the years and in the respective principal amounts, and (ii) bear interest from the date of initial delivery, to their respective date of maturity or prior redemption at the respective interest rates, all as set forth below:

Maturity <u>Date</u>	Principal <u>Amount (\$)</u>	Interest <u>Rate (%)</u>
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5. **INTEREST PAYMENT DATES**. Interest on the Notes shall be payable on each _____ and _____, commencing on _____, 20____, until stated maturity or prior redemption.

6. **TRUE INTEREST COST RATE**. The true interest cost rate for the Notes is _____% per annum, which rate is less than the maximum amount authorized by law as approved by the Board of Regents in the Resolution.

7. **OPTIONAL REDEMPTION**. The Notes maturing on or after _____, 20____, may be redeemed prior to their scheduled maturities, at the option of the Issuer on _____.

____, 20____, or on any date thereafter at the redemption price equal to par plus accrued interest to the date fixed for redemption.

8. **MANDATORY SINKING FUND REDEMPTION.** The Notes maturing on _____, 20____ (the "***Term Notes***") are subject to mandatory redemption prior to maturity in part by lot, at a price equal to the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the respective principal amounts shown below:

TERM NOTES MATURING	
_____, 20____	
_____, 20____	\$
_____, 20____	

9. **UNDERWRITERS AND PURCHASE PRICE.** The following firms have been selected to serve as the Underwriters of the Notes:

("Senior Managing Underwriter")

The Notes shall be sold to the Underwriters and purchased at a price equal to \$_____ (which amount is equal to par, plus an original issue premium on the Notes of \$_____, less Underwriters' discount of \$_____), and no accrued interest. The Initial Note shall be registered in the name of _____.

10. **DETERMINATION REQUIRED BY SECTION 1201.022(A)(3), TEXAS GOVERNMENT CODE.** In satisfaction of Section 1201.022(a)(3), Texas Government Code, as authorized by Section 1 of the Resolution, and upon consultation with the Issuer's Financial Advisor, the undersigned hereby determines that the final terms of the Notes as set forth in this Certificate are in the Issuer's best interests.

11. **PAYING AGENT/REGISTRAR.** The initial Paying Agent/Registrar for the Notes shall be _____.

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APPROVED BY THE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER OF THE DEL MAR COLLEGE DISTRICT ON THE ____ DAY OF _____ 2026 IN ACCORDANCE WITH THE RESOLUTION.

Vice President and Chief Financial Officer
Del Mar College District

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
PURCHASE CONTRACT

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 35(b) of this Resolution.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the Issuer or the unaudited financial statements of the District in the event audited financial statements are not completed within six months after the end of any fiscal year.

2. All quantitative financial information and operating data with respect to the Issuer of the general type included in the Official Statement under [Tables 1 through 6 and 8 through 11].

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 Above.

EXHIBIT D

DTC LETTER OF REPRESENTATION

EXHIBIT E

WRITTEN PROCEDURES RELATING TO

CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Notes, the District's chief financial officer (the "**Responsible Person**"), which currently is the District's Vice President and Chief Financial Officer, will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Notes will be entered into within six (6) months of the date of delivery of the Notes (the *Issue Date*);
- (ii) monitor that at least 85% of the proceeds of the Notes to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Notes after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Notes does not exceed an amount equal to the debt service on the Notes in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Notes for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Notes are invested in an investment with a guaranteed yield for 4 years or more;
- (vi) maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Notes any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Notes are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Notes the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

(ii) monitor whether, at any time the Notes are Outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Notes are Outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Notes are Outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Notes are Outstanding, any person, other than the District, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Notes are Outstanding, the facilities are sold or otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Resolution related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Notes and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Notes. If any portion of the Notes is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the District's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Notes. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT F

GENERAL POLICIES AND PROCEDURES CONCERNING COMPLIANCE WITH FEDERAL SECURITIES LAWS

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 20 of the Resolution. “Notes” refers to the Notes that are the subject of the Resolution to which this Exhibit is attached.

II. As a capital markets participant, the Issuer is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the Issuer’s compliance with the Rule.

III. The Issuer is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 20 of the Resolution, which provisions are a part of the Undertaking.

IV. The Issuer is aware that “participating underwriters” (as such term is defined in the Rule) of the Notes must make inquiry and reasonably believe that the Issuer is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The Issuer now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the Issuer’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the Issuer’s obligations under the Rule, the advice from and discussions with the Issuer’s internal senior staff (including staff charged with administering the Issuer’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Vice President and Chief Financial Officer (the *Compliance Officer*) shall be responsible for satisfying the Issuer’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;

2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the Issuer’s information of the type described in Section 20 of the Resolution;

3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 20 of the Resolution

4. the Compliance Officer shall work with external consultants of the Issuer, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the Issuer and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;

5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the Issuer, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Notes;

6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any Issuer agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;

7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the Issuer; and

8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the Issuer’s internal staff identified by the Compliance Officer to assist with the Issuer’s satisfaction of the terms and provisions of the Undertaking.

5. CLOSED SESSION pursuant to:

- a. **TEX. GOV'T CODE § 551.071**: (Consultation with Legal Counsel), regarding pending or contemplated litigation, or a settlement offer, and the seeking of legal advice from counsel, with possible discussion and action in open session;
- b. **TEX. GOV'T CODE § 551.087**: (Deliberation Regarding Economic Development), regarding discussion or deliberation of information received from a business prospect with which the College is conducting economic development negotiations and/or the deliberation of an offer of a financial or other incentive to a business prospect, with possible discussion and action in open session; and,
- c. **TEX. GOV'T CODE § 551.074(a)(1)**: (Personnel matters), regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, with possible discussion and action in open session.