Howard College

BIG SPRING, LAMESA, SAN ANGELO, SWCD

COVID-19 RESPONSE STATUS #15

AUGUST 2, 2021

COVID-19 RESPONSE STATUS #15

01

STAGE 1

- No confirmed cases in the college service area.

02

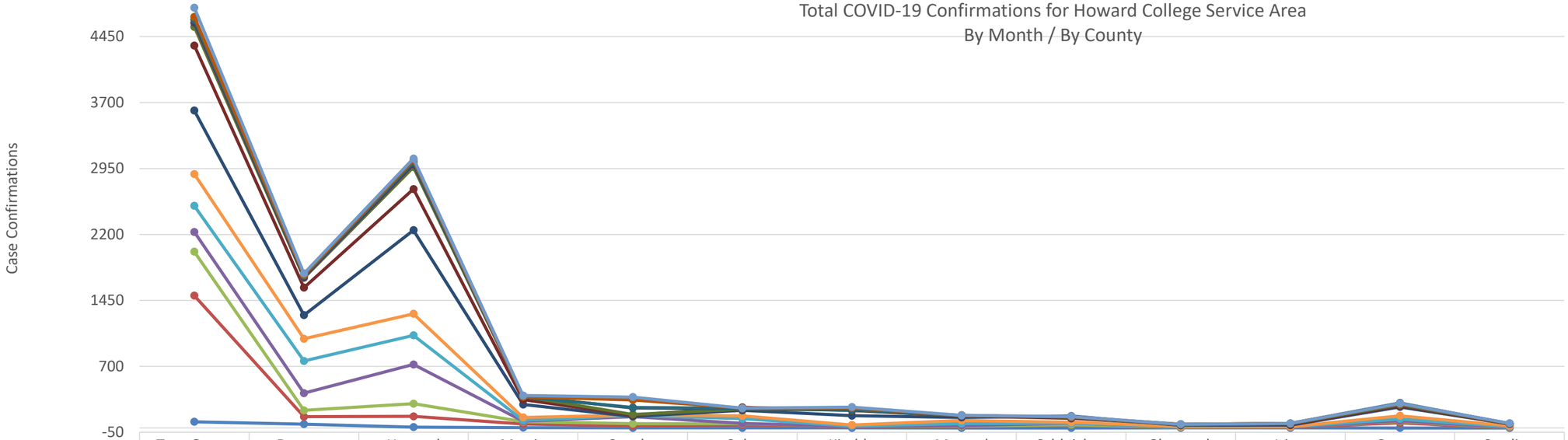
STAGE 2

- Moved to Stage 2 March 24th.
- First report of confirmed case in service area.
- Now five cases
  - Last one confirmed as community spread
- As of April 30th
  - Tom Green County - 44 cases
  - Dawson County - 21cases
  - Howard County - 4 cases
  - Martin County - 2 cases
  - Concho County - 1case

COVID-19 RESPONSE STATUS #15

02

STAGE 2: COVID-19 Confirmations

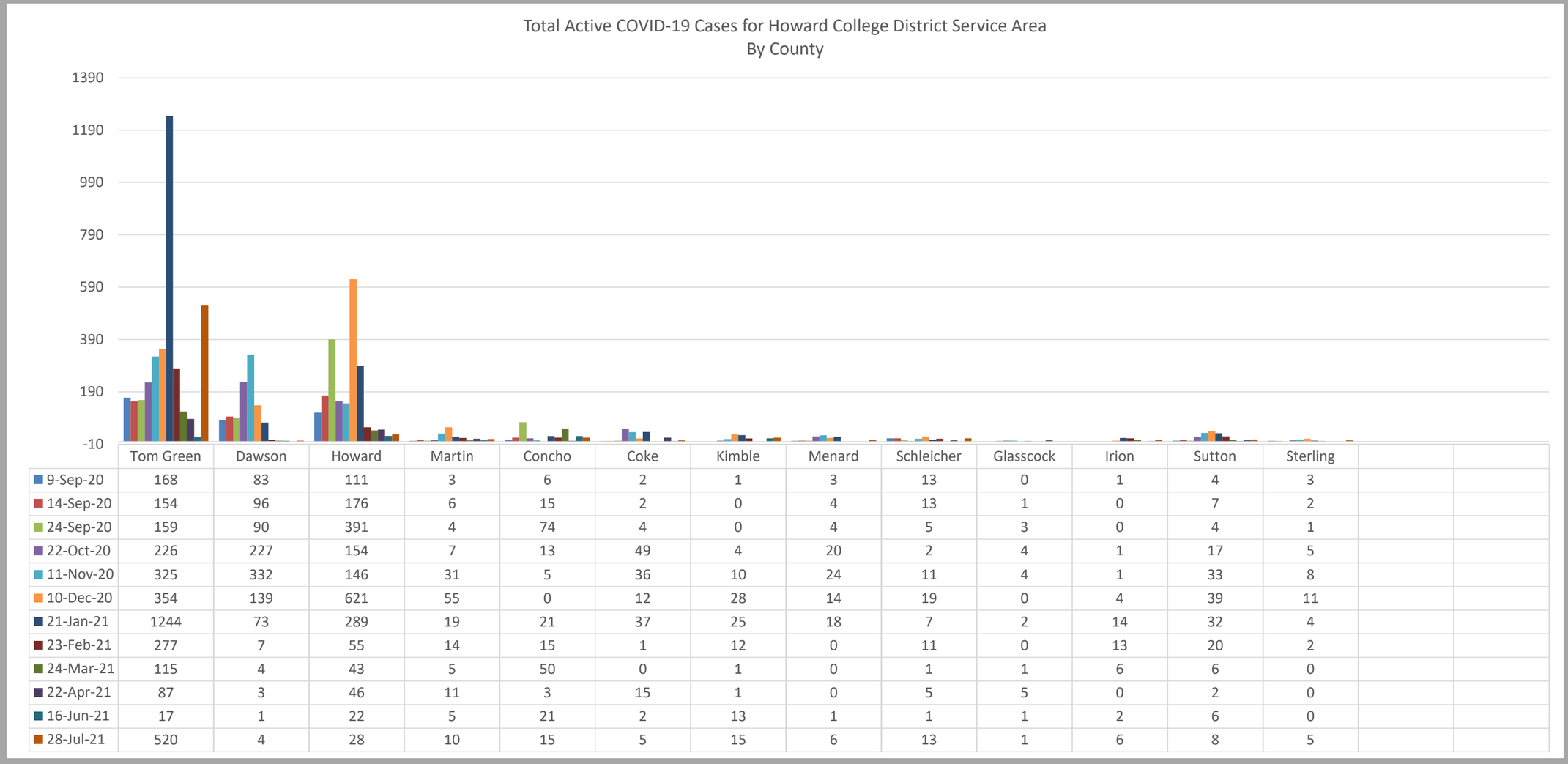


	Tom Green	Dawson	Howard	Martin	Concho	Coke	Kimble	Menard	Schleicher	Glasscock	Irion	Sutton	Sterling
3-Jun-20	70	43	9	3	1	1	1	0	0	1	1	0	0
29-Jul-20	1505	128	132	44	23	35	13	16	34	6	7	58	0
27-Aug-20	2004	200	276	71	48	48	16	20	38	6	10	76	2
24-Sep-20	2229	395	722	77	129	52	16	26	53	9	10	81	4
22-Oct-20	2526	762	1053	86	141	105	21	50	55	12	13	102	12
11-Nov-20	2887	1014	1298	119	147	137	34	85	65	16	14	138	23
10-Dec-20	3609	1283	2249	266	131	200	139	119	135	29	31	239	44
21-Jan-21	4348	1596	2716	321	145	234	198	135	109	41	39	253	44
23-Feb-21	4561	1706	2966	360	153	215	203	139	118	36	46	264	47
24-Mar-21	4608	1716	2997	362	227	219	207	144	121	39	50	279	48
22-Apr-21	4644	1730	3021	354	232	223	207	142	123	41	52	284	49
16-Jun-21	4675	1740	3046	355	318	225	227	142	125	42	52	276	51
28-Jul-21	4779	1757	3064	369	351	225	237	143	131	41	52	279	53

COVID-19 RESPONSE STATUS #15

02

STAGE 2: COVID-19 Active Cases



	Tom Green	Dawson	Howard	Martin	Concho	Coke	Kimble	Menard	Schleicher	Glasscock	Irion	Sutton	Sterling
9-Sep-20	168	83	111	3	6	2	1	3	13	0	1	4	3
14-Sep-20	154	96	176	6	15	2	0	4	13	1	0	7	2
24-Sep-20	159	90	391	4	74	4	0	4	5	3	0	4	1
22-Oct-20	226	227	154	7	13	49	4	20	2	4	1	17	5
11-Nov-20	325	332	146	31	5	36	10	24	11	4	1	33	8
10-Dec-20	354	139	621	55	0	12	28	14	19	0	4	39	11
21-Jan-21	1244	73	289	19	21	37	25	18	7	2	14	32	4
23-Feb-21	277	7	55	14	15	1	12	0	11	0	13	20	2
24-Mar-21	115	4	43	5	50	0	1	0	1	1	6	6	0
22-Apr-21	87	3	46	11	3	15	1	0	5	5	0	2	0
16-Jun-21	17	1	22	5	21	2	13	1	1	1	2	6	0
28-Jul-21	520	4	28	10	15	5	15	6	13	1	6	8	5

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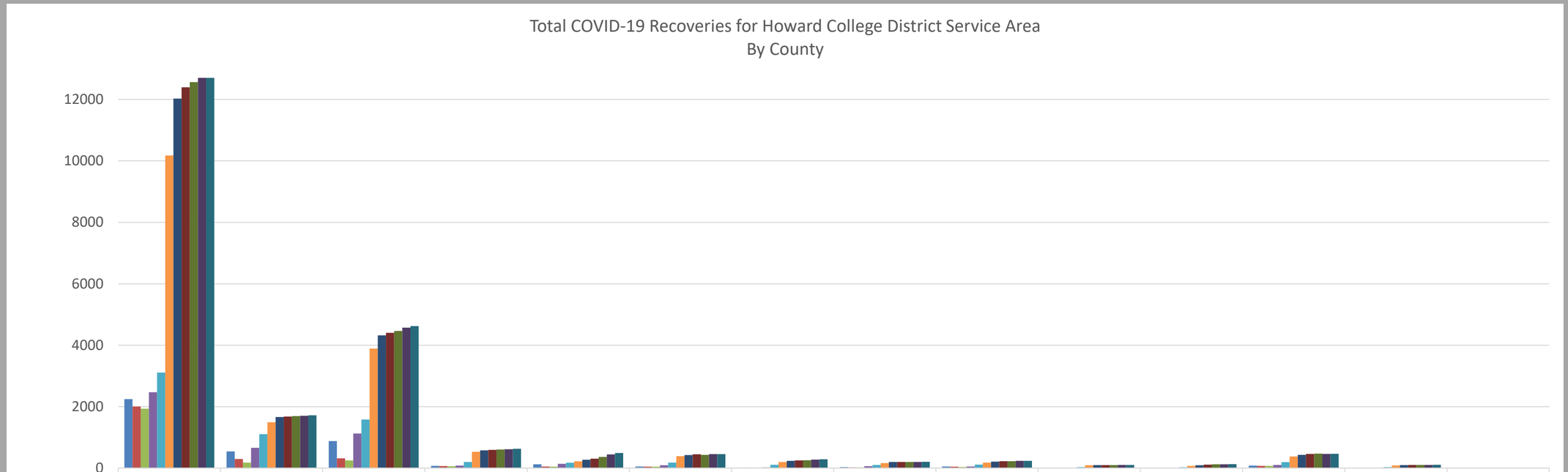
02

STAGE 2: COVID-19 Recoveries



	Tom Green	Dawson	Howard	Martin	Concho	Coke	Kimble	Menard	Schleicher	Glasscock	Irion	Sutton	Sterling
22-Oct-20	2244	544	878	72	126	51	16	30	51	8	12	82	7
24-Sep-20	2004	296	319	67	53	45	15	22	46	6	10	74	3
14-Sep-20	1936	182	252	64	49	45	15	20	36	6	10	71	2
11-Nov-20	2473	659	1128	81	140	93	22	60	52	12	13	102	15
10-Dec-20	3109	1106	1582	202	174	179	106	102	111	34	27	195	32
21-Jan-21	10177	1494	3890	533	222	390	200	165	179	91	71	377	90
23-Feb-21	12028	1665	4320	581	271	426	237	198	210	97	94	430	98
24-Mar-21	12394	1678	4401	593	307	453	253	198	226	96	114	459	102
22-Apr-21	12564	1693	4464	602	364	432	255	198	227	97	122	469	103
16-Jun-21	12767	1705	4571	617	446	454	275	202	236	102	126	462	104
28-Jul-21	12856	1719	4623	632	492	456	287	204	238	102	128	467	106

COVID-19 RESPONSE STATUS #15

ONGOING INFORMATION INFLOWS, PARTICIPATION & PLANNING

- Beginning in January, the Communicable Diseases Co-chairs officed on the Big Spring and San Angelo campuses began monitoring the growing COVID-19 concern, sharing information with district employees about recommended guidelines.
- The Emergency Management leaders officed on the Big Spring and San Angelo campuses, as well as Cabinet, were monitoring the situation at the local, state, national and global levels and participating in local meetings as convened.
- Beginning Monday, March 9th, of Spring Break, the Communicable Diseases Co-chairs and Emergency Management leaders interchangeably participated in daily calls with the Texas Department of Health Services, providing summaries of the calls.
- As the week wore on, efforts to remain vigilant on the growing situation and actions being taken across the country and state were taken. It became apparent by Thursday, March 12th, additional action needed to be taken as confirmed cases were growing across the country and state.
- For emergency operations planning, a COVID-19 Response Team was activated which included the Communicable Diseases Co-chairs, the Emergency Management leaders, Cabinet, Big Spring Instructional Deans, Student Services leaders for Big Spring and SWCD due to residence halls and food service, Athletic Director, Lamesa Campus Director, Human Resources, Chief Information officer, Distance Learning leader plus president's office staff. On the evening of March 12th, the group had its first meeting.
- Staying in close contact, by the end of the weekend, it became apparent another meeting was needed. Sunday night, March 15th, a telephonic call was held to prepare for the week and assess changes that had occurred since the Thursday, March 12th call.

COVID-19 RESPONSE STATUS #15

ONGOING INFORMATION INFLOWS, PARTICIPATION & PLANNING

- Daily state-wide calls with Texas Department of State Health Services, as available, continued through the week of March 16th.
- Frequent contact with area city and county authorities and weekly meetings were attended.
- Hosting the Howard County Emergency Management meeting, first in person and following ones telephonic. Representative Darby participating by phone.
- Weekly meeting of San Angelo public entities with Howard College San Angelo campus representation.
- Daily, twice-weekly, weekly, twice monthly and now as needed, state-wide call with Texas Association of Community Colleges (TACC) that have included representatives from the Governor's office, Lieutenant Governor's office, Legislators and staff, Texas Higher Education Coordinating Board (THECB) representatives and other state leaders started on Tuesday, March 17th.
- Contacts were made as needed with peers, ISD contacts, TACC, Legislative Budget Board (LBB), and others.
- Meetings weeks of March 15-20 and March 23-27 and continuing:
  - Meetings of COVID-19 Response team once or twice per day on implementation and as needed
    - Subgroup meetings focused on Open Howard College as needed
  - Cabinet meetings held as needed
  - Using Microsoft Teams for meetings
  - Multiple webinars at federal and state level concerning various initiatives
  - Multiple teleconference/virtual meetings with our colleagues across the state
  - Viewing of White House Briefings and Governor Abbott's Press Conferences

COVID-19 RESPONSE STATUS #15

ONGOING INFORMATION INFLOWS, PARTICIPATION & PLANNING

- Meetings weeks of March 15-20, March 23-27 and continuing:
  - Telephone Board of Trustee meetings / March 27, April 6, May 4, June 8, August 3, 20, 27, 31, September 28, October 26, November 16, December 14, December 21, and January 25
  - District-wide telephonic meeting April 30 - 432 participating / May 21 - 230 participating / June 9 - 180 participating / August 6 - 208 participating
  - Annual Town Hall meetings held virtually for all campuses: Big Spring/August 11 (number attended unknown), San Angelo/August 11 (73 attended), SWCD/August 14 (36 attended)
  - Success Summit 2020 held on September 18 (312+ attended)
  - 2021 District meeting held on January 29th with 230+ attending; 2021 District meeting held on February 26th with 225 attending; 2021 District meeting held on March 26th with 215+ attending; 2021 District meeting held on April 23rd with 292 attending
  - President's Council held on June 3rd with 67 attending
  - Visioning meetings held virtually during spring and summer
- **Legislative outreach being done by mail, phone, electronically, and virtually**
- Community College Day for students will become a virtual week-long event (March 1-5, 2021)

COVID-19 RESPONSE STATUS #15

CARES ACT FUNDS SUMMARY AS OF January 31, 2021; February 28, 2021; April 25, 2021; June 23, 2021; **August 2, 2021**

- Institution Funds
  - CARES Act Funds: COVID-19 Institution Emergency Solutions Project, Grant Dated May 5, 2020, Received $727,303, Expenditures to date: $451,848; $467,511; $467,784; **$727,303**
  - Additional funds in the amount of $258,000 will be awarded to 88 students for $1,500, for a total $132,000. There are 336 students with zero Expected Family Contribution (EFC) who will also be awarded an additional $375, for a total of $126,000 in student aid to be awarded by April 30, 2021. All funds were expended by April 2021 of which $258,000 was awarded to students for emergency aid.
  - CARES Act Funds Second Award (CRRSAA - Coronavirus Response and Relief Supplemental Appropriations): COVID-19 Institution Emergency Solutions Project, Grant Dated January 17, 2021, Received $2,758,234. **Expenditures to date; $220,781.** We **continue to research** eligible uses of the funds.
  - **CARES Act Funds Third Award (ARPA – American Rescue Plan Act): COVID-19 Institution Emergency Solution Project, Grant Dated May 13, 2021, Received $2,889,583. No funds have been expended to date. We continue to research eligible uses of the funds.**
  - *Total CARES Institution Funds (excluding HSI funds): $3,485,537 **$6,375,120***

- Student Funds
  - CARES Act Funds: COVID-19 Student Emergency Solutions Project, Grant Dated April 24, 2020, Received $727,304, All funds were awarded by October 8, 2020.
  - CARES Act Funds Second Award: COVID-19 Student Emergency Solutions Project, Grant Dated January 17, 2021, Received $727,304, A committee met February 5, 2021 to discuss the criteria and plan to disburse the funds. Application opened February 23, 2021. 825 applications received. Awards of $1,500 can be given to 485 students. Awards have not been made as of March 24, 2021. Financial aid office is checking eligibility and prioritizing applications, distribution is imminent. All funds were awarded to students on March 25, 2021.
  - CARES Act Funds Third Award (ARPA – American Rescue Plan Act): COVID-19 Institution Emergency Solution Project, Grant Dated May 13, 2021, Received $3,101,198. No funds have been expended to date. A committee met June 17, 2021 to discuss the criteria and the plan to disburse the funds.
  - *Total CARES Student Funds: $1,454,608; $4,555,806*

COVID-19 RESPONSE STATUS #15

CARES ACT FUNDS SUMMARY AS OF January 31, 2021; February 28, 2021; April 25, 2021; June 23, 2021; August 2, 2021

- Additional Funds
  - CARES Act Funds : COVID-19 HSI Institution Emergency Solutions Project, Grant Dated September 23, 2020, Received $94,505, No funds have been spent to date; however, plans are to use the funds for Student Emergency Aid. Awards of $1,500 can be awarded to 63 students. All funds were awarded to students for emergency aid on March 25, 2021.
  - CARES Act Funds Second Award: COVID-19 HSI Institution Emergency Solutions Project, Grant Date March 3, 2021, Received $193,468. No funds have been spent to date; Expenditures to date: $2,489. **We continue researching eligible uses of the funds.**
  - CARES Act Funds: Governor's Emergency Education Relief (GEER) Fund: Emergency Educational Grant (EEG), Grant Dated September 1, 2020, Received $23,052, All funds were awarded to students by September 28, 2020.
  - CARES Act Funds: Governor's Emergency Education Relief (GEER) Fund: Texas Educational Opportunity Grant (TEOG), Grant Dated September 1, 2020, Received $23,856. All funds were awarded to students by January 27, 2021.

Grand Total CARES Act Funds received directly by the college: $5,034,650; $5,081,558; $5,275,026; $11,265,807

- TSLAC CARES grant
  - Howard College Libraries received $11,000 from the Institute of Museum and Library Services and the Texas State Library and Archives Commission
    - Funds will be used to purchase touchless self-checkout stations, webcams, document cameras, and headsets for all locations.
    - Also used to purchase tables for cleaning stations throughout the Big Spring library, powerbanks to allow students to spread out in the library and materials to complete a Zoom Room.

COVID-19 RESPONSE STATUS #15

INSTRUCTIONAL PLANNING, PREPARATION, AND DEPLOYMENT

March 16-20, March 23-27, May 1-31, June 1-July 27, July 28-August 27, August 28-September 25, September 26-October 23, October 24-November 13, November 14-December 11, December 12-January 22, January 23-February 23, February 24-March 28, March 29-April 25; April 26-June22; June 23-July 30

- On Monday, March 16th, faculty began the transition of all courses to the online, digital format, in order to go live by March 20th.
- Health Professions programs immediately moved forward so that clinicals could be done according to the guidelines. Hospitals began to restrict entrance...except for Scenic Mountain Medical Center and the VA in Big Spring and Shannon Medical Center and San Angelo Community Medical Center in San Angelo. Nursing homes restricted access. Other health entities did the same. Health Professions faculty designed clinical rotations around the clock to get as many clinical hours for students as possible, not knowing what the future would hold. The weekend of March 20th, the Governor issued directions to relax some guidelines so that health professions students could be prepared to enter the workforce quickly. NCLEX testing sites for nurses will be expanded across the nation to provide increased opportunities for students to test upon graduation.
- Dental Hygiene continued with online, using Zoom for classroom. Clinicals will not be held until April 21st following signed mandates from the Governor. It could possibly be summer before clinical hours can be completed for this program. Dental Hygiene Clinical Boards have been postponed.
- Faculty participated in professional development provided by the eTrainers and collaborated on ways to enhance the online format. The biggest challenge was how to approach those courses with hands-on training such as welding, etc. The plan was to begin delivering those opportunities in small groups by March 30th. As time has advanced, extensions of some courses for a few weeks may be the better solution.

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- On March 20th, the plan for each course was posted and an alert was sent to each student to check the online format for their schedule beginning on March 23rd.
- Links to resources were added to Blackboard.
- Working with Correctional Facilities relative to instructional delivery.
- Creation of faculty resources page for faculty transitioning to online instruction.
- Libraries sharing national research guide with COVID-19 resources and also developing interactive databases for faculty to use with various courses.

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INSTRUCTIONAL PLANNING, PREPARATION, AND DEPLOYMENT

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- General Instruction:
  - Arts and Sciences: Continuing to implement the changes from the Status #1 report.
  - Arts and Sciences: Moved all summer courses to an online format.
  - Spring 2020 probation/suspension status for students will not change.
  - Spring 2020 No Credit grade policy implemented.
  - Fall 2020 - all syllabi will include a section that includes an instructional plan for altered operations.
  - Fall 2020 - all courses will have a Blackboard shell with minimum required content as determined by eTrainers and instructional deans.
  - Consideration of multiple mini semesters within academic calendar as well as fall end date.
  - Expectations for Zoom attendance in class were developed and shared with students, posted on website.
  - Classes began August 17th.
  - LEADS Orientation held on San Angelo campus August 12-14 - 81 students; LEADS Orientation held on Big Spring campus August 27-29 - 106 students attended.
  - Spring and summer course schedules being built with COVID-19 guidelines still in place for all campuses (50% room capacity). Increased face-to-face instruction will be added back for the Big Spring campus in addition to virtual/online options as well. San Angelo, Lamesa, and SWCD will continue with current strategies offering all instruction options.
  - Planning to open classroom capacity at 100% for the Fall semester dependent upon federal, state and local guidelines.

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- San Angelo:
  - Cosmetology: Every course will change the end date to August 21st to complete their 500 contact hours. Students are currently still completing assignments to continue in the class.
  - Construction Trades: CONST 1342 and CONST 1350 students have been given an Incomplete and we will bring the students back for lab as soon as we are able. We can determine the time and structure as we near that time.
  - EMS: EMSO 1166 changed its end date to 6/5/20 so that seven of the seventeen students can finish their practicum. The other ten students have completed their practicum requirements.
  - HVAC: HART1441 students have been given an Incomplete and we will bring the students back for lab as soon as we are able. We can determine the time and structure as we near that time.
  - Certain CTE/CE and Health Profession classes continue to complete the spring terms through online and some onsite clinicals.
  - Classes being taught virtually via Zoom or BlackBoard and face-to-face at reduced capacity in the classrooms. Applied CTE and Health Profession and LEADS classes are meeting face-to-face. AEL classes are meeting virtually. All safety protocols being followed. Some classes moved to WTTC industry rooms to accommodate reduced capacity for large classes.
  - New GAME 1303 course being offered in December Mini session.
  - Some CE trainings being scheduled in the WTTC.
  - Two long term customers have returned to rent rooms in January and are booking into the spring.

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March 16-20, March 23-27, May 1-31, June 1-July 27, July 28-August 27, August 28-September 25, September 26-October 23, October 24-November 13, November 14-December 11, December 12-January 22, January 23-February 23, February 24-March 28, March 29-April 25, April 26-June 22; June 23-July 30

- Big Spring:
  - Nursing: Continuing the same process from Status #1 report.
  - Dental Hygiene: Continuing online lecture and are planning began clinicals on July 6th.
  - CNA: Continuing to implement the changes from the Status #1 report. Continuing online teaching and awaiting clinicals until able to return to clinicals in a nursing home environment.
  - Summer I classes started June 1st in an online format except for health professions programs and select courses from the Spring semester that are continuing to meet face-to-face.
  - Summer II classes started July 1 in an online format except for health professions programs and select courses from the Spring semester that are continuing to meet face-to-face.
  - Decision made to begin Fall20 face-to-face courses in virtual mode. Exceptions include health professions courses, CTE courses with hands on skill development, and LEADS Orientation and LEADS courses.
  - Summer II classes started July 1 in an online format except for health professions programs and select courses from the Spring semester that are continuing to meet face-to-face.
  - Decision made to begin Fall20 face-to-face courses in virtual mode. Exceptions include health professions courses, CTE courses with hands on skill development, and LEADS Orientation and LEADS courses.
  - Classes being taught virtually via Zoom or BlackBoard or in online format. Applied CTE, Health Profession and LEADS classes are meeting face-to-face. All safety protocols being followed.

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INSTRUCTIONAL PLANNING, PREPARATION, AND DEPLOYMENT

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- Big Spring continued:
  - Limited amount of classes (history, agriculture, music and physical education) transitioned to face-to-face or hybrid of face-to-face and Zoom modality for the remainder of the semester.
  - Working with Financial Aid to plan a second mini term in December. Five core courses added to Fall Flex schedule, classes will run December 21st – January 15th.
  - Spring class schedule primarily face-to-face with some classes still available on Zoom and/or in an online format.
  - **Kids College offered as a take-home virtual opportunity for the community.**
- SWCD:
  - Classes are meeting face-to-face. All safety protocols being followed.
- FCI and GEO:
  - Prison programs begin to re-open. FCI delayed; possibly begin November 1st. Started classes.
  - Changes being made to delivery approach.
- Dual Credit:
  - Hosting dual credit nights for interested high schools via webinar to answer questions for students and parents.
  - Dual credit enrollment paperwork is being submitted and processed. The program continues to offer informational sessions online.
  - **Conferring with ISDs on potential changes in academic calendar affecting dual credit delivery.**
  - **Offering TSIA testing for dual credit students as requested by the high schools.**

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- Facebook Live sessions multiple times each week to provide assistance, encouragement, support, etc. for students.
- Added communications@howardcollege.edu email address to field questions, needs, etc.
- Created COVID-19 webpage with resources for students and employees.
- Assessing student technology needs through online form; providing laptops and other equipment; helping with internet service.
- Monitoring student engagement in courses: faculty and advisors are calling them to encourage the need to begin working.
- HC Alerts are being utilized to inform students and employees of important information.
- Implementing chatbot texting system to communicate with students in real time.
- Dorms: Takeout meals being provided to those still on campus.
- Mailing items to students at their homes.
- Assisting students with travel arrangements and needs.
- Food and toiletry pantries remain available to students by appointment.

COVID-19 RESPONSE STATUS #15

COLLEGE SERVICE DEPARTMENT PLANNING, PREPARATION AND DEPLOYMENT: March 16-20; March 23-27, May 1-31, June 1-July 27, July 28-August 27, August 28-September 25, September 26-October 23, October 24-November 13, November 14-December 11, December 12-January 22, January 23-February 23, February 24-March 28, March 29-April 25, April 26-June 22, June 23-July 30

- Drive-thru graduation celebrations were held on the Big Spring (included Big Spring, Lamesa and SWCD graduates) and San Angelo campuses on May 7th and 8th. Both celebrations were live-streamed and available on radio broadcast. Recordings of the celebrations were posted on the college YouTube channel and shared across social media as well as the website.
  - Total graduates 682 / 235 participated in person, 70 participated virtually (305) / 45% participation for district
  - Big Spring: 256 graduates / 69 participated in person, 49 participated virtually (118) / 46% participation
  - Lamesa: 14 graduates / 5 participated in person, 1 participated virtually (6) / 43% participation
  - San Angelo: 383 graduates / 156 participated in person, 17 participated virtually (173) / 45% participation
  - SWCD: 29 graduates / 5 participated in person, 3 participated virtually (8) / 28% participation
- Health profession programs held various pinning activities across the district. Videos and photos were placed on the website and shared across social media.
- Held Dental Hygiene pinning ceremony in the East Room on July 29th with limited attendance; broadcast on Facebook Live for those who could not attend.
- RN pinning ceremony held on October 22nd on Big Spring campus with limited attendees; broadcast on Facebook live for those who could not attend.
- LVN to RN pinning ceremony planned for October 30th for San Angelo campus.

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- Reaching out to dual credit schools to ensure connection with students and counselors, plus instructional formats as needed.
- Reached out to student leaders to assist with communicating with the student body to address questions, concerns and needs.
- Offering virtual tutoring using Upswing, Zoom, Skype and video phones.
- Forwarding phone lines in order to respond to student calls.
- Planning underway for updates/encouragement for students from the president in different formats.
- Accommodation needs for students changing to online format being analyzed and addressed.
- Using jump-drives between faculty and students to share information.
- Providing options for students to access food and personal hygiene pantries through appointment.
- Remote WiFi access points in areas such as Ackerly, Garden City, Coahoma and Sand Springs being offered by WesTex.
- Online mental health counseling being provided to students.
- Determination of residence hall rules in relation to social distancing and visitors.
- Libraries sharing tips for students in social media formats.
- Community College Survey of Student Engagement (CCSSE) being administered to all students electronically via email. Traditionally a randomized in-person survey that was canceled due to COVID.

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- 2021 Graduation Ceremonies held with COVID-19 Protocols in place
  - San Angelo – May 13th @ 6:30pm; Foster Communications Coliseum
  - SWCD – May 14th @ 10:00am; Maddux Student Center
  - Big Spring/Lamesa – May 14th @ 7:00pm; Dorothy Garrett Coliseum
  - Events held in-person and live-streamed.
  - Students allowed 4 tickets/each; unused tickets will be re-distributed as requested.
  - Graduation Celebration Experience purchased. Will be utilized to include virtual celebration opportunities for students.
  - Temporary COVID protocols required for the use of the Dorothy Garrett Coliseum being established following guidance of local health authorities.
- 2021 Pinning Ceremonies held with COVID-19 Protocols in place
  - San Angelo: HP – 10:00am; LVN – 11:30am; RN – 1:00pm; All held at Sierra Vista Methodist Church limiting 180 attendants at each ceremony; all events live streamed
  - Big Spring: LVN – 1:00pm in the Fireplace Room; RN – 2:30pm in the DGC East Room; Dental Hygiene – 4:30 pm in the DGC East Room; All will be live streamed

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COLLEGE SERVICE DEPARTMENT PLANNING, PREPARATION AND DEPLOYMENT: March 16-20; March 23-27, May 1-31, June 1-July 27, July 28-August 27, August 28-September 25, September 26-October 23, October 24-November 13, November 14-December 11, December 12-January 22, January 23-February 23, February 24-March 28, March 29-April 25, April 26-June 22, June 23-July 30

- eLearning:
  - Continuing Ana virtual assistant efforts with great response from students.
  - Increased district's GoToMeeting subscription to include GoToWebinar.
  - Purchased Respondus Lockdown Browser for increased online security of online assessments.
  - eTrainers developing training program for faculty focused on Blackboard Collaborate, Zoom, virtual group engagement, and Respondus Lockdown.
  - Purchased license for Verbit Transcription & Caption Services - integrates with Collaborate.
  - Purchased Zoom institutional license.
- Registrar and Admissions:
  - Application and SPEEDE transcripts are processed daily from home.
  - Acceptance letters are processed twice a week from home and sent to recruiting to be added to applications packets mailed to students.
  - Some staff are going to the office sparingly to process things that have to be done on campus, which includes gathering mail, working transcripts that are mailed, as well as test scores, etc.
  - Working through all (Summer and Fall 20) registration processes from home.
  - We have been working through Spring graduation processes from home, as well. Some process, such as printing of degree audits, is done more efficiently from the office so there is limited time spent in the office for these processes.
  - Many audits are being done to keep us on track with registration and graduation.

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- Registrar and Admissions continued:
  - Phone calls are being answered when staff is in the office. Phone lines are transferred to cell phones when we are not in the office.
  - Deadline to submit grades has been moved to Wednesday, May 13.
  - Registrar and admissions personnel are working on site at all campuses. San Angelo staff have adopted a rotating work schedule on site to follow social distancing guidelines.
  - Appointments are being made for in-person meetings with students as needed. Primary assistance remains by phone and email.
  - Appointments are no longer required to meet with admissions.
  - Registrars will not be required to do Fall Eligibility submission due to NJCAA ruling and will push all team eligibility to Spring 2021.
  - Spring/Summer 2021 registration began November 10th. Schedule was available November 2nd.
  - Drop date for fall courses extended to November 18th.
- Financial Aid:
  - Excluding from financial aid satisfactory academic progress any attempted credits that were not completed by such students without requiring an appeal by such student. Financial aid does not have to collect a suspension appeal for Federal aid, state exemptions, waivers, and state grants.
  - Currently waiting on additional guidance for Return of Title IV Funds (R2T4) and Reporting Requirements. The Department of Education is currently reviewing the implications of the Act and will provide appropriate guidance as soon as possible.

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- Financial Aid continued:
  - Verification requirements - the Department of Education suspended the in-person submission and notary requirements for V4 and V5 verification. The institution may allow an applicant or student to submit copies of the required verification documents electronically to the institution. This may occur by uploading a photo of the documents (including from a smartphone), PDF, or other similar electronic document through a secure school portal, by email, etc.
  - We also recognize that forms of identification (such as a driver's license) may expire with no real and reasonable opportunity for renewal due to social distancing requirements. Institutions may accept a copy of an expired document if it expired after March 1, 2020.
  - Further, the Department waives the requirements under 668.57(b) and (c) that a dependent student submit a statement signed by one of the student's parents when no responsible parent can provide the required signature.
  - Work Study - we have been sent guidance from the federal and state government that we can continue to pay work study students if they were currently hired when the COVID-19 outbreak started, regardless if they are working. Under the guidelines, colleges can still pay students through the Federal or state work study program as long as the college is paying other faculty and staff.
  - Will be transferring all unexpended Federal work study funds to SEOG (Supplemental Education Opportunity Grant). The department of education has released there are no percentage limits for what can be transferred.
  - Created online live FAFSA presentations with FAFSA demo, general financial aid information, and question and answer sessions.

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- Financial Aid continued:
  - Continue to monitor exceptions to regulations and update processes/forms to make financial aid easier for students and staff.
  - CARES Higher Education Emergency Relief fund for students: policy and procedure developed, committee assigned, student grant application developed. Opened application process on April 29th.
  - As of April 30th, 587 students have applied. Awards of $1000 can be given to 727 students.
  - As of June 2nd, 927 applications have been submitted. Awards of $1000 have been given to 647 students.
  - CARES grant report posted on website on May 29th.
  - As of July 29th, 1,029 applications have been submitted. Awards of $1000 have been given to 701 students with 68 applications pending.
  - As of August 27th, 1,092 applications have been processed. Awards of $1000 have been given to 728 students. 61 applications had no FAFSA. 303 were ineligible. The final student grant has been awarded.
  - CARES grant report was updated for the student grants on July 1, 2020, August 18, 2020 and October 8, 2020 and for the institutional grant on July 20, 2020, September 3, 2020, and October 30 utilizing the new format.
  - Staff working in office on campus and rotating schedules where needed to accommodate social distancing guidelines.
  - A Microsoft Teams student account was created for students to utilize and meet with financial aid staff through a video session, so they don't need to come to campus.

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- Financial aid continued:
  - Financial Aid has awarded all grant allocations for the 19-20 aid year, including Supplemental Educational Opportunity Grant (SEOG), Texas Public Educational Grant (TPEG) and Texas Educational Opportunity Grant (TEOG). These grants were used in addition to the emergency aid grant awarding aid to students who qualified.
  - The Financial Aid department is seeing an increase in professional judgment requests to lower student Expected Family Contribution (EFC) due to a rise in unemployment.
  - Texas Higher Education Coordinating Board (THECB) recently received 57 million through the Governor's Emergency Education Relief (GEER) Fund to support the TEXAS grant, Texas Educational Opportunity Grant (TEOG), and Tuition Equalization Grant and $46 million to GEER for Emergency Educational Grants. The contracts for Howard College were sent to THECB on September 9th and we have received confirmation the funds will be sent as soon as possible. The allocation will be $23,053 GEER-Emergency Aid and $23,856 for GEER-TEOG.
    - Award recipients for GEER-TEOG will be awarded based on current TEOG eligibility requirements. Award recipients for GEER Emergency Aid have already been selected for those students who are eligible for GEER that were not eligible previously for the CARES Emergency Aid Relief Grant.
  - Awarded and distributed $16,965 of $23,856 allocation received for GEER TEOG. Remaining funds will be spent in January to eligible students who enroll in Spring courses.
  - All of the $23,053 allocation received for the GEER Emergency Aid has been awarded and disbursed to students.
  - See increased requests for professional judgement to lower student Expected Family Contribution due to rise in unemployment.

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- Recruitment/Outreach/Marketing:
  - Weekly President video messages shared in social media and on website; ongoing communications and messaging through social media and website.
  - Employee photo challenge engaging staff and faculty to share work from home experiences.
  - Introduction of #hawksovercome and #rattlersovercome slogan.
  - Developed virtual modified New Student Orientation for new students attending summer school online.
  - Developed virtual walking tours of the Big Spring campus; posted online and shared in social media Weekly President video messages shared in social media and on website; ongoing communications and messaging through social media and website.
  - Employee photo challenge engaging staff and faculty to share work from home experiences.
  - Continued Facebook live sessions.
  - San Angelo campus continued KLST and KSAN live spots two times per week - held virtually.
  - Worked with financial aid to get honor scholarship awards out to the school districts that turned in their honors form.
  - Continue to develop campaign for summer and fall registration. Had new videos made to promote "It's Time to Fly" and "We're Ready" concepts. Posted on social media as well as website and YouTube channel.
  - Developed and shared 2019-2020 Student Awards video.
  - New 75th Anniversary Logo launched on billboards on I-20 and in Lamesa. San Angelo billboards now in place.
  - New Student Orientation scheduled for August 4th and 6th; social distancing and masks required.

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- Recruitment/Outreach/Marketing continued:
  - Masks purchased to give to all students.
  - TACRAO Virtual College Fair scheduled for Big Spring campus for October 7. We will participate in other virtual college fairs hosted during West Texas week October 5-8. Utilizing GoToCollegeFair system. Virtual booth is live and will remain up through November 20, 2020. As of October 15th, we have had approximately 271 students visit the booth. As of November 4th, 337 students have visited the booth. Contact information is collected and follow-up will occur. Booth closed on November 20th, we had 366 leads from visits to the booth. Contact will begin with email and phone calls.
  - Making contact with ISDs to plan virtual and in-person visits based on school guidelines for visitors on campus. In-person visits and presentations have begun. Some in-person campus tours have begun.
  - Scheduling FAFSA nights – both in person and virtual – with area school districts. 14 FAFSA nights completed. One scheduled for BSISD for December 10th.
  - Messaging being sent to students via HC Alert and Ana reminding them about health/safety protocols and self-assessment.
  - FAQ section added to COVID-19 Information page on website.
  - COVID-19 Dashboard added to the COVID-19 Information page on website.
  - Spring New Student Orientation held week of January 11-15 with 15 attending in person and 10 attending a virtual session.
  - Acquiring new live agent chat system on website to answer questions from current and/or potential students and visitors.
  - **DREAMS Week scheduled for Big Spring/Lamesa, San Angelo and SWCD for all new students.**

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- Student and Financial Accounting:
  - Implemented a way for students to pay on-line for classes or charges including continuing education classes, outstanding student balances, and day care fees. **Assisted with implementation of new on-line billing and payment for Kids College.**
  - Submitted second, third, fourth, fifth, sixth (utilizing new, revised template), seventh, eighth, ninth, tenth and **eleventh (utilizing new revised template)** COVID-19 report to the LBB.
  - Working on refunds and payment logistics of staggered dorm move-in schedule for Fall20.
  - New, revised COVID-19 report due to the LBB by September 10th.
  - Department of Education Quarterly Budget and Expenditure Report for CARES Act Institutional Funds submitted and posted on the college website on October 30, 2020; January 8, 2021; April 8, 2021 and **July 9, 2021**.
  - Submitted the first HEERF CARES Act Annual Report on January 27, 2021.
  - Considering and researching the use of the HEERF II Funds (CRRSAA - Coronavirus Response and Relief Supplemental Appropriations Act, 2021) received in March 2021.
  - **Considering and researching the use of the HEERF III Funds (ARPA – American Rescue Plan Act, 2021) received in May 2021.**
- Testing/Tutoring:
  - Virtual tutoring continues for all campuses. TEAS testing continues onsite in San Angelo and the TSI is still being taken remotely.
  - San Angelo campus resumed TSI, Pearson, TCEQ, and PAN testing. Available for HC proctored exams as needed. TEAS face-to-face testing begins in September on a regular schedule. Weekend and evening testing begins September 21st. San Angelo campus tutoring – both in person and via Zoom – have started. Added a volunteer tutor for Science.

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- Library:
  - Libraries remain closed but select library personnel started working on site. Other personnel remain working from home for all campuses.
  - Exploring options to create appointments for students, faculty and staff to use the facilities as needed.
  - Libraries are open and have face-to-face options for students as well as virtual options. Social distancing and safety protocols are being followed at all locations. New hours have been posted and shared.
  - Libraries have created training videos for both students and faculty that cover how to access and use library resources.
  - Libraries created research guides containing online education tools for both students and faculty.
  - Libraries are promoting their webcams and interactive devices available for Zoom classes.
  - Libraries are in the early stages of plans to convert a small study room to a Zoom Room on the Big Spring campus.
  - Libraries are in the early stages of moving games night for students to online platforms on the Big Spring campus.
  - Expanded virtual events for student activities (PolitiTaco Tuesday, Hispanic Heritage Month, Banned Book Week, etc.)
  - Librarians are hosting research informational sessions with classes using Zoom.
  - Library is updating online research guides for each subject/course to include quick access to subject-specific ebooks, ebook collections, and other online resources.
  - Library has set up a ’Zoom Room’ for instructor and student use.
  - Library was awarded a CARES grant from the Texas State Libraries and Archives Commission to implement services and technology made more necessary by COVID-19.
  - Continuing to plan virtual game nights for spring semester.

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- Libraries Continued:
  - Hosting virtual professional development sessions to kickstart the semester
  - Developing virtual library orientation
- Athletics:
  - Adjusting seasons based on NJCAA guidelines.
  - Game schedules have been condensed to the spring except for rodeo.
  - Post-season format determined.
  - Based on NJCAA guidelines, blanket waivers for all student-athletes this year for any competition they complete during the 2020-21 academic year; Returning students are considered “non-counters” for Letter of Intent purposes.
  - Hired Head Women’s Basketball Coach.
- Advising:
  - Advisors are working on campus and rotating schedules as needed to accommodate social distancing guidelines. Making appointments for students to come to campus if issues cannot be handled virtually.
  - Continue to advise students face-to-face, via email, telephone and virtual modes. Processing schedule changes, adds/drops, etc. as needed. All safety protocols are being followed; protective shields placed in advisor offices.

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- Human Resources:
  - COVID-19 work accommodation plans in process.
  - As of August 24th, 11 requests have been received and approved. As of September 15th, 12 requests have been received and approved. As of November 12th, 8 requests for Spring 2021 accommodation have been received and approved.
  - Virtual New Employee Orientation was held on October 30th with 23 employees in attendance.
- Safety/Security:
  - Drive-through secondary assessments implemented across the district.
  - In concert with IT, thermal stations installed.
  - Sanitary stations included with thermal check-ins.
  - Triage system designed for notifications.
- Student Life/Services:
  - Hosted virtual games, mobile blood drive and special events
  - Provided outside activities as appropriate
  - FFA Camp is scheduled for June 22-25. Event will be in-person and students will be staying in the residence halls during camp. Great Western Dining will be providing their food.
  - **Lamb Camp and Goat Camp are both scheduled as in-person events. Lamb: July 30-August 1; Goat: August 5-7**

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- Residence Halls continued:
  - Turner Hall all students and items are out; Partee Hall some student items remain, sending out the last few items soon.
  - Summer dorm cleaning and sanitation has begun.
  - Staggered dorm move-in schedule developed for Big Spring campus; online registration process created and posted on website; students will begin moving in August 14 - September 13. Online paperwork completed prior to move in, 2 students/per hour/per dorm, only 2 individuals allowed with each student, all individuals screened prior to entering the dorm.
  - Move-in scheduled for August 14-16 for SWCD campus.
  - Quarantine plan developed for all dorms.
  - Arrangements made with Great Western Dining to manage health/safety guidelines in cafeteria.
  - Students are continuing to move into the residence halls. As of August 27th, 107 students are living on the Big Spring campus.
  - As of September 18th, staged move-in is complete and 174 students (79 in Turner, 86 in Partee) are living on the Big Spring campus, 29 students are living on the SWCD campus in single rooms.
  - 1 Assistant CRE and 1 CRE living in Turner Hall; 1 volunteer, 2 staff/faculty, and 4 coaches living in Partee Hall.
  - Great Western Dining is open for meals for those on campus.
  - Isolation rooms have been set up for students in residence halls, if needed.
  - Based on trial run of quarantine/isolation of students in SWCD cottages, instructional sheets regarding food delivery, trash disposal, contact information, etc. are being prepared for students in isolation.

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- Residence Halls continued:
  - Isolation rooms are stocked with sheets, pillows, blankets, toiletries, microwaves, and televisions.
  - Purchased and will utilize new software to conduct check-in process for residence halls in the Spring semester. Move-in will begin January 5th-14th for athletes and all other students January 15th-17th.
  - Residence halls will be closed during Winter Break to all students beginning November 25th and will re-open January 5th.
  - 98 students have checked out early on the Big Spring campus; 67 students remaining in the dorms.
  - All students have moved out of the residence halls and the cafeteria is now closed until January 10th.
  - Students have checked into the dorms utilizing the Acuity scheduling app and are following protocols from the fall semester.
  - Cafeteria opened January 10th.
  - Preparation for baseline testing of dorm students underway. Baseline testing completed for Big Spring and SWCD dorm students. All students who tested were negative.
  - Investigating app for dorm students to use for daily check-in/screening for COVID-19 symptoms. App has been purchased and will be implemented within the next two weeks. LiveSafe mobile health screening app is being used with dorm students to provide two-way communication regarding COVID-19. It allows Howard College to detect potential infections and prevent outbreaks while maintaining the privacy and security of dorm student health information.
  - Visitation has been limited in dorms and no off-campus visitors are allowed.
  - **Registration for dorm check-in on the Big Spring campus has been opened. Dorm check-in will be held August 19-21.**

COVID-19 RESPONSE STATUS #15

IDENTIFICATION OF SPECIALIZED PURCHASES

- **Laptops, cellular WiFi, other mobile computing devices, headsets, and other peripherals to support remote working and student access needs.**
- Additional software licensing to support increased demand for remote working and online instruction or best proctoring of tests.
- Expanding conferencing capability by increasing number of call-in ports as well as contracting for toll-free number for public meetings.
- Zoom meetings.
- Expanded GoToMeetings capacity for participants.
- Online virtual simulation for some programs.
- Neck gaiters/masks
- Food pantry purchases
- Disinfectant supplies
- Printer cartridges for remote workers
- Office supplies and postage for increased mail-outs
- IT consulting support
- Portable wall partitions

COVID-19 RESPONSE STATUS #15

IDENTIFICATION OF SPECIALIZED PURCHASES CONTINUED

- Infrared thermometers
- Additional masks
- PPE for Health Professions Programs
- Screening identification items
- Additional hand sanitation stations
- Thermal cameras to create screening stations
- COVID-19 sanitation/screening/social distance reminder signage for all campuses. Updated signage has been received and is being installed.
- **Air Purifier System**
- Zoom institutional license for virtual classes
- **Additional isolation room materials**
- Testing for residence halls
- Requested proposals from Howard County testing providers for residence hall testing; received two responses from Affordacare and Big Spring Urgent Care – using both / CARES funding can cover the cost.
- **Light boards for each campus to facilitate distance learning.**

COVID-19 RESPONSE STATUS #15

DECLARATION OF EMERGENCY BY PRESIDENT AND GOVERNOR HAVE RESULTED IN:

- College's ability to use Emergency Meetings provisions for Board meetings, as needed.
- Temporary lifting of restrictive guidelines for virtual meetings and participation as required in the Open Meetings Act.
- State's waiver of normal state bidding/procurement rules.
- Other rules may be waived with permission from Office of the Governor.
- Possibility of some reimbursement of extra costs via state or federal resources.
- Relaxing of some requirements from various accreditation and oversight bodies.
- Postponing Trustee Election (May 2, 2020) to November 3, 2020.
- Governor's Executive Order on masks / July 2, 2020.
- Tax hearings required to be offered in person.
- Legislative Process protocols have been determined by Legislature for upcoming session.
- Reviewing new administration's pandemic requirements and guidelines in relation to state and local guidelines.
- Governor's Executive Order / March 2, 2021, on masks and 100% capacity / Board action on March 11th to keep Open Howard College protocols in place for the spring semester.
- Governor's Executive Order/May 18, 2021, relating to prohibition of governmental entities and officials from mandating face coverings or restricting activities in response to the COVID-19 disaster/put into effect on May 20, using altered operations status authority.

COVID-19 RESPONSE STATUS #15

STAGE 1 ACTIONS

- Prior to Spring Break, district maintenance staff began increased efforts to clean and disinfect spaces, leaving the buildings ready for return. Purchasing efforts were made by maintenance staff to increase disinfectant supplies, etc. for all locations.
- March 12th, decisions were made regarding extending Spring Break for the students until March 23rd due to out-of-state students returning and area students having traveled. An online survey for students and employees to report travel or exposure concerns was prepared and posted on the website. Faculty and staff were asked to return on the 16th as planned to begin preparation for transition to a totally online, digital format by March 23rd and to prepare the campuses for student return when appropriate. The decision was made at that time to keep the Harold Davis Fitness Center open as well as Howard Cottage for childcare services, both located on the Big Spring campus. Campuses would remain open to the public. Athletic seasons would continue as planned.
- March 16th, President Trump initiated the 15-day effort. Action was taken to close the campuses, moving into an altered operations status until March 30th. Prior to leaving, employees were told to take what they needed to work from home. the Harold Davis Fitness Center was closed beginning on Tuesday, March 17th. Howard Cottage was kept open until Wednesday, March 18th to give parents time to make other arrangements.
- Wednesday, March 18th, began to formulate a strategic plan of action based on information shared by Chancellor Brenda Hellyer, San Jacinto Community College District, that they were implementing in the Houston area. Also conferred with Johnette McKown, President, McLennan College, concerning actions they were taking relative to telephonic meetings for the Board of Trustees.

COVID-19 RESPONSE STATUS #15

STAGE 1 ACTIONS CONTINUED

- On Thursday, March 19th, Governor Abbott took action to close schools, later clarified that included colleges, until April 3rd. He also moved Texas into a more restricted status. At that point extended the closure of campuses until April 3rd, transitioning to an altered operations status until that time.
- National Junior College Athletic Association (NJCAA) and National Intercollegiate Rodeo Association (NIRA) ended seasons for all sports. Worked with athletes as decisions were made relative to staying on campus or returning home. Monitoring national decisions relative to eligibility. Following face-to-face restrictions imposed by NJCAA until April 15th for all types of recruiting although virtual is allowed.
- Canceled activities going forward.
- Local, state and national meetings and conferences began to be canceled for the weeks ahead.
- Limited college travel to service area only.
- Have adjusted guidance to students regarding residence halls as the situation has evolved.
- Changed the drop date to April 24th.
- Expanded the four conference call lines to host 44 callers to be used for college and community meetings, classes, etc.
- Secured toll-free number to be used for public meetings with 500 caller capability.
- Cancelled March 23rd Regular Board of Trustees meeting and items will be considered by Board at later date.
- Expanded Go-To-Meeting capability to 250 participants.

COVID-19 RESPONSE STATUS #15

STAGE 1 ACTIONS CONTINUED

- FCI lock-down for 30 days resulting in no workforce training.
- GEO facilities making decisions relative to instructional operations.
- Due to self-report of employee exposed to a confirmed case of COVID-19, followed guidelines as if a confirmed case relative to impacted employees, closed San Angelo campus on March 26th for disinfecting processes on Monday, March 30th. Reported status to employees and media.
- On March 27th, seek Major Resolution Delegation for COVID-19 delegating additional authorities to President beyond existing authority to act in place of Board but to notify Board.

COVID-19 RESPONSE STATUS #15

COMPLETED/UPCOMING DECISIONS

- **Responding to national, state and local actions taken.**
- Transitional decisions needed as moving into Stage 2 - reported cases in service area.
- Items to be included on the Legislative Budget Board request for related expenditures to COVID-19 and estimated lost revenue for FY2020. First report April 9; next in May.
- Health Professions Pinnings and Commencement:
  - Pinnings week of May 4th
  - San Angelo Drive-Thru Graduation Celebration May 7
  - Big Spring/Lamesa/SWCD Drive-Thru Graduation Celebration May 8
  - Howard Cottage Graduation
- All campus events postponed and to be determined for final cancellation.
- Howard Cottage: consideration of re-opening for student parents and faculty serving in first responder roles /reopened.
- Time-frame to resume normal operations - as information is available /Semester end based on Governor's order
- Extension of registration for summer and fall. Fall registration opened April 28

COVID-19 RESPONSE STATUS #15

COMPLETED/UPCOMING DECISIONS

- Periodic needs to return to campus (for some employees).
- Registration schedules.
- Responses to students.
- Contractors delivering services, construction.
- Federal work-study students.
- Finalizing compensation plans /Altered operations working plan implemented.
- **Purchasing of resources to support students or operations during altered operations status.**
- Approach to 2021 budget and ongoing projects.
- 2022-2023 LAR submitted September 18th.
- Trustee election - May 2nd or move to general election on November 3rd, as allowed by Governor. Cancellation due to candidate withdrawal. Ben Zeichick appointed to the vacancy and sworn in on August 3, 2020.
- Instructional mode for Mini and Summer sessions.
- Tuition and fees refund or credit requests.
- Refund or credits request related to room and board.
- Consideration of Incompletes and/or Pass/Fail options being discussed at the state level.
- **Consideration of additional infrared thermal screening stations and air purifiers for campuses as needed. CARES funding will cover this cost.**

COVID-19 RESPONSE STATUS #15

COMPLETED/UPCOMING DECISIONS

- Responding to needs of students located in remote areas without robust internet.
- Completion of CTE course requirements deemed difficult to accomplish virtually.
- Completion of Health Professions program requirements in some fields if COVID-19 spreads in the service area.
- Focusing on cybersecurity as advancement of virtual, remote altered operations continues.
- Potential actions being taken at state level impacting budgets as economy being strained.
- Increasing simulation as needed.
- **Working with donors interested in providing support for students/employees struggling.** Received $250,000 from G.C. Broughton Foundation to cover tuition, fees, and books for 52 nursing students on the Big Spring campus.
- Determination of essential services positions required to be on-campus in the event "stay-at-home" measures are mandated /Select groups have been working on campus from the beginning of the stay-at-home actions. (LBB report requirement)
- Updating of Continuity Plan.
- Inventory of potential items that could be used for medical community if needed.
- Completion of state reports within extended deadlines following "stay-at-home" mandates.
- Adjusting budget due to reduced revenue if necessary. Community colleges were not affected by 5% reduction for FY21.
- Athletic seasons adjusted as needed based on NJCAA guidelines.
- Post-season format determined for Region V.
- Transition from Zoom classes to Face-to-Face for some courses on Big Spring campus.

COVID-19 RESPONSE STATUS #15

COMPLETED/UPCOMING DECISIONS

- Spring Break decision.
- Devising Open Howard College plan to align with Opening Up America Again and Open Texas efforts.
  - Howard College/SWCD masks designed and given to employees.
  - Slow, methodical, structured phasing of employees returning to sites with sensitivity to vulnerable populations and childcare/home-schooling impact.
  - May 11 target date.
  - Monitoring impact of Open Texas in area as we Open Howard College.
  - Incorporating best practices, following state guidelines for higher education.
  - Health Profession Faculty providing guidance.
  - August 9th target date for Phase IV.
  - **Updating Open Howard College plan as federal, state and local guidelines change and adjustments are needed.**
- **Consideration of Prison education programs and delivery are under discussion with prison leadership. Class delivery fluctuates based on exposure.**
- In discussion with prison leadership regarding federal funding based on state funding actions.
- **Daily decisions being made in regard to actions necessary for reported or determined exposures or confirmed cases.**
- Re-opening of rentable spaces under consideration and implementation in some cases.
- Testing for residence hall students being finalized utilizing CARES funding.
- Phasing approach for spring dorm move-in.

COVID-19 RESPONSE STATUS #15

COMPLETED/UPCOMING DECISIONS

- Planning events for pandemic format until Fall 2021 while awaiting final guidance on Fall 2021.
  - Graduation and awards convocations are being planned accordingly.
- WJCAC in discussion regarding proposals for spring season. Final decision will be made in January 2021. At this time, New Mexico colleges are not sure of their participation. WJCAC institutions have submitted game protocols for the upcoming basketball season that must be followed for visiting teams. New Mexico Junior College will not be participating in basketball. NMMI will travel first half of the season for games.
- Due to the fact that accounting guidelines have not been released at this time on the CARES Act, the auditors cannot complete the audit until a month after receipt. THECB has been contacted due to the deadline required for submission. We will submit drafts without that information so THECB can proceed with required reporting. Reports are being submitted.
- Seeking information on expected release of federal reporting guidelines for audit completion. Information received and audit in process of completion. Audit completed with federal reporting guidelines adherence assessed and future guidance provided.
- Additional federal funding has been released. Seeking guidance on usage of funds.
- Implementing method to gather names of employees interested in taking vaccinations in case of calls from local health authorities with surplus vaccines.
- Implementation of leave benefits application upon release from COVID isolation in the event of continuing health issues effective February 1st.
- Due to pandemic impact, Fall 2021 an employee is permitted to carry over 135 hours of vacation time. All accumulated and earned vacation must be used in the fiscal year following its accrual unless approved by the president.

COVID-19 RESPONSE STATUS #15

COMPLETED/UPCOMING DECISIONS

- Conducted voluntary survey of employees (214 responses) relative to vaccine prior to on-site vaccine clinic March 9th. Updated survey sent out 4-12-21; 207 responses with updated results below:
- Results:
  - 28.97%, 61.35% fully vaccinated (By April 6th; April 30th fully vaccinated will increase to 47.66%, 64.25%)
  - 18.69%, 2.90% 1st vaccine
  - 9.81%, 2.90% plan to get vaccinated
  - 22.9%, 15.94% still trying to determine if they will take it
  - 14.49%, 12.08% will not take it
  - 5.14%, 4.83% preferred not to respond
  - Pfizer vaccine clinic held on March 9th on Big Spring campus. There were 23 staff members, 25 community members and 56 students participating.
  - Second shot clinic will be held Tuesday, March 30, 2021; 1-4pm.
- **Planning on-campus clinics for campuses going forward as well as disseminating information about vaccines.**
- Pfizer vaccine clinic held on April 15th on San Angelo campus. There were 63 individuals participating.
  - Second shot clinic held May 6th from 1pm-3pm

Tough Times Don't Last...

Tough Community Colleges Do!

#hawksflytogether

HOWARD COLLEGE
MAKING DREAMS REAL

HOWARD COLLEGE – COVID-19 RESPONSE

OPEN HOWARD COLLEGE

Beginning in early 2020, the college began monitoring and sharing information concerning COVID-19 with the college community. During Spring Break 2020, the college activated its COVID-19 Response Team as concerns heightened about the spread of the virus across the country. Decisions were made to protect the health and safety of all as we delayed the break for another week and quickly transitioned to an online instructional format with a few exceptions. As the situation evolved and emergency status was enacted at the national, state and local levels, Howard College ~~has been following~~ followed Presidential, Governor and local authority Orders and guidance which ~~have~~ allowed ~~for~~ the college to operate during this time of emergency in an altered operations status. Multiple decisions ~~have been~~ were made as we worked through the spring semester and planned for the 2020 summer and fall semesters. To guide our journey, Howard College developed the ***Open Howard College Strategic Plan*** https://howardcollege.edu/wp-content/uploads/PDF/Consumer/COVID/Open%20Howard%20College%20Strategic%20Plan.pdf ~~and will~~ We ~~have~~ advanced through three phases of reopening as we planned for Phase IV which began on August 9. During the 20-21 academic year, we continued to use and update ~~its~~ resources as we moved forward and the situation evolved. As the 20-21 academic year progressed and various stages of reopening were being implemented based on COVID-19 penetration, we responded to national, state and local guidance, requirements and orders.

As we prepare for the 21-22 academic year and further stages of reopening and recovery, we will be following the guidance of various authorities and sources as shared below.
https://www.highered.texas.gov/misc/coronavirus-update-for-higher-education/

https://www.cdc.gov/coronavirus/2019-ncov/community/colleges-universities/considerations.html

https://www2.ed.gov/documents/coronavirus/reopening-3.pdf

https://www.acha.org/documents/resources/guidelines/ACHA_Considerations_for_Reopening_IHEs_for_Fall_2021_5.25.21.pdf

https://gov.texas.gov/news/post/governor-abbott-issues-executive-order-providing-clarity-and-uniformity-in-the-states-covid-19-response

https://gov.texas.gov/uploads/files/press/EO-GA-38_continued_response_to_the_COVID-19_disaster_IMAGE_07-29-2021.pdf

Last Updated: August 2, 2021/9:36 a.m.

Our plan is devised so that we can adapt as the situation changes. This document is the condensed version from the original version and is updated as needed. Please read it carefully. All individuals in the college community must do their part to make this work effectively. We will continue making decisions based on the guidance of authorities to do what is best for the health and safety of all. Thus, definitions and protocols will change accordingly. Significant penetration of COVID-19 in the area will be monitored and can result in tighter restrictions with the reverse action in areas of low penetration as allowed by state guidelines. Having learned that penetration and hospitalizations as a result of the virus can fluctuate resulting in different actions taken by authorities, we have implemented a color coded readiness status with corresponding protocols that reflect the COVID-19 progression to date (see attached). As situations change, we will provide the alert status.
We are ready for ***Making Dreams Real***! **ARE YOU READY? TIME TO FLY!!!**

DEFINITIONS

1. **Definitions**

Campus – all land and buildings owned, provided for or leased by Howard College as lessee.
Work center – a building or portion of a building
Single-person offices – offices where an individual can work alone
Employee – any person employed by or volunteering for Howard College, be it full time, part-time, or adjunct
Student – any current or prospective student with or without appointments for advising, testing, tutoring, etc.
Contract labor – non-Howard College employees who may be working on various projects on campus
Lessee – any organization renting space from the college
Public – members of the public ~~who are members of select organizations approved to be on campus~~, members of the Harold Davis Fitness Center, children and families associated with Howard Cottage, bookstore and dining services customers, attendees of events scheduled in campus buildings
Visitors – ~~pre-arranged~~ visits for recruiting or business purposes
Individual – employee, current/prospective student, contractor, lessee, public member or visitor
Central check-in point – screening stations in each campus building that will include a stationary thermal/sanitation location
Known close contact – https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html
Social/Physical distancing – https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html
Quarantining – https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html
Isolation – https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html

Vaccinations-

https://www.cdc.gov/coronavirus/2019-ncov/vaccines/keythingstoknow.html

Fully-vaccinated and unvaccinated guidance--

https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html

https://www.dshs.texas.gov/coronavirus/docs/opentx/2021/AllIndividuals.pdf

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Masks-- https://gov.texas.gov/coronavirus-executive-orders

https://www.dshs.texas.gov/coronavirus/docs/opentx/2021/AllIndividuals.pdf

https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html

INDIVIDUAL HEALTH

2. Individual Health Protocols/Foundation of *Open Howard College*

a. **Self-screen before coming to campus or leaving on-campus residence** for any of the following new or worsening signs or symptoms of possible COVID-19 in a way that is not normal for you/symptoms of COVID-19 may appear 2-14 days after exposure to the virus:

i. Cough
ii. Shortness of breath or difficulty breathing
iii. Chills
iv. Repeated shaking with chills
v. Muscle/body aches or pain
vi. Fatigue
vii. Headache
viii. Sore throat
ix. Loss of taste or smell
x. Diarrhea
xi. Nausea or vomiting
xii. Congestion or runny nose
xiii. Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit based on thermometer reading taken prior to coming to campus or leaving on-campus residence

b. **If employees, students, contractors, lessees, public members, or visitors have any of the above symptoms, do NOT come to campus.** In each campus community there are numbers to call to speak with professionals about concerns you might have relative to COVID-19 symptoms.

- Scenic Mountain Medical Group COVID-19 Hotline (432-267-5531/432-582-8030 after hours)
- Midland Memorial Call "68NURSE" (855-686-8773)
  DO NOT go to an Urgent Care Center or the hospital ER for treatment or testing (this statement is on the website)
- 844-6-SHANNON (844-674-2666)
  This number is available from 9 am to 5 pm, Monday through Friday. Individuals with questions regarding screening or testing for COVID-19 can call and get connected to a clinical provider who can answer questions and direct them to next steps. This line can also answer questions about other services at Shannon during this time.

c. Consistent with applicable law and privacy policies, **students and employees must report if they have symptoms of COVID-19, a positive test for COVID-19, or were exposed to someone with COVID-19/lab confirmed within the last 14 days**, in accordance with health information sharing regulations for COVID-19 and other applicable federal and state privacy and confidentiality laws, such as the Family Educational Rights and Privacy Act (FERPA).
https://www.hhs.gov/hipaa/for-professionals/special-topics/hipaa-covid19/index.html

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https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html
Please contact by phone or email your supervisor, student services lead (Big Spring, Dean of Student Services/Christi Mikeska; Lamesa, Campus Director/Monica Castro; San Angelo, Student Services Director/Mike Hemmeter; or SWCD, Campus Director of Student Services/Shannon Creswell) or specific campus contact if a contractor, lessee, public member or visitor. The supervisor, student services lead or campus contact will then inform Rhonda Kernick, HR Director (c-432.264.8846) and/or Fabian Serrano, Director Safety and Security (c-432.213.3787) by phone or email. These individuals will confer with the campus leaders and then the president for final actions.

d. **Individuals with new or worsening signs or symptoms listed above are assumed to have COVID-19 and *may NOT* return to campus until**:
   i. At least 24 hours have passed *since recovery* (resolution of fever without the use of fever-reducing medications);
   ii. The individual has improvement in symptoms (e.g., cough, shortness of breath); and
   iii. At least 10 days have passed *since symptoms first appeared*. For patients with severe illness, duration of isolation for up to 20 days after symptom onset may be warranted.
   https://www.cdc.gov/coronavirus/2019-ncov/hcp/clinical-guidance-management-patients.html

   or

   - the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis;

   or

   - the individual receives two separate confirmations at least 24 hours apart that they are free of COVID-19 via acute infection tests at an approved COVID-19 testing location found at https://tdem.texas.gov/covid-19/.

e. **Do NOT come to campus or leave campus housing if you have known close contact with a person with COVID-19/lab confirmed within the last 14 days.** CDC guidelines relative to quarantining under certain conditions will be followed. Based on current local health authority guidance that establishes quarantine options for their jurisdictions, the quarantine period can be adjusted. At this time, individuals with known close contact to a person who is lab-confirmed to have COVID-19 will not be allowed to return to campus until the end of the 14 day self-quarantine period from the last date of exposure (with an exception that can be granted for healthcare workers and critical infrastructure workers as well as those with cases of COVID-19 within the last three months and fully vaccinated people in certain situations).
https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html
https://www.dshs.texas.gov/coronavirus/docs/opentx/2021/AllIndividuals.pdf

Dependent upon the hospitalization rate which fluctuates in the local areas, county judges and health authorities may change guidance. Currently, individuals in the San Angelo/Tom Green County area ~~can access~~ are not required to obtain health department release information as noted at the following link.
https://www.cosatx.us/departments-services/health-services/coronavirus-covid-19/covid-19-release-from-quarantine-isolation-form If you live in another county with different health department guidance and do not have a release from a medical professional, please contact your campus contact listed in c. above for further instructions on obtaining the Howard College internal document.

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f. **Do NOT come to campus or leave campus housing if you have tested positive for COVID-**An individual diagnosed with COVID-19 with symptoms may return to campus after isolation when the three-step criteria are met in section d. above. For persons who never develop symptoms, isolation and other precautions can be discontinued after 10-days after the date of the first positive RT-PCR test for SARS-CoV-2 RNA. The individual must obtain a medical professional's note clearing the individual for return, the health department notice (when required) or the Howard College internal document. When it is being implemented in the San Angelo area which can fluctuate based on penetration, individuals in the San Angelo area can access health department release information at the following link. https://www.cosatx.us/departments-services/health-services/coronavirus-covid-19/covid-19-release-from-quarantine-isolation-form If you live in another county, you should receive a release from your medical professional, the health department if required or the Howard College internal document.

CAMPUS HEALTH

3. Campus Health Protocols

a. Howard College continually seeks guidance from the Texas Higher Education Coordinating Board regarding COVID-19 protocols and will continue to follow all executive orders issued by Texas Governor Greg Abbott.
https://gov.texas.gov/coronavirus-executive-orders

https://gov.texas.gov/news/post/governor-abbott-issues-executive-order-providing-clarity-and-uniformity-in-the-states-covid-19-response

https://gov.texas.gov/uploads/files/press/EO-GA-38_continued_response_to_the_COVID-19_disaster_IMAGE_07-29-2021.pdf

Based on Governor Abbott's Executive Orders currently in place, masks are not required for college employees, students and visitors on our campuses. However, based on the guidance for vaccinated and unvaccinated individuals, we encourage each individual to review CDC guidelines and Texas Department of State Health Services recommendations to make an informed decision regarding masking that best suits their personal situation. In some clinical, health and prison settings, masks can be required and college employees and students will follow the related guidelines.

Howard College will have a culture supportive of masking and vaccinations based on personal choices and will not inquire about vaccination status following state guidelines or health status regarding same. However, an occasional anonymous survey may be conducted to assess the vaccination status within the college district for planning purposes.
https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html
https://www.dshs.texas.gov/coronavirus/docs/opentx/2021/AllIndividuals.pdf
~~Face coverings over the face and mouth are required. Because social/physical distancing cannot be totally achieved due to changing dynamics in classrooms, campus meetings and other public spaces, masks are required. Due to unexpected encounters, individuals should wear masks in restrooms, break rooms, elevators, hallways and on stairwells.~~

The CDC and Texas Department of State Health Services are encouraging individuals to get vaccinated.
https://www.cdc.gov/coronavirus/2019-ncov/vaccines/index.html

https://www.dshs.texas.gov/coronavirus/docs/opentx/2021/AllIndividuals.pdf

Howard College will schedule on-campus vaccination clinics throughout the year for those wishing to be vaccinated and will be supportive of off-campus vaccination options. Employees and students experiencing side effects will be shown flexibility.

Since vaccinations are not required on campus and levels of vaccination status will vary in our service area communities, Howard College will have a mixed population of those vaccinated and unvaccinated. Individuals are encouraged to take that fact in consideration when making personal choices regarding masking and vaccinations. High COVID-19 transmission and hospitalizations could vary throughout the service area and could result in certain mitigation actions being taken based on the alert status. The college will follow the guidance of county authorities as warranted.

Efforts will be made to schedule classes, events, dining spaces and meetings in spaces large enough for social/physical distancing (six feet/two arm lengths) to be achieved as well as in outside spaces as appropriate. When this is not possible, unvaccinated individuals and those with compromised immune systems are encouraged to review masking guidelines. Efforts will be made to follow CDC guidelines as appropriate relative to larger gatherings in effect at the time of the planning and actual event.
https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/considerations-for-events-gatherings.html

Non-medical grade face coverings have been and will be provided by Howard College for all employees, students or visitors wishing to use them. Eye goggles will also be provided in certain lab situations. ~~The first pair will be provided.Clear face shields may be used by faculty for lecture purposes and employees/students for accommodation purposes. If social/physical distancing cannot be achieved, a mask should also be worn. The face covering requirement does not apply to the following:~~

~~i. When working alone in an office or isolated space,~~
~~ii. Behind a plexiglass barrier when distanced,~~
~~iii. Outside when distanced,~~
~~iv. In certain residence hall situations, as outlined in related residence hall information,~~
~~v. In certain athletic program situations, as outlined in related athletic documents,~~
~~vi. When consuming food or drink, or seated in a dining area to eat or drink,~~
~~vii. Any person younger than 10 years of age or according to child care center regulations,~~
~~viii. Any person with a medical condition or disability that prevents wearing a mask, and~~
~~ix. Giving a speech for a broadcast or to an audience~~.

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~~The college will follow the Governor's Order concerning face coverings https://gov.texas.gov/uploads/files/press/EO-GA-29-use-of-face-coverings-during-COVID-19-IMAGE-07-02-2020.pdf~~.

b. **After conducting the individual self-screening before coming to campus, individuals will be expected to secondary screen by checking in at the stationary thermal/sanitation stations located in multiple campus buildings.**
c. **Howard Cottage** will follow the CDC and state guidelines relative to childcare centers.
d. In the case of **Health Professions**, screening and face covering protocols will follow clinical and state guidelines for both students and clients. Face coverings will be provided by the college in these locations.
e. **Any individual showing signs of possible COVID-19 infection will be sent home or asked to leave campus to seek appropriate medical care.** A contractor or lessee with an affected employee will be asked to follow the same protocol in the section above that will be followed for college employees and students.
f. **Individuals should strive to maintain at least 6 feet separation** from other individuals not within the same household. If such distancing is not feasible, other measures such as **face covering for unvaccinated or immune-compromised individuals should be considered, increased airflow and ventilation, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.**
g. **Wash or disinfect hands upon entering campus and after any interaction** with employees, students, the public, or items in the work center.
h. **Limit the use of standard-size elevators** to four individuals at a time, each located at a different corner of the elevator, to avoid close contact. For individuals not wishing to ride an elevator, stairways may be used. As appropriate, individuals subject to the Americans with Disabilities Act may ride the elevator alone or accompanied by the individual's caregiver.
i. **Social/physical distancing practice of six feet in lines or spaces** should be followed as possible ~~according to state guidelines~~.
j. **Plexiglass barriers are used to maintain distance** and should be respected.
k. **Air purifiers are placed in high-traffic areas**.

EMPLOYEE WORK PATTERNS

4. Employee Work Patterns/Accommodations
~~https://howardcollege.edu/wp-content/uploads/PDF/Human%20Resources/COVID-19%20Work%20Patterns.pdf~~ Alert status link will be added here.
https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-covid19.html
https://forms.office.com/Pages/ResponsePage.aspx?id=na7K70fgWEOqjBx0FyhOsj3yh-iPzKZOli3ooUjQKl1UQlZDQTNYV1dYUUExQTlWQVk4SVcyMEMwOC4u

STUDENT SERVICES

5. Campus-Based Instructional, Bookstore, Residence Hall, Dining Services, Athletics and Fine Arts Protocols
~~https://howardcollege.edu/fall-2020/~~ An updated link will be added here for Fall 2021. Alert status link will be added here.

HOWARD COTTAGE

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6. **Howard Cottage/Big Spring Campus Protocols**
The college is following the Open Texas checklists for Child Care Centers.
https://open.texas.gov/uploads/files/organization/opentexas/OpenTexas-Checklist-Child-Care-Centers.pdf
https://open.texas.gov/uploads/files/organization/opentexas/OpenTexas-Checklist-Child-Care-Families.pdf
In the event of a confirmed case or exposure to a confirmed case, the Cottage will close for sanitation and contact tracing purposes as needed. Based on the findings relative to contact tracing, decisions will be made relative to extended closure in consultation with local health and licensing authorities. Parents will be notified.

HAROLD DAVIS FITNESS CENTER

7. **Harold Davis Fitness Center/Big Spring Campus Protocols**
The college is following the CDC guidelines related to gyms.
https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/gym-employers.html

If the Fitness Center needs to be closed for sanitation purposes, members will be notified.

PUBLIC EVENTS

8. **Public Event Protocols**
~~Limited~~ Public event, group meetings and camps ~~can begin~~ will follow~~ing~~ CDC, state and local guidelines. Interactions with the public will follow the respective protocols in the ***Open Texas*** strategic plan and checklists. https://open.texas.gov/

NOTIFICATIONS

9. **Notifications**
   a. As appropriate, faculty, staff, students, families and the public will be notified of campus and building closures, class and event cancellations, modified class schedules and any restrictions in place to limit COVID-19 exposure.
   b. In accordance with applicable federal, state and local laws and regulations, the college will notify local health officials, faculty, staff and students immediately of any case of COVID-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act (ADA), FERPA and other applicable laws and regulations. Due to the small numbers of individuals on our campuses, the campus community is reminded of the importance of privacy and the need to handle reported cases professionally. ~~Since there are a significant number of active cases in the communities of all campuses~~ Since COVID-19 is still active in our communities, it will be noted on the website that active cases exist and individuals should assume that and follow all protocols accordingly. The college has implemented a dashboard https://howardcollege.edu/covid-dashboard/ on its

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website. The information will be updated every Friday afternoon. Please read the definitions for clarification.
https://www.eeoc.gov/laws/guidance/pandemic-preparedness-workplace-and-americans-disabilities-act

c. When the college is made aware of a confirmed case, exposure to confirmed cases and potential exposure, the college will implement contact tracing on campus based on the best information it has and will inform individuals affected and sanitize appropriate locations. Thus, individuals are asked to be mindful of their contacts and places of occupancy while on campus. The college will inform those who have had close contact with a person diagnosed with COVID-19 to quarantine/stay home or in their living quarters, to consider testing or require it in some instances, self-monitor for symptoms, and follow CDC guidance if symptoms develop.

Any employee concerns should be directed to their supervisor and/or the Chief Human Resources Officer. Any student concerns should be directed to the campus student services officer.

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TO: HOWARD COUNTY TAX UNITS

FROM: RICHARD PETREE, INTERIM CHIEF APPRAISER

SUBJECT: VALUE CERTIFICATION AND INFORMATION

DATE: JULY 21, 2021

Attached is the certification for your tax unit for 2021. We still have quite a few protests pending and are working as rapidly as possible to finish all of them. The last ones are scheduled for August 17. State law requires certification of the roll by July 25 so that is the reason for this information to be delivered to you now.

Please note that the first line is value certified that is not in protest. The last line is the value remaining in protest. I believe that I am being conservative to recommend that you use 80% of that number to set your tax rate.

For those of you who have producing oil wells in your district, the value of oil fell this year due to state law requirements that we value those wells based on the price of oil during 2020. That price was much lower than today's price, so we expect a rebound of oil values in 2022. The oil values for both 2020 and 2021 can be found in the attached detail of the values.

I am providing 2021 detailed values as well as adjusted 2020 values for your information. If you need anything else, please contact our office.

HOWARD COUNTY APPRAISAL DISTRICT

Richard Petree, RPA/RTA/CCA
Interim Chief Appraiser

I, Richard Petree, Interim Chief Appraiser of Howard County do hereby swear and certify that the values listed below are true and correct as the taxable values of the tax unit listed below:

Howard College

Net Taxable Value Certifiable	5,548,287,276
New Value	32,444,078
Value of Property Remaining in Protest	233,776,844

(recommend adding 80% of protested value for TNT calculations)

Certified on this the 21st day of July, 2021

Richard Petree, Interim Chief Appraiser

(432) 263-8301 *www.howardcad.org* Fax (432) 263-8303
P.O. Drawer 1151---315 Main Street---Big Spring, Texas 79721-1151

052-HOWARD COLLEGE (2021) Count : 128,265

Market

Improvement	Count	Value
Homesite	12,295	1,299,579,890
Non Homesite	3,281	620,977,198
New Homesite	153	22,714,562
New Non Hs	102	12,860,021

Land	Count	Value
Homesite	11,367	93,618,325
Non Homesite	7,793	236,608,488
New Homesite	0	0
New Non Hs	0	0

Prod Mkt	Count	Value
Agricultural	2,853	465,962,325
Inventory	0	0
Timber	0	0

Other	Count	Value
Mineral	76,852	2,532,778,180
Personal	3,015	1,753,652,877
New Personal	0	0

Impr Market		Land Market		Prod Market		Other		Total Market
1,956,131,671	(+)	330,226,813	(+)	465,962,325	(+)	4,286,431,057	(=)	7,038,751,866

Loss

Hs Cap Loss	Count	Value
General	4,361	135,833,891

Productivity	Count	Prod Value	Prod Loss
Agricultural	2,853	26,810,734	439,151,591
Inventory	0	0	0
Timber	0	0	0

Cap Loss		Prod Loss		Total Loss
135,833,891	(+)	439,151,591	(=)	574,985,482

Deductions

Homestead	Count	Value
General	0	0
Frozen	0	0
Local	0	0
Local Frozen	0	0
Local %	6,508	159,066,847
Local % Fzn	0	0

Over 65	Count	Value
General	0	0
Frozen	0	0
Local	2,147	25,200,150
Local Frozen	0	0

Disabled	Count	Value
General	0	0
Frozen	0	0
Local	0	0
Local Frozen	0	0

Assessed
6,463,766,384

Total Hs		Total Os		Total Dis	
159,066,847	(+)	25,200,150	(+)	0	

Disabled Veteran	Count	Value
General	376	3,680,288
Frozen	0	0
100% Homesite	132	21,275,369

Miscellaneous	Count	Value
Abatements	12	103,305,509
Polution Control	11	10,435,820
Freeport	0	0
Minimum Value	6,097	701,537
Other	0	0

Const Exempt	Count	Value
General	919	369,361,220
Prorated	6	229,087

Total Dis Vet		Total Other		Total Exempt		Total Deductions
24,955,657	(+)	114,442,866	(+)	369,590,307	(=)	693,255,827

Taxable / Tax

New Frozen Taxable		Taxable Frozen		Taxable Non Frozen		Total Taxable	
0	(+)	0	(+)	5,770,510,557	(=)	5,770,510,557	
						Taxable Loss	0
						2021 Rate Per $100	0.00216675
New Frozen Tax		Tax Frozen		Tax Non Frozen		Total Tax	
0.00	(+)	0.00	(+)	12,503,282.07	(=)	12,503,282.07	

Additional Totals

Miscellaneous	Count	Value
Subj to Hs	6,720	813,818,636
New Taxable	229	32,444,078
Legal Acres		13,896,950.729
Ag Acres		0.000
Inv Acres		0.000
Tmb Acres		0.000
Annexed	0	0
DeAnnexed	0	0

Natural Disaster	Value
Jan 1 Market	0
Jan 1 Txbl	0
Jan 1 Tax	0.00
Jan 1 Avg %	0.000
Disaster Market	0
Disaster Txbl	0
Disaster Tax	0.00
Disaster Avg %	0.000
Est Recognizable Txbl	0
Est Recognizable Tax	0.00

TIFF	TIFF #1	Value
Total Taxable	0	0
Total Tax		0.00
Origination Year		0
Taxable Base		0
Taxable Captured		0
Tax Captured		0.00

TIFF	TIFF #2	Value
Total Taxable	0	0
Total Tax		0.00
Origination Year		0
Taxable Base		0
Taxable Captured		0
Tax Captured		0.00

Chapter 313 Value Limitation	Value
I&S Taxable	5,770,510,557
M&O Taxable	5,770,510,557
VLA Cap Loss	0

Certifiable	Value
Market	6,804,975,022
% Protested	3.321%
Taxable	5,548,287,276
Tax	12,021,779.87

* Please contact Chief Appraiser to obtain estimated recognizable values of property under protest

052-HOWARD COLLEGE (2020) Count : 117,254

Market

Improvement	Count	Value
Homesite	12,251	1,063,080,444
Non Homesite	3,352	592,485,536
New Homesite	413	22,602,094
New Non Hs	62	4,664,886

Land	Count	Value
Homesite	11,350	93,476,922
Non Homesite	7,819	241,458,439
New Homesite	0	0
New Non Hs	0	0

Prod Mkt	Count	Value
Agricultural	2,818	459,585,588
Inventory	0	0
Timber	0	0

Other	Count	Value
Mineral	70,518	3,238,232,159
Personal	3,019	1,659,791,477
New Personal	0	0

Impr Market		Land Market		Prod Market		Other		Total Market
1,682,832,960	(+)	334,935,361	(+)	459,585,588	(+)	4,898,023,636	(=)	7,375,377,545

Loss

Hs Cap Loss	Count	Value
General	3,799	66,727,569

Productivity	Count	Prod Value	Prod Loss
Agricultural	2,818	26,488,708	433,096,880
Inventory	0	0	0
Timber	0	0	0

Cap Loss		Prod Loss		Total Loss
66,727,569	(+)	433,096,880	(=)	499,824,449

Deductions

Homestead	Count	Value
General	0	0
Frozen	0	0
Local	0	0
Local Frozen	0	0
Local %	6,622	151,492,164
Local % Fzn	0	0

Over 65	Count	Value
General	0	0
Frozen	0	0
Local	2,260	26,444,307
Local Frozen	0	0

Disabled	Count	Value
General	0	0
Frozen	0	0
Local	0	0
Local Frozen	0	0

Assessed
6,875,553,096

Total Hs		Total Os		Total Dis
151,492,164	(+)	26,444,307	(+)	0

Disabled Veteran	Count	Value
General	395	3,847,195
Frozen	0	0
100% Homesite	136	18,013,287

Miscellaneous	Count	Value
Abatements	12	108,567,277
Polution Control	10	8,619,424
Freeport	0	0
Minimum Value	4,562	523,655
Other	0	0

Const Exempt	Count	Value
General	906	307,015,444
Prorated	15	68,351

Total Dis Vet		Total Other		Total Exempt		Total Deductions
21,860,482	(+)	117,710,356	(+)	307,083,795	(=)	624,591,104

Taxable / Tax

New Frozen Taxable		Taxable Frozen		Taxable Non Frozen		Total Taxable
0	(+)	0	(+)	6,250,961,992	(=)	6,250,961,992

Taxable Loss
0

2020 Rate Per $100
0.00216675

New Frozen Tax		Tax Frozen		Tax Non Frozen		Total Tax
0.00	(+)	0.00	(+)	13,544,300.17	(=)	13,544,300.17

Additional Totals

Miscellaneous	Count	Value
Subj to Hs	6,858	773,247,834
New Taxable	461	25,620,931
Legal Acres		13,567,235.553
Ag Acres		0.000
Inv Acres		0.000
Tmb Acres		0.000
Annexed	0	0
DeAnnexed	0	0

Natural Disaster	Value
Jan 1 Market	0
Jan 1 Txbl	0
Jan 1 Tax	0.00
Jan 1 Avg %	0.000
Disaster Market	0
Disaster Txbl	0
Disaster Tax	0.00
Disaster Avg %	0.000
Est Recognizable Txbl	0
Est Recognizable Tax	0.00

TIFF	TIFF #1	Value
Total Taxable	0	0
Total Tax		0.00
Origination Year		0
Taxable Base		0
Taxable Captured		0
Tax Captured		0.00

TIFF	TIFF #2	Value
Total Taxable	0	0
Total Tax		0.00
Origination Year		0
Taxable Base		0
Taxable Captured		0
Tax Captured		0.00

Chapter 313 Value Limitation	Value
I&S Taxable	6,250,961,992
M&O Taxable	6,250,961,992
VLA Cap Loss	0

Certifiable	Value
Market	7,365,043,863
% Protested	0.140%
Taxable	6,246,544,243
Tax	13,534,728.01

* Please contact Chief Appraiser to obtain estimated recognizable values of property under protest

To the Board 8/31/20

COPY

AGREEMENT FOR THE ASSESSMENT AND COLLECTION OF TAXES

STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HOWARD :

This agreement entered into this 31st day of August, 2020, by and between Big Spring Independent School District (hereinafter referred to as BSISD), City of Big Spring (hereinafter referred to as City), Howard County Junior College District (hereinafter referred to as College), Forsan Independent School District (hereinafter referred to as FISD), Coahoma Independent School District (hereinafter referred to as CISD), and the County of Howard (hereinafter referred to as the County), all of Howard County, Texas.

WHEREAS BSISD, City, College, FISD, and CISD are Taxing Units (hereinafter sometimes referred to as Taxing Units) located within the "County" and

WHEREAS BSISD, City, College, FISD, and CISD are desirous of contracting with the County to provide all services necessary for the assessment and collection of property taxes for the Taxing Units; and

WHEREAS, the County is able and willing to perform said tax assessment and collection services and is desirous of contracting with the Taxing Units to provide said services.

NOW THEREFORE, the parties hereto agree as follows:

A.

The County, acting by and through its duly authorized officers, does hereby agree to perform all tax assessment and collection services pursuant to Chapters 26, 31, 32, 33, and 34 of the Property Tax Code for the Benefit of the Taxing Units for the term of this agreement save and except those functions which must be performed by each Taxing Units' governing body.

B.

1. The term of this agreement shall be for a period of two years, beginning on the __1st__ day of October, 2020__.

2. Any party to this agreement may terminate its interest in this agreement by giving at least 90 days written notice to the other parties.

3. Whenever notice of any kind is authorized or required to be made by one party or the other under the terms hereof, such notice shall be given by United States registered or certified mail, postage prepaid, return receipt requested and addressed to the other party as set out below, or to such other address as may hereafter be designated in writing:

COUNTY
County Judge
Howard County Courthouse
Big Spring, Texas 79720

BSISD
President
Big Spring Independent School District
Board of Trustees
Big Spring, Texas 79720

CITY
City Mayor
City of Big Spring

Big Spring, Texas 79720

COLLEGE
President
Howard County Junior College District
Board of Trustees
Big Spring, Texas 79720

FISD
President
Forsan Independent School District
Board of Trustees
Forsan, Texas 79733

CISD
President
Coahoma Independent School District
Board of Trustees
Coahoma, Texas 7951l

4. The County agrees to assume responsibility for the collection of all property taxes owing to each Taxing Unit, including:

a. Taxes assessed that have not become delinquent;
b. Delinquent Taxes;
c. Statutory penalty and interest associated with delinquent taxes.

County shall not accept payment of taxes for any single Tax Unit for any tax year unless County also proportionately collects taxes owed for that tax year to all Units for which County collects taxes. Provided, however notwithstanding the foregoing, if a taxpayer is unable to pay one time all delinquent taxes owed for a tax year to Taxing Units for which County collects taxes, County shall accept partial delinquent tax payments from that taxpayer and apportion such partial payment proportionately among all Taxing Units.

5. The County shall have the responsibility of promulgating and producing all notices, statements, and forms necessary for the provision of assessment and collection services.

6. The County shall have the responsibility of providing an attorney or attorneys for any and all legal representation that may become necessary for the effective collection of delinquent taxes owed to the Taxing Units. The County Tax Assessor-Collector and County Tax Assessor-Collector's deputies shall provide said attorney or attorneys with all records and assistance in a timely manner deemed necessary by said attorney(s) for collection of delinquent taxes. Each Taxing Unit shall pay its portion of the fees owed to such attorney, based upon the amount of delinquent taxes collected by the attorney for that Unit.

7. The County shall advise each Unit of all cases when investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

8. The Howard County Tax Assessor Collector shall annually calculate a tax rate for each Unit according to the provisions of Texas Property Tax Code Article 26.04. It is the intent and understanding of all parties to this contract that Texas Property Tax Code Article 26.04(c) confers a ministerial (clerical) duty upon the designated official, in this case, the Howard County Tax Assessor Collector that is, the Howard County Tax Assessor Collector shall calculate the tax rate without discretion, strictly in accordance with the instructions of each applicable Unit. It is the further intent and understanding of all parties to this contract that each respective Unit possesses the sole power to exercise its discretion under Section 26.04. Should injunctive relief be sought to stop the imposition of a particular year's tax plan, the Unit agrees to hold the county harmless for its action in preparing the Section 26.04 notice. Each Unit shall designate the office or employee who shall publish the tax rate and the other information required to be published by Article 26.04 of the Tax code.

9. Each year the County Tax Assessor Collector shall prepare a proposed budget for the operation of the County Tax Assessor Collector's office for the assessment and collection of taxes for the following fiscal year of the County (September 1 through August 31) and shall submit copies to each Taxing Unit before March 15. The Tax Assessor Collector shall include in the budget a list showing each proposed position, the proposed salary for the position, all the benefits proposed for the position, each proposed capital expenditure, and an estimate of the amount of the budget that will be allocated to each Taxing Unit.

10. a. The County commissioners shall hold a public hearing to consider the budget. The secretary of the County Commissioners shall deliver to the presiding officer of the governing body of each Taxing Unit for whom the County assesses and collects taxes, not later than the 10th day before the date of the hearing, a written notice of the date, time, and place fixed for the hearing. The County Commissioners shall complete their hearings, make any amendments to the proposed budget they desire, and finally approve a budget before June 15. If the governing body of any taxing entity objects to said budget, it shall adopt a resolution disapproving said budget and file the resolution with the secretary of the County Commissioner's prior to the County's final approval of same. Any new or amended budget shall also be subject to the foregoing approval procedure.

b. The County Commissioners may amend the approved budget at any time, but the secretary of the County Commissioners must deliver a written copy of a proposed amendment to the presiding officer of each governing body for whom the County assesses and collects taxes not later than the 30th day before the date County Commissioners act on it.

11. Each Taxing Unit for whom the County assesses and collects taxes, including Howard County, is allocated and will bear a portion of the Tax Assessor Collector's budget.

Fifty percent (50%) of the Tax Assessor collector's budget shall be allocated among the Taxing Units in the proportion that each Taxing Unit's total dollar amount of property taxes imposed in the county for the tax year in which the budget proposal is prepared, bears to the total dollar amount of property taxes imposed in the County by all Taxing Units for whom the County assesses and collects taxes for that year.

Fifty percent (50%) of the Tax Assessor Collector's budget shall be allocated among the Taxing Units in the proportion that the number of parcels in the County upon which each Taxing Unit imposes property taxes for the tax year in which the budget proposal is prepared, bears to the aggregate number of parcels in the County upon which all Taxing Units impose property taxes for the year.

In other words, fifty percent (50%) of the Tax Assessor Collector's budget shall be allocated on a tax dollar basis and fifty percent (50%) on a tax parcel basis.

12. a. Each Taxing Unit shall pay its allocation in twelve equal payments to be made at the end of each calendar month and first payment shall be made before November 1 of the year in which the budget takes effect. A payment is delinquent if not paid on the date it is due. A delinquent payment incurs a penalty of 5 percent (5%) of the amount of the payment and accrues interest at an annual rate of 10 percent (10%). If the budget is amended, any change in the amount of a Unit's allocation is apportioned among the payments remaining.

b. Payments shall be made to a depository designated by the County Commissioners.

13. Notwithstanding the foregoing allocation and payments, within sixty (60) days of the end of each contract year (the contract year is the period from October 1 through September 30) the County shall re-calculate costs for assessing and collecting taxes on the following basis and shall furnish a written copy of the re-calculation and the audit described below to each Tax Unit.

a. Each Taxing Unit for whom the County assesses and collects taxes, including Howard County, shall be allocated a portion of the amount of actual audited expenditures (based on an audit performed by an independent auditor who is a C.P.A.) to assess and collect taxes for the County's budget year ending just before the end of said contract year equal to the proportion that the total dollar amount of all property taxes, including penalty and interest, for all tax years actually collected during the contract year by the County for the Unit bears to the sum of the total dollar amount of all property taxes, including penalty and interest, for all tax years actually collected during the contract year by the County for all Taxing Units for whom the County assessed and collects taxes.

b. If any Tax Unit's portion of the expenditures, as determined under Paragraph 13A, is less than the payment already made by that Tax Unit pursuant to Paragraph 12 above, then the County shall refund the difference to that Tax Unit within ten (10) days of computing and allocation in Paragraph 12; if any Tax Units' portion of the expenditures, as determined under Paragraph 12a, is more than said payment, then that Tax Unit shall pay the difference to County within ten (10) days after that Tax Unit receives from County a written copy of said reallocation.

14. The County agrees to remit to each Tax Unit the tax monies collected between October 1 and February 15 by the County on behalf of the Unit within ten (10) working days of the day on which said taxes monies are collected.

Between February 16 and September 30 remittance shall be made within two (2) working days of the day on which said tax monies are collected. All tax monies collected by the County on behalf of the Unit shall be deposited on a daily basis in the County's interest bearing account as provided by the County's depository. To reduce collection fees cost, interest earned on said account will be paid to County and applied to the expenses of the Tax Assessor Collector's office. Reports of collections made in the months of October through January shall be on the twenty-fifth (25th) day of the month following the month that is the subject of the report. Reports of collections made in all other months are due on the fifteenth (15th) day of the month following the month that is the subject of the report, as required by Section 31.10(a) of the Property Tax Code. The County shall prepare and submit to each Unit an annual report made under oath accounting for all tax monies of each Unit collected or delinquent on property tax by each Unit during the preceding twelve (12) month period. Annual reports shall be due on the sixteenth (16th) day following the last day of each Unit's fiscal year, as required by Section 31.10(b) of the Property Tax Code.

15. County understands and agrees that Taxing Units are relying on the County's covenant herein to remit all tax monies to the Units on a timely basis and that the Tax Units would not enter into this contract without said covenants. If County fails to remit any tax monies to the Units within the time limits specified above, then County shall pay to the respective Unit as compensation and difference between the interest each Unit could have earned on said tax monies if said tax monies had been remitted to the invested by such Unit within the time limits specified above and any interest paid to such Unit pursuant to Paragraph 14 above.

The interest that such Unit could have earned shall be deemed to be the interest that the Unit could have earned on said tax monies at the highest rate of interest provided in such Unit's contract with its depository.

16. In addition to any other reports and records which county is herein required to furnish Units and any other notices County is required to prepare and mail, County shall furnish each respective Unit at the time shown on Exhibits A, the reports and prepare and mail the notices shown on Exhibit A which is attached hereto and incorporated by reference as if repeated verbatim.

17. At the request of any person, the County Tax Assessor Collector shall issue a tax certificate showing the amount of delinquent taxes, penalties, and interest due a Taxing Unit which is a party to this contract on a property according the Unit's current tax records. The collector shall charge a fee of $10.00 for each certificate issued. Provided, however, the collector shall be authorized to issue one combined certificate. Fees shall be retained by the County to help defray collection fees.

18. Bonds in the amount set by each Taxing Unit will be furnished by each representative Unit. Said bonds shall cover the County Tax Assessor Collector and all deputies and shall comply with the provision of 6.29 of the Texas Property Tax Code. The premium for each bond shall be budgeted and said by each entity to which the bond is payable. The County Tax Assessor Collector shall adopt and follow strict internal controls in carrying out the provisions of this contract.

19. The County Tax Assessor Collector shall prepare and mail annual tax statements by October 1 or as soon thereafter as practicable, but in any event no later than October 15.

20. Each party to this agreement shall appoint at least one elected or administrative official to serve on an unofficial "Tax Liaison Committee" which shall meet from time to time (approximately quarterly) to receive periodic reports from the Howard County Tax Assessor Collector and the delinquent tax attorney(s) and to relay the

information gained at such meetings to their respective governing bodies. All items regarding this contract requiring input from the Taxing Units shall be presented to this committee and then referred to each Taxing Unit's governing body for consideration.

21. The Units and the County all understand and agree that this agreement constitutes the entire agreement between the parties and shall not be amended or modified by written instrument signed by all parties.

Executed this _____ day of _____, 20____.

ACCEPTED:

COUNTY OF HOWARD

By:_____
County Judge

ACCEPTED:

BIG SPRING INDEPENDENT SCHOOL DISTRICT

By:_____
President of the Board of Trustees

ACCEPTED:

CITY OF BIG SPRING

By:_____
Mayor

ACCEPTED:

HOWARD COUNTY JUNIOR COLLEGE DISTRICT

By:_____
President of the Board of Trustees

ACCEPTED:

FORSAN INDEPENDENT SCHOOL DISTRICT

By:_____
President of the Board of Trustees

ACCEPTED:

COAHOMA INDEPENDENT SCHOOL DISTRICT

By:_____
President of the Board of Trustees

EXHIBIT "A"

JOINT TAX COLLECTION

CONTRACT INFORMATION

BIG SPRING INDEPENDENT SCHOOL DISTRICT
FORSAN INDEPENDENT SCHOOL DISTRICT
AND COAHOMA INDEPENDENT SCHOOL DISTRICT

REPORTS AND/OR CALCULATIONS AND PROCEDURES REQUIRED OF THE TAX COLLECTION OFFICE

Annual Report of Property Values

Report to State Comptroller Regarding Bank Franchise Tax Information

Calculation of Effective Tax Rate

Monthly Report to Governing Bodies:

- Current Collections per month beginning each September
- Delinquent Collections per month
- Total Collections per month
- Percentage of roll collected with comparative data for comparable prior year monthly dates

Annual Report to Governing Bodies:

- Cumulative tax collection data for the year shown on the monthly report

Monthly Report to Administration:

Year to date Recap reporting:

- Each year outstanding taxes are owing
- Original tax owing at beginning of year
- Adjustments
- Adjusted Tax
- Taxes paid
- Discounts
- Penalty and interest
- Costs
- Collections
- Uncollected Tax

Deposit information

Deposits should be made to either or both the General Fund (Local Maintenance) and/or interest and Sinking as required by law. Adequate deposit information should be supplied so that taxes can be properly credited to the records of each school district.

Other Reports and Procedures as may be required:

State and local requirements change periodically and these changes should be mutually accomplished between parties to the contract.

Report of Value Lost due to Freezes

Report for State Survey of Delinquent Property Taxes

Delinquent Tax Statement for all Tax Years Delinquent

Tax Assessor Collector shall present to each School Board on September 1 of each year, a printed, certified, current tax roll.

Immediately after June 30 of each year, the Tax Assessor Collector shall report to each School Board the amount of current taxes remaining unpaid and going to the delinquent tax roll. The Tax Assessor Collector shall update this report on August 31 of each year.

EXHIBIT "A"

JOINT TAX COLLECTION
HOWARD COUNTY JUNIOR COLLEGE DISTRICT

REPORTS, CALCULATIONS AND PROCEDURES REQUIRED OF THE TAX COLLECTION OFFICE

Monthly Reports:

Current collections each month
Delinquent collections each month
Collections of penalties, interest each month
Error listing each month
Adjustments to tax roll, including values affecting real and personal property
Supplemental adjustments (additions)

Quarterly Reports:

Outstanding delinquent taxes by year
Outstanding current taxes
Delinquent tax records in readable computer form, a minimum of four times a year or at the request of the College

Annual:

Cumulative tax collection data for the year as shown on the monthly report
Tax roll for each tax year prepared and submitted to the College within twenty (20) days or receiving notice of tax rate from College as provided in 26.09 of Texas Property Tax Code for approval, including taxpayer name, tax amount, appraisal value
Tax Code for approval, including taxpayer name, tax amount, appraised value
Calculation of effective tax rate as required by law
Delinquent tax statements for all tax years delinquent
Annual tax statements shall be prepared and mailed by October 1 each year but in any event no later than October 15
Other reports require by law or requested by Taxing Unit

EXHIBIT "A"

JOINT TAX COLLECTIONS

CITY OF BIG SPRING

REPORTS, CALCULATIONS AND PROCEDURES REQUIRED OF THE TAX COLLECTION OFFICE

Monthly Reports:

Current collections each month
Delinquent collections each month
Collections of penalties, interest each month
Error Listing each month
Adjustments to tax roll, including values affecting real and personal property
Supplemental adjustments (additions)

Quarterly Reports:

Outstanding delinquent taxes by year
Outstanding current taxes
Delinquent tax records in readable computer form, a minimum of four times a year at the request of the City

Daily:

Detail listing of collections on behalf of Taxing Unit, including account number, statement (receipt) number and amount of taxes paid

Annual:

Cumulative tax collections data for the year as shown on the monthly report
Tax roll each tax year prepared and submitted to City Council within twenty (20) days of receiving notice of tax rate from City as provided in 26.09 of Texas Property Tax Code for approval, including taxpayer name, tax amount, appraised value
Calculation of effective tax rate as required by law
Delinquent tax statements for all years delinquent
Annual tax statements shall be prepared and mailed by October 1 each year but in any event no later than October 15
Other reports required by law or requested by Taxing Unit

ORDER AUTHORIZING THE ISSUANCE OF

HOWARD COUNTY JUNIOR COLLEGE DISTRICT
CONSOLIDATED FUND REVENUE REFUNDING BONDS, SERIES 2021

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ORDER AUTHORIZING THE ISSUANCE OF HOWARD COUNTY JUNIOR COLLEGE DISTRICT CONSOLIDATED FUND REVENUE REFUNDING BONDS, SERIES 2021; ESTABLISHING SALE PARAMETERS; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS
HOWARD COUNTY JUNIOR COLLEGE DISTRICT

WHEREAS, the Board of Trustees (the "Board") of Howard County Junior College District (the "District" or "Issuer") has heretofore established a Financing System (hereinafter defined) for the issuance of obligations secured by a first lien on and pledge of the "Pledged Revenues" (hereinafter defined), which Financing System has been created to provide additional security to the credit markets and to provide the Board with greater financial flexibility with respect to funding improvements for the college and campuses of the District; and

WHEREAS, the District has previously issued, and there are presently outstanding, obligations of the District secured by and payable in whole or in part from tuition and general use fees charged by the District and other revenues of the District that constitute the Pledged Revenues (hereinafter defined); and

WHEREAS, the District now desires to refund all or part of the bonds described in **Schedule I** attached hereto, collectively, the "Eligible Refunded Obligations", and such Eligible Refunded Obligations that are designated by the Pricing Officer (hereinafter defined) to be refunded by the bonds authorized herein (the "Bonds") in the Pricing Certificate (hereinafter defined) are herein referred to as the "Refunded Obligations"; and

WHEREAS, the Eligible Refunded Obligations constitute all of the outstanding Parity Obligations (hereinafter defined) of the District, and consequently, if all of the Eligible Refunded Bonds are selected by the Pricing Officer as Refunded Obligations, the Bonds will be the only obligations of the District secured by and payable in whole or in part from the Pledged Revenues, but the District intends that the terms, conditions and provisions heretofore established as the Financing System will remain in use with respect to the Bonds; and, provided further, if less than all of the Eligible Refunded Bonds are selected as the Refunded Obligations, the Bonds shall be issued as Parity Obligations secured on a parity basis with respect to the pledge of the Pledged Revenues previously made with respect to the unselected bonds; and

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the District to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Board hereby finds and determines that it is a public purpose and in the best interests of the District to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to said Chapter 1207; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Order has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Order, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF HOWARD COUNTY JUNIOR COLLEGE DISTRICT:

Section 1. **RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS; DEFINED TERMS.** (a) The recitals set forth in the preambles hereof are incorporated herein and shall have the same force and effect as if set forth in this Order. Capitalized terms used but not defined in this part of this Order shall have the meanings set forth in **Exhibit A** hereto.

(b) The Bonds of District are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth for the public purpose of providing funds to refund all or a portion of the District's outstanding indebtedness payable in whole or in part from the Pledged Revenues (hereinafter defined), and to pay the costs incurred in connection with the issuance of the Bonds.

(c) Each bond issued pursuant to this Order shall be designated (unless otherwise provided in the Pricing Certificate): "HOWARD COUNTY JUNIOR COLLEGE DISTRICT CONSOLIDATED FUND REVENUE REFUNDING BOND, SERIES 2021," and initially there shall be issued, sold and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial Bond(s) being made payable to the initial purchaser or purchasers of the Bonds (collectively, the "Purchaser") as described herein), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner" or "Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption, if applicable, prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. **CONFIRMATION OF THE REVENUE FINANCING SYSTEM AND ISSUANCE OF PARITY OBLIGATIONS**. The Board has previously established the Howard County Junior College District Revenue Financing System (the "Financing System") for the purpose of providing a financing structure for revenue supported indebtedness to provide funds to acquire, purchase, construct, improve, renovate, enlarge, equip, operate and/or maintain any property, buildings, structures, activities, operations, of any nature, for and on behalf of the junior colleges owned and operated by the District, under authority of the pertinent provisions of the Texas Education Code, including specifically, but not by way of limitation, the Acts (as hereinafter defined). The Board, through the adoption of this Order, confirms such establishment, a master program under which revenue supported indebtedness payable from Pledged Revenues can be incurred. Each series of obligations issued under the Financing System as Parity Obligations shall be designated as "Consolidated Fund Revenue Bonds Series" obligations.

Section 3. **DELEGATION TO PRICING OFFICER**. (a) As authorized by Section 1207.007, Texas Government Code, as amended, the President of the College and the Chief Financial Officer of the Issuer are each individually hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds (of which officers, the officer executing each Pricing Certificate shall be hereinafter referred to as, and shall for all purposes be, the "Pricing Officer"), determining which of the Eligible Refunded Obligations shall be refunded and carrying out the other procedures specified in this Order, including, determining whether the Bonds shall be issued in one or more series or subseries, the date or dates of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature (with respect to the Current Interest Bonds) or the amount due at maturity (with respect to the Capital Appreciation Bonds) in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms, if any, upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, whether the Bonds of any series shall be issued on a tax-exempt basis or on a taxable basis, whether the Bonds of any series shall be designated as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, approving modifications or additions to the Rule 15c2-12 continuing disclosure undertaking, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption dates for and effecting the redemption of the Refunded Obligations, determining any amounts to be contributed to the refunding by the Issuer and/or procuring municipal bond insurance and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the applicable Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $2,215,000;

(ii) no Bond of any series (if multiple series are issued) shall mature after October 1, 2029;

(iii) the true interest cost for any series of Bonds shall not exceed 2.75%; and

(iv) the refunding must produce debt service savings of at least 3.50% measured on a present value basis as a percentage of the principal amount of the Refunded Obligations, with such savings to be net of any Issuer contribution to the refunding.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the date that falls 180 days after the date of adoption of this Order. The Pricing Officer may determine to issue one or more series of Bonds and may exercise the authority granted herein on one or more dates to effectuate the issuance of multiple series of Bonds if multiple series are issued and, if multiple series are issued, each separate series may close on separate dates or on the same date, as determined by the Pricing Officer. The Bonds shall be sold at such prices, with and subject to such terms as set forth in one or more Pricing Certificates.

(c) The Bonds or one or more series may be issued as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, as set forth in the applicable Pricing Certificate. The Bonds of one or more series may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds of one or more series are sold by private placement, the applicable Pricing Certificate shall so state, and the applicable Pricing Certificate may make changes to this Order to effect such private placement of such Bonds, including the provisions hereof that pertain to the book-entry-only procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions hereof relating to the Rule 15c2-12 undertaking (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information).

(d) In the event any of the Bonds are issued as Capital Appreciation Bonds, the Pricing Certificate shall have attached thereto a schedule which sets forth the rounded original principal amounts at the Issuance Date for the Capital Appreciation Bonds and the Compounded Amounts thereof (per $5,000 payment at maturity), including the initial premium, if any, as of each date and commencing on the date set forth in such schedule.

(e) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Issuer, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Issuer, and the Pricing Officer is hereby authorized to cause all of the Refunded Obligations to be called for redemption on the respective date or dates consistent with the parameters set forth above, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority

granted by Section 1207.007(b), Texas Government Code, each Pricing Officer and the Chairman of the Board are each further authorized to enter into and execute on behalf of the Issuer with the escrow agent or deposit agent named therein, an escrow agreement or deposit agreement, as shall be approved by the Pricing Officer or the Chairman of the Board, which escrow agreement or deposit agreement will provide for the payment in full of the Refunded Obligations (the "Escrow Agreement"). In addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow or deposit fund described in the Escrow Agreement.

(f) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Board hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the applicable Pricing Certificate will be, the most advantageous reasonably available, and the Pricing Officer is hereby authorized to make and include a finding to that effect in the applicable Pricing Certificate.

Section 4. **CHARACTERISTICS OF THE BONDS**. (a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the designated office of the bank named in the Pricing Certificate as the paying agent/registrar for the Bonds (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth as **Exhibit B** of this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(b) Authentication. Except as provided in Section 4(e) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid

Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General of the State (the "Attorney General"), and registered by the Comptroller of Public Accounts of the State (the "Comptroller").

(c) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment 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 (which shall be 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 registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to

have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth as **Exhibit B** of this Order. The Bonds initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF BOND set forth as **Exhibit B** of this Order.

(f) Book-Entry-Only System. Unless the Bonds are sold by private placement, the Bonds issued in exchange for the Bonds initially issued to the Purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (g) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds 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 securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. 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 DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of

the registered owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Order. 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 Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Order shall refer to such new nominee of DTC.

(g) Successor Securities Depository; Transfers Outside Book-Entry-Only System. If the Bonds are subject to the DTC book-entry system, and in the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(i) Cancellation of Initial Bond(s). On the Issuance Date, one initial Bond representing the entire principal amount of the Current Interest Bonds and one initial Bond representing the entire maturity amount of the Capital Appreciation Bonds, payable in stated installments to the order of the Purchaser or its designee, executed by manual or facsimile signature of the Chairman and Vice Chairman of the Board, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. If the Bonds are sold subject to the book-entry system of DTC, then upon payment for the initial Bond(s), the Paying Agent/Registrar shall insert the Issuance Date on Bond No. TCAB-1, cancel each of the initial Bond(s) and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST

System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

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

Section 5. **FORM OF BONDS**. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller to be attached only to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially in the form provided in **Exhibit B**, with such appropriate variations, omissions or insertions as are permitted or required by this Order. The Form of Bond as it appears in **Exhibit B** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

Section 6. **RESERVED**.

Section 7. **PLEDGE**. (a) Pledge. The Bonds and all other Parity Obligations outstanding or issued from time to time shall be secured by and payable from a lien on the Pledged Revenues, and the Board hereby assigns and pledges the Pledged Revenues to the payment of the principal of, premium, if any, and interest on the Bonds, and the Pledged Revenues are further confirmed and pledged to the establishment and maintenance of any funds that may be provided to secure the repayment of Parity Obligations in accordance with the Series 2009 Order, the Series 2013 Order and this Order. In addition, the Board may additionally secure Parity Obligations with one or more Credit Agreements, subject to satisfying any condition contained in the Acts relating to the Issuer executing and delivering Credit Agreements. The Board agrees to pay the principal of, premium, if any, and the interest on the Bonds when due, whether by reason of maturity or redemption.

(b) Restriction on Issuance of Additional Debt Secured by a Prior Lien on the Pledged Revenues. While any Parity Obligations are outstanding, no additional bonds, notes, or other obligations may be issued or incurred by the Board that are secured by a lien on the Pledged Revenues that is senior to the lien that secures the Parity Obligations.

(c) Restriction on Use of Credit Agreements in Connection with the Bonds. The Issuer does not contemplate utilizing a Credit Agreement in connection with the issuance of the Bonds. Notwithstanding any other provision of this Order, if State law is changed to permit the Issuer to enter into a Credit Agreement or a Credit Facility in connection with the Bonds after the Issuance Date, the Board must specifically approve any such Credit Agreement or Credit Facility and any such Credit Agreement or Credit Facility must be submitted to the Attorney General of Texas (if submission is then required by law) for approval.

Section 8. **REVENUE FUND**. The Board hereby reconfirms the creation and establishment on its books of a separate account to be known as the "Howard County Junior College District Parity Obligations Revenue Fund" (herein called the "Revenue Fund"), which Fund was previously created and later confirmed by the Series 2009 Order and the Series 2013 Order. The Revenue Fund has been created and shall be for the benefit of the Parity Obligations. Pledged Revenues on deposit in the Revenue Fund shall be used to fund transfers to the funds and accounts established for the benefit of the holders of Parity Obligations.

Section 9. **DEBT SERVICE FUND**. For the sole purpose of paying the principal amount of, premium, if any, and interest on, and other payments (including, without limitation, payments to be made under or in respect to a Credit Agreement) incurred in connection with Parity Obligations, the Board hereby confirms the creation and establishment on its books, and accounted for separate and apart from all other funds of the Issuer, a separate fund designated as the Debt Service Fund, which Fund was previously created and later confirmed by the Series 2009 Order and the Series 2013 Order. Moneys in the Debt Service Fund shall be deposited and maintained in an official depository bank of the Issuer.

Section 10. **RESERVE FUND**. (a) The Issuer may create and establish a debt service reserve fund (each, a "Reserve Fund") pursuant to the provisions of any order or other instrument authorizing the issuance of Parity Obligations for the purpose of securing that particular issue or any specific group of issues or series of Parity Obligations, and the amounts once deposited or credited to said Reserve Fund shall no longer constitute Pledged Revenues and shall be held solely for the benefit of the owners of the particular Parity Obligations for which such Reserve Fund was established. Each Reserve Fund shall receive a pro rata amount of the Pledged Revenues after the requirements of the Debt Service Fund, which secures all Parity Obligations, have first been met. Each such Reserve Fund shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such Reserve Fund from any Reserve Funds created for the benefit of other Parity Obligations.

(b) Amounts on deposit in any Reserve Fund shall be used for the purpose of retiring the last of the Parity Obligations with respect to which it was created as they become due or paying principal of and interest on such Parity Obligations when and to the extent the amounts in the Debt Service Fund are insufficient for such purpose. Any order authorizing the issuance of Parity Obligations shall set forth an amount or method of calculating the amount to be maintained therein, which amount will be the Required Reserve Amount for such Reserve Fund. The Issuer may, at its option, withdraw and transfer to the Debt Service Fund all surplus in any Reserve Fund over the Required Reserve Amount.

(c) The Issuer may at any time deposit, supplement, replace or substitute a Credit Facility to fund any Reserve Fund or to replace, supplement or substitute a Credit Facility for cash or Eligible Investments on deposit in any Reserve Fund, or in substitution for or replacement of any existing Credit Facility, provided, that the Parity Obligations to which the Reserve Fund relates have the minimum credit rating level as may be required by the Acts. Upon such supplement, replacement or substitution, cash or Eligible Investments on deposit in any Reserve Fund that, taken together with the face amount of any existing Credit Facilities, are in excess of the Required Reserve Amount may be withdrawn by the Issuer at its option, and transferred to the Debt Service Fund; provided that the face amount of any Credit Facility may reduced at the option of the Issuer in lieu of such transfer.

(d) In the event there is a draw upon the Credit Facility, the Issuer shall reimburse the issuer of such Credit Facility for such draw, in accordance with the terms of any agreement pursuant to which the Credit Facility is used, from Pledged Revenues, however, such reimbursement from Pledged Revenues shall be subject to any requirements with respect to funding a Parity Obligation Reserve Fund and shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the then outstanding Parity Obligations.

(e) In connection with the issuance of the Bonds, the Board has determined not to establish a Reserve Fund to secure the Bonds.

Section 11. **RESERVED**.

Section 12. **FLOW OF FUNDS**. With respect to the Bonds, the Issuer shall make such deposits, commencing during the months and in the order of priority with respect to the Funds and Accounts that such applications are hereinafter set forth in this Section.

(a) Debt Service Fund – To the credit of the Debt Service Fund, in the following order of priority:

(1) such amounts, deposited in approximately equal monthly installments, commencing during the month immediately following the month in which the Bonds are delivered, or the month thereafter if delivery is made after the 15th day thereof, as will be sufficient, together with other amounts, if any, in the Debt Service Fund available for such purpose, to pay the interest scheduled to come due on the Bonds on the next succeeding interest payment date; and

(2) such amounts, deposited in approximately equal monthly installments, commencing during the month that shall be the later to occur of, (i) the twelfth month before the first maturity date of the Bonds, or (ii) the month in which the Bonds are delivered, or the month thereafter if delivery is made after the 15th day thereof, as will be sufficient, together with other amounts, if any, in the Debt Service Fund available for such purpose, to pay the principal scheduled to mature on the Bonds on the next succeeding principal payment date.

The foregoing notwithstanding, if at any time the Parity Obligations of the Issuer are payable solely on a semi-annual basis, deposits to the Debt Service Fund may be made on a semiannual basis on or before each April 1 and October 1, commencing on the April 1 or October 1 immediately following the date of delivery of any such Parity Obligations, which shall be sufficient, together with any other money then available in the Debt Service Fund for such purpose, to pay the principal of and interest on the Parity Obligations scheduled to come due on such interest or principal payment date. Promptly after the delivery of the Bonds, the Issuer shall cause to be deposited to the credit of the Debt Service Fund any accrued interest received from the sale and delivery of the Bonds.

(b) Reserve Fund. To the extent that any Reserve Fund is not funded at the date of issuance of the respective series or issue of Parity Obligations, to the credit of any Reserve Fund, such amounts, deposited in approximately equal monthly installments, commencing during the month in which the Bonds are delivered, or the month thereafter if delivery is made after the 15th day thereof, equal to not less than 1/36 of the Required Reserve Amount, until such time as such amounts together with other amounts, if any, in any Reserve Fund, equal the Required Reserve Amount. When and so long as the Reserve Fund Obligations in any Reserve Fund are not less than the Required Reserve Amount, no deposits need be made to the credit of any Reserve Fund. When and if any Reserve Fund at any time contains less than the Required Reserve Amount due to any cause or condition then, subject and subordinate to making the required deposits to the credit of the Debt Service Fund for the benefit of all outstanding Parity Obligations, commencing with the month during which such deficiency occurs, such deficiency shall be made up from the next available Pledged Revenues or from any other sources available for such purpose, in monthly installments of not less than 1/12 of the Required Reserve Amount. Reimbursements to the provider, if any, of a Credit Facility shall constitute the making up of a deficiency to the extent that such reimbursements result in the reinstatement, in whole or in part, as the case may be, of the amount of the Credit Facility.

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

Section 14. **INVESTMENTS**. Money in any Fund or Account established or reaffirmed pursuant to this Order may, at the option of the Issuer, be placed or invested in Eligible Investments consistent with the provisions of Section 16(h) of this Order. The value of any such Fund or Account shall be established by adding any money therein to the Value of Investment Securities. The value of each such Fund or Account shall be established no less frequently than annually during the last month of each Fiscal Year. Earnings derived from the investment of moneys on deposit in the various Funds and Accounts shall be credited to the Fund or Account from which moneys used to acquire such investment shall have come. The Value of Investment

Securities in any Reserve Fund, in addition to the annual determination described above, shall be established at the time or times withdrawals are made therefrom. Investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

Section 15. **STANDARDS OF OPERATION, RATE COVENANTS, PAYMENT OF MAINTENANCE COSTS**. (a) The Board covenants and agrees that, while any of the Bonds are outstanding and unpaid, the Issuer will continue its existence as a lawfully created junior college district of the State of Texas.

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

(c) The Board covenants, warrants, represents and agrees that, by appropriate official action of the Board, it will, from time to time, impose, fix and adjust such fees, rates and charges imposed upon students at and participating in, and upon other users of, the College, its facilities and programs, to the fullest extent permitted by the Acts or other applicable law, including, specifically, adjustments, if necessary, in the rate and amount of the Building Use Fee, the amounts constituting the Tuition Pledge, the Student Services Fee, the Lab Fee and the Other Fees (each if and to the extent permitted by law), and the charges for the use of the components of the Auxiliary Enterprise Fund System, at such levels as will produce, during each Fiscal Year of the Issuer, Pledged Revenues in an aggregate amount that is not less than 1.35 times the maximum Annual Debt Service Requirements of the outstanding Parity Obligations in the Fiscal Year in which such aggregate requirements are the greatest; provided that in the event that such coverage requirement is not sufficient in any Fiscal Year to meet current debt service requirements and to pay all obligations of the Issuer with respect to any Credit Facility that has been obtained for the benefit of any Reserve Fund, the Issuer shall, in addition, impose, fix and adjust such fees, rates and charges sufficient to meet its obligations with respect to such Credit Facility.

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

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

(a) Payment of Parity Obligations. On or before each payment date for Parity Obligations, the Issuer shall make available to the Paying Agent for such Parity Obligations or to such other party as required by this Order, money sufficient to pay the interest on, principal of, and premium, if any, on the Parity Obligations as will accrue or otherwise come due or mature, or be subject to mandatory redemption prior to maturity, on such date and the fees and expenses related to the Parity Obligations, including the fees and expenses of the Paying Agent and any Registrar, trustee, remarketing agent, tender agent, or Credit Provider.

(b) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order, in the order authorizing any other issue of Parity Obligations and in each and every Parity Obligation or evidence thereof.

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

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

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

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

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

(h) Investments and Security; Limitations on Derivatives. It will invest and secure money in all Accounts and Funds established pursuant to this Order in investments prescribed by State law for such Accounts and Funds, including, but not by way of limitation, by the Public Funds Investment Act of 1987, Chapter 2256, Texas Government Code, as amended, and that such investments are made in accordance with written policies adopted by the Board.

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

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

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

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

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

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

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

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

Section 18. **ISSUANCE OF ADDITIONAL OBLIGATIONS**. (a) Parity Obligations. The Board reserves and shall have the right and power to issue or incur Parity Obligations for any purpose authorized by law pursuant to the provisions of this Order. The Board may incur, assume, guarantee, or otherwise become liable in respect of any Parity Obligations if the Board shall have determined that it will have sufficient funds to meet the financial obligations of the Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System. In addition, the Board shall not issue or incur Parity Obligations unless (i) a Designated Financial Officer shall deliver to the Board a certificate stating that, to the best of his or her knowledge, the Issuer possesses the financial capability to satisfy the Annual Debt Service Requirements of the Financing System after taking into account the then proposed Parity Obligations, (ii) a Designated Financial Officer shall deliver to the Board a certificate stating that, to the best of his or her knowledge, the Board is in compliance with all covenants contained in any order adopted that authorizes the issuance of Parity Obligations and is not in default in the performance and observance of any of the terms, provisions, and conditions of any such order, and (iii) a Designated Financial Officer signs a written certificate to the effect that during either the next preceding Fiscal Year, or any twelve consecutive calendar month period ending not more than ninety days prior to the date of the then proposed Parity Obligations, the Pledged Revenues were at least equal to 1.35 times the maximum Annual Debt Service Requirements of the Parity Obligations to be outstanding after the issuance of the then proposed Parity Obligations in the Fiscal Year in which such aggregate requirements are the greatest. For purposes of this Section, if Parity Obligations are issued to refund less than all of the Parity Obligations then outstanding, the certificate required by clause (iii) above shall give effect to the issuance of the proposed refunding Parity Obligations (and shall not give effect to the Parity Obligations being refunded following their cancellation or provision being made for their payment).

(b) Non-Recourse Debt and Subordinated Debt. Non-Recourse Debt and Subordinated Debt may be incurred by the Board without limitation.

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

Section 19. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS**. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same series, principal amount, maturity, and interest rate, and in the same form, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

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

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

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

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

Section 20. **AMENDMENT OF ORDER**. The Issuer hereby reserves the right to amend this Order subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the Registered Owners, (v) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Order as shall not be materially inconsistent with

the provisions of this Order and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners of Bonds then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

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

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

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Order under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such

period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners the required amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

Section 21. **COVENANTS REGARDING TAX-EXEMPTION**. (a) Covenants. In the event any series of Bonds are issued as taxable obligations, as determined by the Pricing Officer in the applicable Pricing Certificate, this Section shall not apply to such series of Bonds. In the event any series of Bonds are issued as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation, as determined by the Pricing Officer in the applicable Pricing Certificate, the Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of such series of Bonds as tax-exempt obligations. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed 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 Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

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

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

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

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

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

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

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148 1(b) of the Treasury Regulations, and

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

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

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

(9) to pay to the United States of America at least once during each five-year period (beginning on the Issuance Date) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds 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.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein

are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Chairman of the Board and/or any Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Project. The Issuer covenants that the property constituting the project financed with the Refunded Obligations 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 Bonds. 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 Bonds. 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.

(e) Designation as Qualified Tax-Exempt Obligations. Subject to any statement to the contrary in the Pricing Certificate, the Issuer hereby designates the Bonds as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, conditioned upon the Purchaser certifying that the aggregate initial offering price of the Bonds to the public (excluding any accrued interest) is no greater than $10,000,000 (or such other amount permitted by such section 265 of the Code). Assuming such condition is met, in furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Bonds, will result in more than $10,000,000 (or such other amount permitted by such section 265 of the Code) of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year in which the Bonds are issued, by the Issuer (or any subordinate entities) will not exceed $10,000,000 (or such other amount permitted by such section 265 of the Code); and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 22. **ORDER TO CONSTITUTE A CONTRACT; EQUAL SECURITY**. In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Order shall be deemed to be and shall constitute a contract between the Issuer and the registered owners from time to time of the Bonds and the pledge made in this Order by the Board and the covenants and agreements set forth in this Order to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all registered owners, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Order.

Section 23. **INDIVIDUALS NOT LIABLE**. All covenants, stipulations, obligations, and agreements of the Board contained in this Order shall be deemed to be covenants, stipulations, obligations, and agreements of the Financing System and the Board to the full extent authorized or permitted by the Constitution and laws of the State of Texas. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the Board or agent or employee of the Issuer in the individual capacity thereof and neither the members of the Board nor any officer thereof shall be liable personally on Parity Obligations when issued, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 24. **SEVERABILITY OF INVALID PROVISIONS**. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

Section 25. **SPECIAL OBLIGATIONS**. All Parity Obligations and the premium, if any, and the interest thereon shall constitute special obligations of the Issuer payable from the Pledged Revenues, and the owners thereof shall never have the right to demand payment out of funds raised or to be raised by taxation, or from any source other than the source specified in this Order. The obligation of the Issuer to pay or cause to be paid the amounts payable under this Order out of the Pledged Revenues shall be absolute, irrevocable, complete, and unconditional, and the amount, manner, and time of payment of such amounts shall not be decreased, abated, rebated, setoff, reduced, abrogated, waived, diminished, or otherwise modified in any manner or to any extent whatsoever, regardless of any right of setoff, recoupment, or counterclaim that the Board might otherwise have against any owner or any other party and regardless of any contingency, *force majeure*, event, or cause whatsoever and notwithstanding any circumstance or occurrence that may arise or take place before, during, or after the issuance of Parity Obligations while any Parity Obligations are outstanding.

Section 26. **REMEDIES**. Upon the happening of any Event of Default, each registered owner may proceed against the Issuer for the purpose of protecting and enforcing the rights of the registered owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 27. **PAYMENT AND PERFORMANCE ON BUSINESS DAYS**. Except as provided to the contrary in the FORM OF BOND, whenever under the terms of this Order or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 28. **LIMITATION OF BENEFITS WITH RESPECT TO THE ORDER**. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Order or the Bonds is intended or should be construed to confer upon or give to any person other than the Board, the registered owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Order or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Order and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Board, the registered owners, and the Paying Agent/Registrar as herein and therein provided.

Section 29. **DEFEASANCE OF BONDS**. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due

and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Pledged Revenues, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 29(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 29(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

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

Section 30. **CUSTODY, APPROVAL AND REGISTRATION OF BONDS; ENGAGEMENT OF BOND COUNSEL AND BOND COUNSEL'S OPINION; INSURANCE LEGEND**. (a) The Chairman of the Board is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State of Texas. The Designated Financial Officer is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that (i) the Attorney General approve the Bonds as permitted by Chapter 1202, Texas Government Code, and (ii) the Comptroller of Public Accounts register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The preamble to this Order is hereby adopted and made a part of this Order for all purposes. If the Bonds are insured by a policy of municipal bond insurance, the Bonds may bear a legend concerning insurance as provided by the municipal bond insurance company.

(b) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the Issuance Date. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed, and such engagement shall conclude on the Issuance Date.

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

Section 31. **COMPLIANCE WITH RULE 15c2-12**. (a) If the Bonds are sold by public offering, and are subject to the Rule (as defined below), the following provisions shall apply, unless modified by the Pricing Officer in the Pricing Certificate:

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

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

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

"Rule" means SEC Rule 15c2 12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

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

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

(C) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

(D) All financial information, operating data, financial statements and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. 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 on the MSRB's Internet Web site or filed with the SEC.

(iii) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

(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 Bonds, or other material events affecting the tax status of the Bonds;
(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the Bonds, 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 of 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; and
(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 a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (a)(ii) of this Section by the time required by subsection (a)(ii).

(iv) Limitations, Disclaimers and Amendments. (A) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Order or applicable law that causes the Bonds no longer to be outstanding.

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

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

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

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

(b) If the Bonds are sold by private placement, the Pricing Officer may agree to provide for an undertaking in accordance with the Rule or may agree to provide other public information to the Purchaser as may be necessary for the sale of the Bonds on the most favorable terms to the Issuer.

Section 32. **FURTHER PROCEDURES**. The Chairman or Vice Chairman and Secretary of the Board and each Pricing Officer shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Letter of Representations with DTC regarding the Book-Entry-Only System, a Paying Agent/Registrar Agreement with the Paying Agent/Registrar, the Purchase Agreement between the Issuer and the Purchaser, if any, all forms and documents necessary to ensure the interest on the Bonds is exempt from federal income taxation, and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the Bonds. In addition, prior to the delivery of the Bonds, the Chairman or Vice Chairman and Secretary of the Board and each Pricing Officer are each hereby authorized and directed to approve any changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any ambiguity, formal defect or omission in this Order or such other document, or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry-Only System and to the extent permitted by law, the Letter of Representation is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. The Chairman and Secretary of the Board shall sign each Bond, including the Initial Bond(s), with their manual or facsimile signatures, and the official seal of the Issuer shall be duly impressed, or placed in facsimile, on each Bond. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, 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 33. **RULES OF CONSTRUCTION**. For all purposes of this Order, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Order. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Order to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Order is adopted by the Issuer and any future amendments thereto or successor provisions thereof. Any reference to the payment of principal in this Order shall be deemed to include the payment of mandatory sinking fund redemption payments. Any reference to "FORM OF BOND" shall refer to the form of the Bond set forth in **Exhibit B** to this Order.

Section 34. **PUBLIC NOTICE**. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the meeting at which this Order was adopted; that this Order

would be introduced and considered for adoption at said meeting; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 35. **SALE OF BONDS**. The Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 3 and pursuant to the terms and provisions of a bond purchase agreement, notice of sale and bidding instructions or private placement agreement (collectively, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the Purchaser of the Bonds shall be designated. The Bonds shall initially be registered in the name of the Purchaser thereof as set forth in the Pricing Certificate.

Section 36. **APPROVAL OF OFFICIAL STATEMENT.** The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve the distribution and delivery of a preliminary official statement and a final official statement relating to the Bonds to be used by the Purchaser in the marketing of the Bonds.

Section 37. **CONTINUED PERFECTION OF SECURITY INTEREST**. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Issuer under this Order, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the Pledged Revenues granted by the Issuer under this Order is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 38. **REDEMPTION OF REFUNDED OBLIGATIONS**. (a) Subject to execution and delivery of the Purchase Agreement with the Purchaser, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued the Notice of Redemption of the Refunded Obligations in substantially the form set forth in **Exhibit C** attached hereto to the paying agent for the Refunded Obligations. The Notice of Redemption of the Refunded Obligations as it appears in **Exhibit C** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Notice of Redemption of the Refunded Obligations to be reproduced as an exhibit to the Pricing Certificate.

(b) The paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption date.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded

Obligations will be payable from and secured solely from the Pledged Revenues pursuant to the order of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Bond Order"). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than $5,000 shall be considered to be registered in separate $5,000 denominations. The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and/or investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and/or investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from the Pledged Revenues as described in the Refunded Obligation Order, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, or pursuant to such other arrangement determined by the Pricing Officer in the Pricing Certificate.

Schedule I

SCHEDULE OF ELIGIBLE REFUNDED OBLIGATIONS

Howard County Junior College District Consolidated Fund Revenue Bonds, Series 2009

Exhibit A
DEFINITIONS

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

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

The term "*Acts*" means, collectively, Sections 130.123 and 130.125, Texas Education Code, as amended.

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

(1) *Committed Take Out*. If the Board has entered into a Credit Agreement constituting a binding commitment within normal commercial practice to discharge any of its Funded Debt at its Stated Maturity (or, if due on demand, at any date on which demand may be made) or to purchase any of its Funded Debt at any date on which such Debt is subject to required purchase, all under arrangements whereby the Board's obligation to repay the amounts advanced for such discharge or purchase constitutes Funded Debt, then the portion of the Funded Debt committed to be discharged or purchased shall be excluded from such calculation and the principal of and interest on the Funded Debt incurred for such discharging or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Stated Maturity or purchase date of the Funded Debt to be discharged or purchased, shall be added;

(2) *Balloon Debt*. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt due (or payable in respect of any required purchase of such Funded Debt by the Board) in any Fiscal Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Fiscal Year (such principal due in such Fiscal Year for such series or issue of Funded Debt being referred to herein as "Balloon Debt"), the amount of principal of such Balloon Debt taken into account during any Fiscal Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(3) *Consent Sinking Fund*. In the case of Balloon Debt (as defined in clause (2) above), if a Designated Financial Officer shall deliver to the Board an Officer's Certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such Officer's Certificate ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (3) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (3) shall not apply where the Board has elected to apply the rule set forth in clause (2) above;

(4) *Prepaid Debt*. Principal of and interest on Parity Obligations, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt;

(5) *Variable Rate*. As to any Parity Obligation that bears interest at a variable interest rate that cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the Board, either (1) an interest rate equal to the average rate borne by such Parity Obligations (or by comparable debt in the event that such Parity Obligations have not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, or (2) an interest rate equal to the 30-year Tax-Exempt Revenue Bond Index (as most recently published in The Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in The Bond Buyer, in which case an index of tax-exempt revenue bonds with maturities of at least 20 years that is published in a newspaper or journal with national circulation may be used for this purpose. If two series of Parity Obligations that bear interest at variable interest rates, or one or more maturities within a series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Parity Obligations taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Parity Obligations;

(6) *Guarantee*. In the case of any guarantee, as described in clause (2) of the definition of Debt, no obligation will be counted if the Board does not anticipate in its annual budget that it will make any payments on the guarantee. If, however, the Board is making payments on a guarantee or anticipates doing so in its annual budget, such obligation shall be treated as Parity Obligations and calculations of annual debt service requirements with respect to such guarantee shall be made assuming that the Board will make all additional payments due under the guaranteed obligation. If the entity whose

obligation is guaranteed cures all defaults and the Board no longer anticipates making payments under the guarantee, the guaranteed obligations shall not be included in the calculation of Annual Debt Service Requirements;

(7) *Commercial Paper*. With respect to any Parity Obligations issued in the form of commercial paper with maturities not exceeding 270 days, the interest on such Parity Obligations shall be calculated in the manner provided in clause (5) of this definition and the maturity schedule shall be calculated in the manner provided in clause (2) of this definition; and

(8) *Credit Agreement Payments*. If the Board has entered into a Credit Agreement in connection with an issue of Debt, payments due under the Credit Agreement (other than payments for fees and expenses), for either the Board or the Credit Provider, shall be included in such calculation, except to the extent that the payments are already taken into account under (1) through (7) above and any payments otherwise included above under (1) through (7) that are to be replaced by payments under a Credit Agreement, from either the Board or the Credit Provider, shall be excluded from such calculation.

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

The term "*Authorized Denomination*" shall have the meaning as ascribed to said term in this Order.

The term "*Authentication Certificate*" shall have the meaning as ascribed to said term in this Order.

The term "*Auxiliary Enterprise Fund System*" means the Bookstore System, the Dining System, the Housing System, and other auxiliary enterprises operated and maintained by the Issuer to the extent the income therefor is legally available for the payment of debt service on the Parity Obligations.

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

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

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

The term "*Bonds*" means, collectively, the Howard County Junior College District Consolidated Fund Revenue Refunding Bonds, Series 2021, authorized by this Order and all

substitute bonds exchanged therefor, and all other substitute and replacement bonds issued pursuant to this Order; and the term "Bond" means any of the Bonds.

The term *"Bookstore System"* means the bookstore or bookstores now or hereafter owned and/or operated by the Issuer, together with all extensions and improvements thereto and replacements thereof.

The term *"Building Use Fee"* means the gross collections of a general fee to be fixed, charged, and collected from all students (except any category of students now exempt from paying fees by Chapter 54, Texas Education Code, as amended) regularly enrolled in the College, for the use and availability of the College, in the manner and to the extent provided herein, as authorized by the Acts.

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

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

The term *"College"* means, collectively, all junior college educational facilities and campuses owned and/or operated from time to time by the Issuer and located within its lawful service area, as set forth in applicable laws of the State, including, specifically, Section 130.183, Texas Education Code, as amended.

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

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

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

The term "*Dated Date*" means the date of the Bonds as shown in the Form of Bond.

The term "*Debt*" means all:

(1) indebtedness incurred or assumed by the Board for borrowed money (including indebtedness arising under Credit Agreements) and all other financing obligations of the Board that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(2) all other indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations that is guaranteed, directly or indirectly, in any manner by the Board, or that is in effect guaranteed, directly or indirectly, by the Board through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(3) all indebtedness secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by the Board whether or not the Board has assumed or become liable for the payment thereof.

For the purpose of determining the "Debt" of the Board, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements prepared by or for the benefit of the Board in prior Fiscal Years.

The term "*Debt Service Fund*" means the Debt Service Fund previously established by the Board and subsequently confirmed in (i) the Series 2009 Order, (ii) the Series 2013 Order and (iii) this Order.

The term "*Designated Financial Officer*" means the President of the College or the Chief Financial Officer of the Issuer.

The term "*Designated Trust Office*" shall have the meaning ascribed to said term in this Order.

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

The term "*Eligible Investments*" means those investments authorized to be made under this Order.

The term "*Event of Default*" means each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds of a series when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer contained in this Order with respect to Bonds of a series, and the continuation thereof for a period of 30 days after notice of such default is given by any registered owner to the Issuer; or

(iii) the Issuer shall commence a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or any other case or proceeding to be adjudicated bankrupt or insolvent.

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

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

The term "*Funded Debt*" means all Parity Obligations that mature by their terms (in the absence of the exercise of any earlier right of demand), or are renewable at the option of the Board to a date, more than one year after the original creation, assumption, or guarantee of such Debt by the Board.

The term *"Gross Revenues"* when used with reference to the Auxiliary Enterprise Fund System, or any component facility or facilities thereof, means all of the revenues and income of every nature derived from the operation and ownership thereof.

The term "*Housing System*" means all present and future facilities owned and/or operated by the Issuer for the purpose of housing the married and/or unmarried students and/or faculty.

The term "*Issuance Date*" means the date of delivery of the Bonds to the Purchaser against payment therefor.

The term "*Issuer*" means the Howard County Junior College District.

The term "*Lab Fee*" means any fee imposed by the Issuer for the purpose of supporting the cost of lab materials and supplies, lab support and special class requirements.

The term "*Maturity*" means the date on which the principal of a Parity Obligation becomes due and payable as therein and herein provided, whether at Stated Maturity, by redemption, declaration of acceleration, or otherwise.

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

The term "*Officer's Certificate*" means a certificate executed by a Designated Financial Officer.

The term "*Other Fees*" means any and all rentals, rates, charges, and/or fees that are additional to the Tuition Pledge, the Building Use Fee, the Student Services Fee, the Lab Fee and the Gross Revenues of the Auxiliary Enterprise Fund System, that may be collected from students and others for the occupancy, use, and/or availability of all or any part of the Issuer's property, buildings, structures, activities, operations, or facilities of any nature or kind, that are authorized by the Acts, and that have heretofore been levied or assessed or that are hereafter imposed pursuant to the requirements of this Order.

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

The term "*outstanding*" when used with respect to Parity Obligations means, as of the date of determination, all Parity Obligations theretofore delivered under this Order, except:

(1) Parity Obligations theretofore canceled and delivered to the Board or delivered to the Paying Agent or the Registrar for cancellation;

(2) Parity Obligations deemed paid pursuant to the provisions of this Order or any order authorizing the issuance of Parity Obligations;

(3) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Order; and

(4) Parity Obligations under which the obligations of the Board have been released, discharged, or extinguished in accordance with the terms thereof; provided, however, that, unless the same is acquired for purposes of cancellation, Parity Obligations owned by the Board shall be deemed to be outstanding as though it was owned by any other owner.

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

The term "*Parity Obligations*" means all Debt of the Board that may be issued or assumed in accordance with the terms of this Order that is secured by a pledge of the Pledged Revenues. Upon the issuance of the Bonds, the Bonds, the unrefunded portion of the Series 2009 Bonds and the Series 2013 Bonds will constitute all of the Issuer's currently outstanding Parity Obligations.

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

The term "*Pledged Revenues*" means and includes (a) all receipts of the Tuition Pledge; (b) all receipts of the Building Use Fee; (c) all receipts of the Student Services Fee; (d) all receipts of the Lab Fee; (e) all receipts of the Other Fees; (f) the Gross Revenues of the Auxiliary Enterprise Fund System; (g) the earnings of the Issuer on all investments of the Issuer lawfully available for such purpose; (h) all money deposited in or credited to the Revenue Fund and the Debt Service Fund, and all interest and investment income therefrom whether or not on deposit therein; (i) with respect to a series or issue of Parity Obligations with respect to which a Reserve Fund is established, all money or Reserve Fund Obligations deposited in or to the credit of such Reserve Fund, and all interest and investment income therefrom, whether or not held therein; and (j) any additional revenues, income, receipts, or other resources, including without limitation, to the extent permitted by law and not required by the terms thereof to be designated to other purposes, any grants, donations, or income thereafter received from the United States of America or the State of Texas or from any other public or private source, whether pursuant to an agreement or otherwise, that hereafter may be pledged to the payment of the Bonds; provided, however, no funds appropriated by the State of Texas shall be pledged to the payment of Parity Obligations without the prior approval of the Coordinating Board, Texas College and University System, of the proposed project or projects to be financed with such Parity Obligations.

The term "*Purchaser*" shall have the meaning as ascribed to said term in this Order.

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

The term "*Record Date*" means, with respect to the Bonds, the fifteenth day of each month preceding an interest payment date.

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

The term "*Required Reserve Amount*" means an amount determined by the Board to be the Required Reserve Amount at the time of creation of a Reserve Fund with respect to a series or issue of Parity Obligations.

The term "*Reserve Fund*" means any debt service reserve fund established with respect to Parity Obligations pursuant to this Order.

The term "*Reserve Fund Obligations*" means cash, Eligible Investments, and any Credit Facility, or any combination of the foregoing that are deposited to a debt service reserve fund for a series or issue of Parity Obligations.

The term "*Revenue Fund*" means the Revenue Fund previously established by the Board and subsequently confirmed in (i) the Series 2009 Order, (ii) the Series 2013 Order and (iii) this Order.

The terms "*Revenue Financing System*" or "*Financing System*" means the "Howard County Junior College District Revenue Financing System," created by the Board herein for the benefit of the College that is owned and operated by the Issuer.

The term "*Series 2009 Bonds*" means the Howard County Junior College District Consolidated Fund Revenue Bonds, Series 2009.

The term "*Series 2009 Order*" means the order adopted by the Board on that authorized the issuance of the Series 2009 Bonds.

The term "*Series 2013 Bonds*" means the Howard County Junior College District Consolidated Fund Revenue Bonds, Series 2013.

The term "*Series 2013 Order*" means the order adopted by the Board on that authorized the issuance of the Series 2013 Bonds.

The term "*Stated Maturity*" when used with respect to any Debt or any installment of interest thereon means any date specified in the instrument evidencing or authorizing such Debt or such installment of interest as a fixed date on which the principal of such Debt or any installment thereof or the fixed date on which such installment of interest is due and payable.

The term "*Student Services Fee*" means the gross collections of a fee charged and collected from all students (except those now exempt by Chapter 54, Texas Education Code) enrolled at the College for the provision of student services, as permitted and established by law.

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

The term "*Term of Issue*" means with respect to any Balloon Debt, including, without limitation, commercial paper, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of

such Balloon Debt or the maximum maturity date in the case of commercial paper or (ii) twenty-five years.

The term "*Tuition Pledge*" means an amount equal to 25 percent of the tuition charges collected from each enrolled student for each semester or term, said amount being allocated from the tuition charges charged students at the College, as permitted and established by law.

The term "*Value of Investment Securities*" and words of like import means the amortized value thereof, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations that are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations made under this paragraph shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchase at par, means the purchase price of such security.

Exhibit B

FORM OF BOND

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

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS HOWARD COUNTY JUNIOR COLLEGE DISTRICT CONSOLIDATED FUND REVENUE REFUNDING BOND, SERIES 2021	PRINCIPAL AMOUNT $_____

INTEREST RATE	ISSUANCE DATE	MATURITY DATE	CUSIP NO.
_____%	_____, 2021	_____, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, HOWARD COUNTY JUNIOR COLLEGE DISTRICT (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, and to pay interest thereon from the [Issuance Date], on [October 1, 20__], and semiannually thereafter on each [April 1 and October 1] to the maturity date specified above, [or the date of redemption prior to maturity,] at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the [fifteenth day] of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due on this Bond shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

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

THIS BOND is dated as of _____, 2021, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE ISSUER'S OUTSTANDING REVENUE BONDS.

ON [OCTOBER 1, 20__], OR ON ANY DATE THEREAFTER, the Bonds may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

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

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Bond to be redeemed at its address as it appeared at the close of business on the day of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Order.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Order, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing

by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange of Bonds during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or, with respect to any Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

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

THE BONDS are issued pursuant to the Bond Order where under the Board, on behalf of the Issuer, covenants and makes a pledge of and lien upon the Pledged Revenues (defined in the Bond Order) in sufficient amount to pay interest on the Bonds as it becomes due, to provide for the payment of the principal of the Bonds when due, all as more specifically provided in the Bond Order. Reference is hereby made to the Bond Order for provisions with respect to the custody and application of the Issuer's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Registered Owners.

IT IS HEREBY CERTIFIED, RECITED, AND COVENANTED that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that the series of Bonds of which this Bond is one constitutes Parity Obligations under the Bond Order; and that the interest on and principal of this Bond, together with the other Bonds of this series are equally and ratably secured by and payable from a lien on and pledge of the Pledged Revenues on a parity with the currently outstanding Parity Obligations, if any. The Bond Order further provides that the Issuer may create a debt service reserve fund and fund it or provide for it to be funded in connection with the issuance of any Parity Obligations, and that such reserve shall secure only the

Parity Obligations for which it is designated to secure. The Issuer [has/has not] created a debt service reserve fund for the benefit of the Bonds.

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

THE REGISTERED OWNER HEREOF SHALL NEVER HAVE THE RIGHT to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Order.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each registered owner hereof and the Issuer.

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

(signature)	(signature)
Secretary, Board of Trustees	Chairman, Board of Trustees
Howard County Junior College District	Howard County Junior College District

(District Seal)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

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

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

Dated: _____,
_____,

Paying Agent/Registrar

_____

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

_____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(e) Insertions for the Initial Bond.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

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

(B) the first paragraph shall be deleted and the following will be inserted:

"HOWARD COUNTY JUNIOR COLLEGE DISTRICT (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the [October 1] in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rate
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the [Issuance Date] at the respective Interest Rates per annum specified above. Interest is payable on [October 1, 20__], and on each [April 1 and October 1] thereafter to the date of payment of the principal installment specified above, or the

date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

(C) The initial Bond shall be numbered "T-1."

Exhibit C

[**NOTICE OF DEFEASANCE AND REDEMPTION**

HOWARD COUNTY JUNIOR COLLEGE DISTRICT

NOTICE IS HEREBY GIVEN that the Howard County Junior College District (the "District") has called for early redemption the outstanding bonds of the District described as follows:

HOWARD COUNTY JUNIOR COLLEGE DISTRICT CONSOLIDATED FUND REVENUE BONDS, SERIES 2009 (the "Series 2009 Bonds"), maturing on October 1 in the years and in the amounts shown below. Such Series 2009 Bonds have been called for redemption on _____, 2021 (the "Redemption Date") at the redemption price of par and accrued interest to the Redemption Date (the "Redemption Price"):

Maturity Date	Principal Amount
2021	$ 190,000
2022	200,000
2023	210,000
2024	220,000
2025	230,000
2026	240,000
2027	250,000
2028	265,000
2029	275,000

aggregating $_____ in principal amount. On _____, 2021, funds were deposited with the paying agent/registrar for the Series 2009 Bonds in an amount sufficient to redeem the Series 2009 Bonds on the Redemption Date, and such Series 2009 Bonds shall be paid from amounts held in a trust account administered by the paying agent/registrar, until the Redemption Date, when the Redemption Price shall be paid upon presentation of the Series 2009 Bonds to the paying agent/registrar thereof.

Upon presentation of the Series 2009 Bonds at the paying agent/registrar on the Redemption Date, the holder thereof shall be entitled to receive the Redemption Price, and thereafter the Series 2009 Bonds shall no longer bear interest.

HOWARD COUNTY JUNIOR COLLEGE DISTRICT]