



Exhibit BBE

Board Member Confidentiality Agreement

1. Purpose

Board Members in their official capacities may receive access to confidential, privileged, or protected information in the course of fulfilling their fiduciary and governance duties. This Agreement establishes mandatory confidentiality obligations consistent with Federal and State law and College policy.

2. Confidential Information

“Confidential Information” includes any non-public information disclosed to or accessed by a Board Member in connection with Board service that is confidential, privileged, or otherwise protected from disclosure, including but not limited to:

- a) Information excepted from disclosure under the Texas Public Information Act, Texas Government Code Chapter 552;
- b) Student education records protected by FERPA;
- c) Personnel, employment, evaluation, or disciplinary information;
- d) Attorney-client privileged communications and attorney work product;
- e) Competitive, financial, strategic, security, infrastructure, or real estate information; and
- f) Any notes, summaries, analyses, memoranda, or derivative materials created by a Board Member that contain or reflect such information.

3. Confidentiality Obligations

Each Board Member shall:

- a) Maintain Confidential Information in strict confidence and not disclose it to any unauthorized person or entity except as authorized by the College or required by law.
- b) Use Confidential Information solely for purposes of carrying out official Board duties.
- c) Respect all confidentiality designations and treat information as confidential even if not expressly labeled.
- d) Maintain Confidential Information in a secure manner using reasonable safeguards.

4. Copies, Notes, and Derivative Materials

All copies and materials derived from Confidential Information are subject to this Agreement.

5. Disposal or Retention

Upon request by the College or upon termination of Board service, the Board Member shall return or securely dispose of Confidential Information unless retention is required by law.

6. Survival

These obligations survive the conclusion of Board service.

Acknowledgment

I acknowledge that I have received, read, and agree to comply with this Confidentiality Agreement.

Board Member Signature: _____

Name (Printed): _____

Date: _____