

**South Texas College**  
**Board of Trustees**  
**Finance, Audit, and Human Resources Committee**

**Ann Richards Administration Building A, Conference Room A 142**

**Pecan Campus, McAllen, Texas**

**Tuesday, August 8, 2023 @ 5:00 p.m.**

**Agenda**

“At anytime during the course of this meeting, the Board of Trustees may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the Board of Trustees under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at anytime during the course of this meeting, the Board of Trustees may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.”

- I. Approval of July 11, 2023 Finance, Audit, and Human Resources Committee Minutes..... 1-19
- II. Review and Recommend Action on Award of Student Insurance Proposals for Student / Faculty Medical Professional Liability Insurance, Voluntary Student Accident Insurance, Workforce Training Programs Student Accident Insurance, and Business, Public Safety & Technology Student Accident Insurance ..... 20-27
- III. Review and Recommend Action on Award of Insurance Proposals for Property / Inland Marine / Boiler & Machinery, Crime, School Leaders E&O, General Liability, Law Enforcement Liability, Automobile, Workers Compensation, Foreign Liability, and Cyber Liability Insurance..... 28-53
- IV. Discussion and Action as Necessary on Interlocal Agreement for Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for FY 2023 – 2024 ..... 54-76
- V. Review and Action as Necessary on Award of Proposals, Purchases, Renewals, and Interlocal Agreements ..... 77-123
  - A. Award of Proposal
    - 1) Books and Educational Materials – II (Award) – **Grant Funded**
    - 2) Collection Agency Services (Award)
    - 3) Office Supplies (Award)
  - B. Purchases and Renewals
    - a. Instructional Items
      - 4) Admission Assessment Exams (Purchase)
      - 5) Testing Materials (Purchase)

b. Technology Items

- 6) Banner Application Maintenance Agreement (Renewal)
- 7) Communication and Messaging Services Agreement (Renewal)
- 8) Data Hosting and Maintenance Agreement (Renewal)
- 9) Data Storage Hardware Maintenance Agreement (Renewal)
- 10) Email Backup Online License Subscription (Renewal)
- 11) Email Security Software License Agreement (Renewal)
- 12) Enterprise Antivirus, Maintenance, and Support Agreement (Renewal)
- 13) Enterprise Software Licenses and Maintenance Agreements (Renewal)
- 14) Internet Service Agreement – District Wide (Renewal)
- 15) Network Hardware and Software Maintenance Agreements (Renewal)
- 16) Oracle License Maintenance Agreement (Renewal)
- 17) Public Website Hosting Services Agreement (Renewal)
- 18) Server Hardware Maintenance and Support Agreement (Renewal)
- 19) Support Services Agreement (Renewal)
- 20) System Appliance Maintenance Agreement (Renewal)

C. Interlocal Agreements

- 21) Facility Usage Agreements (Lease/Rental)

|       |  |         |
|-------|--|---------|
| VI.   | Review and Recommend Action on Proposed Budget for FY 2023 – 2024 .....  | 124-135 |
| VII.  | Review and Discussion of South Texas College Proposed 2023 Tax Year Tax Rate .....   | 136-143 |
| VIII. | Review and Recommend Action To Recommend Record Vote and Schedule A Public Hearing Regarding Adoption of the Proposed Tax Rate that Exceeds the No-New-Revenue Tax Rate and/or the Voter-Approval Tax Rate ..... | 144-147 |
| IX.   | Discussion and Action as Necessary on Proposed Memorandum of Understanding between South Texas College and the South Texas College Foundation .....  | 148-154 |
| X.    | Review and Recommend Action on Proposed Revisions to Dual Credit Students Tuition and Fees Schedules for FY 2023 – 2024 .....  | 155-157 |
| XI.   | Update on The College’s Enterprise Resource Planning (ERP) System .....  | 158-159 |
| XII.  | Review and Recommend Acceptance of Internal Auditor’s Annual Statement of Organizational Independence .....  | 160-163 |
| XIII. | Review and Recommend Action on Internal Audit Charter .....  | 164-169 |
| XIV.  | Review and Recommend Action on Proposed Projects for Internal Auditor for FY 2023 – 2024 .....   | 170-173 |

- XV. Review and Recommend Action to Revise Local Policy CT - Intellectual Property..... 174-178
- XVI. Review and Recommend Action to Adopt New Business and Support Services and Personnel Policies and Retire Current Policies..... 179-231
  - A-1. Adopt CKE (Local) Insurance and Annuities Management: Workers' Compensation
  - A-2. Retire Current Policy #4344: Workers' Compensation
  - B-1. Adopt DBA (Local) Employment Requirements and Restrictions: Credentials and Records
  - B-2. Retire Current Policy #4151: Academic and Professional Credentials for Faculty
  - B-3. Retire Current Policy #4700: Maintenance of Personnel Records
  - B-4. Retire Current Policy #4701: Confidentiality of Personnel Payroll Information
  - B-5. Retire Current Policy #4702: Personal Status Change
  - B-6. Retire Current Policy #4711: Confidentiality of Records and Business Matters
  - C-1. Adopt DBB (Local) Employment Requirements and Restrictions: Medical Examinations and Communicable Diseases
  - C-2. Retire Current Policy #4400: Employees With or Who Have Been Exposed to Communicable Diseases
  - C-3. Retire Current Policy #4401: HIV/AIDS Workplace Guidelines
  - D-1. Adopt DEC (Local) Compensation and Benefits: Leaves and Absences
  - D-2. Retire Current Policy # 3820: Faculty Renewal and Development Leave
  - D-3. Retire Current Policy # 4230: Educational Activities Leave
  - D-4. Retire Current Policy # 4306: Vacation Leave Accrual
  - D-5. Retire Current Policy # 4308: Sick Leave
  - D-6. Retire Current Policy # 4309: Sick Leave Deduction for Faculty
  - D-7. Retire Current Policy # 4310: Sick Leave Pool
  - D-8. Retire Current Policy # 4311: Personal Leave
  - D-9. Retire Current Policy # 4312: Funeral Leave
  - D-10. Retire Current Policy # 4313: Family and Medical Leave
  - D-11. Retire Current Policy # 4314: Jury and Witness Duty
  - D-12. Retire Current Policy # 4316: Leave Without Pay
  - D-13. Retire Current Policy # 4318: Accommodations for Religious Observance
  - D-15. Retire Current Policy # 4511: Unauthorized Absence

**Policies Retired with No New Policy Adopted:**

- E-1 Retire Current Policy # 4305: Employee Leave, Spring Break, Semester Break and Holidays
- F-1 Retire Current Policy # 4317: Military Leave
- G-1. Retire Current Policy # 4319: Professional Leave
- H-1. Retire Current Policy # 4322: Donation of Sick Leave

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**Approval of July 11, 2023 Finance, Audit, and Human Resources Committee Minutes**

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of July 11, 2023, are presented for Committee approval.

**South Texas College  
Board of Trustees  
Finance, Audit, and Human Resources Committee  
Ann Richards Administration Building Conference Room A 1.42  
Pecan Campus, McAllen, Texas  
Tuesday, July 11, 2023 @ 5:00 p.m.**

**Minutes**

The Finance, Audit, and Human Resources Committee Meeting was held on Tuesday, July 11, 2023 in the Ann Richards Administration Building Conference Room A 1.42 at the Pecan Campus in McAllen, Texas. The meeting commenced at 5:11 p.m. with Mr. Rene Guajardo presiding.

Members present: Mr. Rene Guajardo, Dr. Alejo Salinas, Jr., and Mr. Paul R. Rodriguez

Other Trustees Present: Mrs. Dalinda Gonzalez-Alcantar

Members absent: None

Also present: Dr. Ricardo J. Solis, Mrs. Mary Elizondo, Mr. Matthew Hebbard, Dr. Rodney Rodriguez, Mrs. Rebecca Cavazos, Mr. George McCaleb, Dr. Zachary Suarez, Ms. Alicia Correa, Dr. Jesus Campos, Dr. Brett Millan, Mr. Serkan Celtek, Mr. Daniel Montez, Jr., Dr. Miguel De Los Santos, and Mr. Andrew Fish.

**Approval of June 12, 2023 Finance, Audit, and Human Resources Committee  
Minutes**

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Paul R. Rodriguez, the Minutes for the Finance, Audit, and Human Resources Committee Meeting of June 12, 2023, were approved as written. The motion carried.

**Discussion and Action as Necessary on Resolution #2023-009: Authorizing the  
Defeasance and Redemption of a Portion of the South Texas College District's  
Outstanding Limited Tax Bonds, and Approving an Escrow Agreement and All Other  
Instruments and Procedures Related Thereto**

Purpose and Justification – Administration requested the Committee recommend Board approval on Resolution #2023-009: Authorizing the Defeasance and Redemption of a Portion of the South Texas College District's Outstanding Limited Tax Bonds, and Approving an Escrow Agreement and All Other Instruments and Procedures Related Thereto.

Board action would be necessary on the Resolution previously prepared by Bond Counsel, Perez Law Firm, to authorize the defeasance and redemption of the South Texas College

Limited Tax Refunding Bonds, Taxable Series 2020, in a principal amount not to exceed \$8,645,000 using a portion of the cash balance available in the Interest and Sinking Fund.

Background - On June 27, 2023, the Board approved the use the Interest and Sinking Cash Fund Balance to cash defeases the South Texas College Limited Taxable Refunding Bonds, Series 2020 (LTR Bond 2020). The defeasement would reduce the payment of interest thereon, the District's aggregate debt service requirements, and the District's legal debt outstanding.

The discharge and defeasance of the Redeemed Bonds shall be effectuated pursuant to the terms and provisions of an escrow agreement with BOKF, NA Dallas, Texas.

The District shall deposit into the Escrow Fund the Escrow Deposit, to be known as the "South Texas College District 2023 cash Defeasance Escrow Fund", as soon as practicable after funds of the District become available for such purpose, but no later than December 31, 2023.

Chapter 1207, Texas Government Code, as amended, authorizes and empowers the District to deposit with a paying agent for any of the redeemed bonds, or a trust company or commercial bank that does not act as a depository for the District, from available funds from any source, an amount sufficient to provide for the payment or redemption of the Redeemed Bonds.

Reviewers – Estrada Hinojosa & Company staff, the Vice President for Finance and Administrative Services, and Business Office staff reviewed the information presented.

Enclosed Document – Resolution #2023-009 provided by Perez Law Firm, Bond Counsel, was included under separate cover for the Committee's review and information.

Staff from Estrada Hinojosa & Company and Perez Law Firm attended the Committee Meeting to address any questions.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Paul R. Rodriguez, the Committee recommended Board approval on Resolution #2023-009: Authorizing the Defeasance and Redemption of a Portion of the South Texas College District's Outstanding Limited Tax Bonds, and Approving an Escrow Agreement and All Other Instruments and Procedures Related Thereto as presented. The motion carried.

**Discussion and Action as Necessary on Interlocal Agreement for Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for FY 2023 - 2024**

Purpose and Justification – Administration proposed the Committee recommend Board approval of the Interlocal Agreement for Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for a one-year period of September 1, 2023 through August 31, 2024.

Background - The Interlocal Agreement for Transportation Services between STC and the LRGVDC for FY 2023 - 2024 is needed to provide transportation services to STC students. The Interlocal Agreement is intended to establish an intercampus bus route to serve all the College campuses. The bus routes will benefit students, faculty, and staff of South Texas College and thereby serve the goals of both organizations by facilitating access to the College and its educational programs and increasing the use of public transportation in the area.

Information regarding the FY 2023 – 2024 Transportation Services and Agreement are presented below.

### Ridership Count History

The table below reflects the ridership count history provided by the LRGVDC for the Purple Line, Green Lines and the College’s ridership count history for the Yellow Line for FY 2019, FY 2020, FY 2021, FY2022, and FY 2023:

| Ridership Routes                                | FY 18 - 19    | FY 19 – 20    | FY 20 - 21   | FY 21 - 22   | FY 22 - 23 <sup>1</sup> |
|---|---------------|---------------|--------------|--------------|-------------------------|
| Yellow Line <sup>4</sup>                        | 24,035        | 13,289        | 595          | 1,483        | 1,842                   |
| Park & Ride <sup>2</sup>                        | 20,870        | 18,070        | 0            | 0            | 0                       |
| Green Line <sup>4</sup> (Starr Campus to Pecan) | 13,925        | 7,379         | 831          | 2,114        | 1,862                   |
| Green Line <sup>4</sup> (Route 60-Roma)         | 6,180         | 4,278         | 90           | 1,376        | 1,980                   |
| Purple Line <sup>3</sup> (Mid Valley to NAH)    | 7,517         | 4,267         | 38           | 0            | 0                       |
| <b>Total</b>                                    | <b>72,527</b> | <b>47,283</b> | <b>1,554</b> | <b>4,973</b> | <b>5,684</b>            |

<sup>1</sup>FY 2023 Ridership as of May 2023

<sup>2</sup>Service ended March 2020 and did not resume after FY 2019 - 2020

<sup>3</sup>Cancelled October 2020

<sup>4</sup>Operating a reduced service beginning FY 2021

Below is a summary of the costs for the current Interlocal Agreement and two cost models.

|                                     | Current Agreement    | Cost Model 1         | Cost Model 2         |
|-------------------------------------|----------------------|----------------------|----------------------|
|                                     | Total Operating Cost | Total Operating Cost | Total Operating Cost |
| <b>Green Line – Route 60 - Roma</b> |                      |                      |                      |
| Total Cost                          | \$168,872            | \$182,381            | \$145,905            |
| Grant Reimbursement                 | 97,948               | 105,783              | 84,627               |
| Net STC Cost                        | \$70,924             | \$76,598             | \$61,278             |

| <b>Green Line – Rio Grande City</b>     |           |           |           |
|---|-----------|-----------|-----------|
| Total Cost                              | \$225,026 | \$243,028 | \$194,422 |
| Grant Reimbursement                     | 131,132   | 141,623   | 113,298   |
| Net STC Cost                            | \$93,894  | \$101,405 | \$81,124  |
| <b>Yellow Line – McAllen 3 Campuses</b> |           |           |           |
| Total Cost                              | \$240,500 | \$335,061 | \$335,061 |
| Grant Reimbursement                     | 133,119   | 185,195   | 185,195   |
| Net STC Cost                            | \$107,381 | \$149,866 | \$149,866 |
| <b>All Lines</b>                        |           |           |           |
| Total Cost                              | \$634,398 | \$760,470 | \$675,388 |
| Grant Reimbursement                     | 362,199   | 432,601   | 383,120   |
| Net STC Cost                            | \$272,199 | \$327,869 | \$292,268 |

**Alternate Cost Models for Fiscal Year 2023 – 2024**

Below are the two cost models for the Transportation Services for Fiscal Year 2023 - 2024:

Cost Model 1

- Transportations services will run the same as FY 2022 – 2023 by providing Yellow Line and Green Line service Monday – Friday.
- Net STC cost will increase by \$55,670 from FY 2022 – 2023.

Cost Model 2

- Reduce Green Line Route 60 (Roma) Service to Monday – Thursday, removing Friday
- Reduce Green Line 1 (Starr County Campus to Pecan Campus) Service to Monday – Thursday, removing Friday
- Continue the Interlocal Agreement with LRGVDC for the Yellow Line transportation routes, Monday – Friday.
- Net STC cost will increase by \$20,069 for FY 2022 – 2023.
- The total estimated STC net cost for the Green Line routes will decrease by \$35,601 when compared to the STC net cost on cost model 1.

Reliable alternate transportation services for students traveling from Rio Grande City or Roma to the Pecan Campus had not been identified.

Funding Source - Funds for this expenditure were budgeted in the Student Transportation Services budget for FY 2023 - 2024.

Reviewers – The Interlocal Agreement was reviewed by Tom Logan, Director of Valley Metro at the LRGVDC, Vice President for Finance and Administrative Services, Chief of Police for Department of Public Safety, Comptroller, Contract Manager, and the College’s Legal

Counsel. The FY 2023 - 2024 Interlocal Agreement was still pending final approval by the LRGVDC.

Enclosed Documents – A copy of the draft FY 2023 – 2024 Interlocal Agreement was provided in the packet for the Committee’s information and review.

Tom Logan from the LRGVDC, Mary Elizondo, Vice President for Finance and Administrative Services, Ruben Suarez, Chief of Police for the Department of Public Safety, and Alina O. Cantu, Public Safety and Transportation Services Manager, attended the Committee Meeting to address any questions.

At the July 11, 2023 Committee meeting, administration requested that the Committee take no action on this item to allow for further review and potential revision.

No action was taken.

**Review and Action as Necessary on Award of Proposals, Purchases, and Renewals**

Purpose and Justification – Administration requested the Committee recommend Board approval of the following award of proposals, purchases, and renewals.

The Director of Purchasing has reviewed each item, including the procurement procedures and evaluation of all responses, and recommends approval as follows:

The Committee questioned the following awards as proposed by administration, and excluded them from the formal recommendation for Board approval:

- 4) **Ground Maintenance (Award):** award the proposal for ground maintenance to **Brightview Landscape Services, Inc.** (Corpus Christi, TX) (New), for the period beginning July 26, 2023 through July 25, 2024 with two one-year options to renew, at an estimated grand total amount of \$676,673.61. The services are as follows:

| # | Services  | Amount        |              |
|---|---|---------------|--------------|
| 1 | Mowing, Tree Trimming, Shredding Services, and Irrigation Inspections | Estimated     | \$456,673.61 |
| 2 | Various Plants, Replacement Plants, and Landscaping as needed         | Not Exceeding | \$150,000.00 |
| 3 | Sprinkler System Repairs as needed                                    | Not Exceeding | \$70,000.00  |

- 6) **Purchase of Welding Equipment (Award):** award the proposal for the purchase of welding equipment from **Triple-S Steel Supply, LLC./ dba Alamo Iron Works** (San Antonio, TX), at a total amount of \$193,972.33;

- 7) **Virtual Reality Welding Training Simulator – II (Award) – Grant Funded:** award the proposal for a virtual reality welding training simulator - II to **Triple-S**

**Steel Supply, LLC./dba Alamo Iron Works** (San Antonio, TX), at a total amount of \$78,615.47;

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Committee recommend for Board approval the award of proposals, purchases, and renewals at a total cost of \$1,572,650.89 as listed below:

**A. Award of Proposals**

- 1) **Campus Dining and Food Truck Services – III (Award):** award the proposal for campus dining and food truck services – III for the period beginning August 1, 2023 through July 31, 2024 with two one-year options to renew, with 0% commission. The food truck vendor information and locations are as follows:

| <b>Food Truck Vendor</b>                                   | <b>Locations</b>                             |
|--|--|
| <b>Tacos Matamoros and More, LLC.</b><br>(Pharr, TX) (New) | Regional Center for Public Safety Excellence |
| <b>Tacos Matamoros and More, LLC.</b><br>(Pharr, TX) (New) | Starr County Campus                          |

- 2) **Childcare Services (Award) – Grant Funded:** award the proposal for childcare services for the period beginning September 1, 2023 through August 31, 2024, at an estimated total Carl Perkins grant amount of \$105,500.00. The forty-three (43) qualifying vendors are as follows:

| <b>Vendors (City, State)</b>                                     |  |  |
|--|--|--|
| <b>Blessings Learning Academy of Alamo, TX, Inc.</b> (Alamo, TX) | <b>iKids Academy</b> (Alamo, TX)   | <b>Kid’z First Child Care Center, Inc. #2</b> (Alton, TX)                    |
| <b>Garza’s Childcare and Development Center</b> (Donna, TX)      | <b>Little Braves Child Care</b> (Donna, TX) (New)                                | <b>Alma’s Daycare Center</b> (Edinburg, TX)                                  |
| <b>Genesis Learning Center</b> (Edinburg, TX)                    | <b>Imagination Station International Montessori Academy</b> (Edinburg, TX) (New) | <b>Next Generation Children’s Learning Center, LLC.</b> (Edinburg, TX) (New) |
| <b>The Appletree Daycare, Inc.</b> (Edinburg, TX) (New)          | <b>The Appletree Daycare, Inc. III</b> (Edinburg, TX) (New)                      | <b>The Learning Journey Day School</b> (Edinburg, TX)                        |
| <b>VIP Learning Center</b> (Edinburg, TX)                        | <b>Brackenridge Children’s Center, LLC.</b> (McAllen, TX)                        | <b>Bright Beginnings</b> (McAllen, TX)                                       |
| <b>Easter Seals Child Development</b> (McAllen, TX)              | <b>Little Shining Star Daycare, Inc.</b> (McAllen, TX)                           | <b>Loving Angels Child Development Center, LLC.</b> (McAllen, TX) (New)      |
| <b>Mommyland Bilingual Academy</b> (McAllen, TX)                 | <b>Tony’s Playhouse Discovery Center</b> (McAllen, TX)                           | <b>Victoria Ann Rios Registered Home</b> (McAllen, TX) (New)                 |
| <b>Bright Beginnings Learning Center</b> (Mission, TX)           | <b>Children’s Garden Daycare</b> (Mission, TX) (New)                             | <b>Frontier’s Little Academy</b> (Mission, TX) (New)                         |

| <b>Vendors (City, State)</b>  |  |   |
|---|--|---|
| <b>Kidz Crusade Academy, LLC.</b> (Mission, TX)                       | <b>Martha A. Garcia Registered Childcare</b> (Mission, TX)       | <b>Palmview Academy</b> (Mission, TX)                                   |
| <b>Ready, Set, and Learn Daycare</b> (Mission, TX)                    | <b>Fisher Kids Academy</b> (Palmview, TX)                        | <b>Lily’s Little Kids Daycare Center, Inc.</b> (Palmview, TX)           |
| <b>Campanitas Day Care</b> (Pharr, TX)                                | <b>Futuros Lideres Learning Center</b> (Pharr, TX)               | <b>Kids Academy Daycare</b> (Pharr, TX)                                 |
| <b>Kids Academy Daycare Center #2</b> (Pharr, TX)                     | <b>Kids on Duty II Daycare &amp; Learning Center</b> (Pharr, TX) | <b>Royal Education Center</b> (Pharr, TX)                               |
| <b>Kami’s Cuddling Center</b> (Rio Grande City, TX)                   | <b>Learning Zone</b> (Rio Grande City, TX)                       | <b>Learning Zone II</b> (Rio Grande City, TX)                           |
| <b>Little Stars Learning Center, LLC.</b> (Rio Grande City, TX) (New) | <b>The Appletree Daycare, Inc. II</b> (Sullivan City, TX) (New)  | <b>El Shaddai International Christian Day Care Center</b> (Weslaco, TX) |
| <b>The Honey Tree Learning Center</b> (Weslaco, TX) (New)             |  |   |

- 3) **General Purpose Printing (Award):** award the proposal for general purpose printing for the period beginning September 1, 2023 through August 31, 2024 with two one-year options to renew, at an estimated total amount of \$75,000.00,

| <b>Vendor (City/State)</b>   | <b>Vendor (City/State)</b>   |
|--|--|
| <b>Brand It</b> (McAllen, TX)                                      | <b>Capital Spectrum/dba Communications Specialist, Inc. (CSI)</b> , (Buda, TX) |
| <b>Copy Plus</b> (McAllen, TX)                                     | <b>CW Print Services, Inc.</b> (Austin, TX) (New)                              |
| <b>FedEx Office and Printing Services, Inc.</b> (Plano, TX)        | <b>Gateway Printing</b> (Edinburg, TX)   |
| <b>Huntington Sky Production, Ltd./dba Fastsigns</b> (McAllen, TX) | <b>NJ Color Graphics and Printing</b> (Mission, TX)                            |
| <b>San Antonio Printing</b> (McAllen, TX)                          | <b>Slate Group</b> (Lubbock, TX)   |
| <b>Sombrero Advertising &amp; Marketing</b> (McAllen, TX) (New)    | <b>UBEO, LLC./ dba Copy Zone</b> (McAllen, TX)                                 |

- 5) **Library Materials (Award):** award the proposal for library materials for the period beginning September 1, 2023 through August 31, 2024 with two one-year options to renew, at an estimated total amount of \$205,000.00. The vendors are as follows:

| <b>Vendor (City/State)</b>                                | <b>Vendor (City/State)</b>                                    |
|---|---|
| <b>Abdo Publishing</b> (Minneapolis, MN)                  | <b>Baker &amp; Taylor, LLC.</b> (Charlotte, NC)               |
| <b>Bound to Stay Bound Books, Inc.</b> (Jacksonville, IL) | <b>Central Programs, Inc./dba Gumdrop Books</b> (Bethany, MO) |
| <b>Ingram Library Services, LLC.</b> (La Vergne, TN)      | <b>Lektro, Inc./dba Escue &amp; Associates</b> (Robstown, TX) |
| <b>Midwest Tape, LLC.</b> (Holland, OH)                   | <b>ProQuest, LLC.</b> (Ann Arbor, MI)                         |

**B. Purchases and Renewals (B-a. Instructional Items)**

- 8) Classroom Instructional Podiums (Purchase) – Grant Funded:** purchase of classroom instructional podiums from **Computer Comforts, Inc.** (Kemah, TX), The Interlocal Purchasing System (TIPS) approved vendor, at a total amount of \$68,257.48;
- 9) Online Prep Study Guides and Questions (Purchase):** purchase online prep study guides and questions from **Elsevier, Inc.** (Houston, TX), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$270,000.00;

**B. Purchases and Renewals (B-b. Non-Instructional Items)**

- 10) Air Conditioning Filters and Installation (Purchase):** purchase air conditioning filters and installation from **Joe W. Fly Company, Inc.** (Dallas, TX/Harlingen, TX), a Texas Association of School Boards – Buyboard approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated annual total amount of \$107,759.10, which is based on prior year expenditures. The services are as follows:

| # | Equipment                  | Service       | Amount      | Annual Amount |
|---|----------------------------|---------------|-------------|---------------|
| 1 | Air Handlers               | Bi-Monthly    | \$15,743.20 | \$94,459.20   |
| 2 | Portable Building AC Units | Quarterly     | \$976.65    | \$3,906.60    |
| 3 | Variable Air Volume Boxes  | Semi-Annually | \$4,696.65  | \$9,393.30    |

- 11) Building Automation Control Equipment, Parts, and Equipment Maintenance (Purchase):** purchase building automation control equipment, parts, and maintenance from **Siemens Industry, Inc.** (Buffalo Grove, IL/La Feria, TX), a Sourcewell and The Interlocal Purchasing System (TIPS) purchasing cooperatives approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$95,000.00, which is based on prior year expenditures;
- 12) Chiller Chemicals and Maintenance (Purchase):** purchase chiller chemicals and maintenance from **Kurita America, Inc.** (Minneapolis, MN), a Choice Partners Cooperative approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$87,000.00, which is based on prior year expenditures;
- 13) Heating, Ventilation, and Air Conditioning (HVAC) Related Services (Purchase):** purchase heating, ventilation, and air conditioning (HVAC) related services from **Pro Tech Mechanical, Inc.** (Corpus Christi, TX), The Interlocal Purchasing System (TIPS) purchasing cooperative approved vendor, for the period beginning August 26, 2023 through August 25, 2024, at an estimated total amount of \$50,000.00, which is based on prior year expenditures;
- 14) Parts and Supplies (Purchase):** purchase parts and supplies from **W. W. Grainger, Inc. / dba Grainger** (Austin, TX/McAllen, TX), a State of Texas Multiple Award Schedule (TXMAS), E&I Cooperative Services, Sourcewell, and the Texas Association of School Boards – Buyboard approved vendor, for the period beginning

September 1, 2023 and August 31, 2024, at an estimated total amount of \$110,000.00, which is based on prior year expenditures;

**15) Software Training Services Agreements (Purchase) – Grant Funded (Partially):** purchase software training services agreements from **Optimum Consultancy Services** (Houston, TX), a Texas Department of Information Resources (DIR) approved vendor, for the period beginning May 30, 2023 through May 31, 2024, at an estimated total amount of \$65,027.58. The services are as follows:

| # | Department       | Training   | Period            | Amount      |
|---|------------------|--|-------------------|-------------|
| 1 | Library Services | Office 365, SharePoint, Power Apps (40 hours)    | 5/30/23 – 5/29/24 | \$39,993.22 |
| 2 | Library Services | Microsoft Professional (197 hours)               | 6/1/23 – 5/31/24  | \$8,120.45  |
| 3 | Academic Affairs | Power BI On-Site Training (3 days - 25 students) | August 2023       | \$16,913.91 |

**16) Commercial Card Services (Accounts Payable Card) (Renewal):** renew the commercial card services (accounts payable card) contract with **PNC Bank** (McAllen, TX), for the period beginning September 1, 2023 through August 31, 2024, at no charge to the College;

**17) Elevator Maintenance Agreement (Renewal):** renew the elevator maintenance agreement with **Otis Elevator Company** (Dallas, TX), a Texas Association of School Boards – Buyboard approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$100,000.00, which is based on prior year expenditures;

**B. Purchases and Renewals (B-c. Technology Items)**

**18) Computers, Laptops, and Tablets (Purchase):** purchase of computers, laptops, and tablets from the State of Texas Department of Information Resources (DIR) approved vendors **Dell Marketing, LP.** (Dallas, TX) at \$48,348.50 and **Apple, Inc.** (Dallas, TX) at \$1,164.00, at a total amount of \$49,512.50;

**19) Time and Attendance Software License, Maintenance, and Support Agreements (Renewal):** renew the time and attendance software license, maintenance, and support agreements with **Timeclock Plus, LLC.** (San Angelo, TX), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2026, at an estimated total amount of \$184,594.23. The annual payments are as follows: Year 1: \$54,715.49, Year 2: \$61,447.02, and Year 3: \$68,431.72;

The motion carried.

**Review and Recommend Action on Proposed FY 2023 - 2024 Committee Meeting Schedule**

Purpose and Justification – Administration requested that the Committee review the following proposed schedule and recommend amendment or approval as appropriate.

The Board of Trustees would be asked to review and take action on a calendar of Committee and Board Meetings for FY 2023 - 2024 at the July 25, 2023 Regular Board Meeting.

The proposed meeting schedule is as follows:

| <b><u>Weekday</u></b> | <b><u>Date</u></b> | <b><u>Meeting Time</u></b> |
|-----------------------|--------------------|----------------------------|
| Tuesday               | September 12, 2023 | 5:00 p.m.                  |
| Tuesday               | October 17, 2023   | 5:00 p.m.                  |
| Tuesday               | November 14, 2023  | 5:00 p.m.                  |
| Tuesday               | December 5, 2023   | 5:00 p.m.                  |
| Tuesday               | January 16, 2024   | 5:00 p.m.                  |
| Tuesday               | February 13, 2024  | 5:00 p.m.                  |
| Tuesday               | March 5, 2024      | 5:00 p.m.                  |
| Tuesday               | April 9, 2024      | 5:00 p.m.                  |
| Tuesday               | May 14, 2024       | 5:00 p.m.                  |
| Tuesday               | June 11, 2024      | 5:00 p.m.                  |
| Tuesday               | July 9, 2024       | 5:00 p.m.                  |
| Tuesday               | August 13, 2024    | 5:00 p.m.                  |
| Tuesday               | September 10, 2024 | 5:00 p.m.                  |

Finance, Audit, and Human Resources Committee Meetings are generally scheduled for the second Tuesday of each month, and are proposed for a starting time of 5:00 p.m. There may be some deviation based upon scheduling conflicts, and any adjustments will be communicated with as much early notification as practical.

The Committee meeting scheduled for October 2023 does not fall on the second Tuesday to accommodate the Association of Community College Trustees National Leadership Congress scheduled October 8 – 11, 2023.

The Committee meetings scheduled for December 2023 and January and March 2024 do not fall on the second Tuesday of their respective months to allow staff adequate time to prepare for Committee meetings around College closures for Winter Break and Spring Break.

A full calendar view of the proposed Committee and Board meeting schedule was provided in the packet for the Committee's information.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Committee recommended Board approval of the proposed Committee meeting schedule so that all Board members may enter the dates on their planning calendars. The motion carried.

**Discussion and Action as Necessary to Implement a Four-and-a-Half-Day Work Week Schedule for Fiscal Year 2024 and to Include a Summer Schedule Period of a 36-Hour Work Week**

Purpose and Justification – Administration requested the Committee recommend Board approval to implement a four-and-a-half-day work week schedule for Fiscal Year 2024 and to include a summer schedule period of a 36-hour work week. The four-and-a-half-day work week will be for the period of September 1, 2023 to May 12, 2024 and August 19, 2024 to August 31, 2024. The 36-hour work week will be for the period of May 13, 2024 to August 18, 2024.

The four-and-a-half-day work week schedule will consist of the following:

- Monday – Thursday 8:00 a.m. – 5:30 p.m. (Half hour Lunch)
- Monday – Thursday 7:30 a.m. – 5:00 p.m. (Half hour Lunch)
- Monday – Thursday 7:45 a.m. – 5:15 p.m. (Half hour Lunch)
- Monday – Thursday 8:00 a.m. – 6:00 p.m. (Full hour Lunch)
- Friday’s – 8:00 a.m. – 12:00 p.m. (applicable for all schedules above)

The 36-hour work week summer schedule will consist of the following:

- Full-time employees will work four (4) days (Monday – Thursday) for nine (9) hours each day, totaling 36 hours.  
⇒ Exceptions or flexible schedules may be applied for positions required to work on Friday.
- A 4-hour Leave Paid College Closed will be populated every week for the duration of the Summer period for non-exempt employees.

Exceptions outside these schedules would be made at the discretion and approval of the supervisor. Supervisors would ensure that administrative offices are open during regular business hours of 8:00 a.m. – 5:00 p.m. Monday – Thursday, or as otherwise required by specific departments and programs.

Background – The Board of Trustees approved a summer pilot program of a four-and-a-half-day work week Schedule in May 2022, The Board extended the pilot program after July 2022, to a four-and-a-half-day work week schedule beginning August 1, 2022, and continuing through fiscal year 2022 - 2023. In Summer 2023, a 36-hour work week was approved by the Board for a 13-week period.

A College-wide survey was done in April 2022 to gather employee feedback. The feedback received by employees was positive, including that employees favored an extended weekend and additional time with their families.

The four-and-a-half-day work week would be for the period of September 1, 2023 to May 12, 2024 and August 19, 2024 to August 31, 2024. The 36-hour work week would be for the period of May 13, 2024, to August 18, 2024.

Reviewers – The Four-and-a-Half-Day Work Week Schedule for Fiscal Year 2024 and to include a Summer Schedule Period of a 36-Hour Work Week has been reviewed by Administrative Staff, President’s Cabinet, and Legal Counsel.

Dr. Ricardo J. Solis, President, and Mary Elizondo, Vice President for Finance and Administrative Services attended the Committee Meeting to address questions.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Paul R. Rodriguez, the Committee recommended Board approval to implement a four-and-a-half-day work week schedule for Fiscal Year 2024 and to include a summer schedule period of a 36-hour work week. The four-and-a-half-day work week will be for the period of September 1, 2023 to May 12, 2024 and August 19, 2024 to August 31, 2024. The 36-hour work week will be for the period of May 13, 2024 to August 18, 2024. The motion carried.

**Discussion and Action as Necessary on Proposed Budget Amendment for FY 2022 - 2023**

Purpose and Justification – Administration requested the Committee to recommend Board approval of the proposed budget amendment for FY 2022 – 2023.

Background - The proposed budget amendment was necessary to fund and process a transfer from the Unrestricted Fund to the Plant Fund for the purpose of funding capital improvement projects.

As a result of the proposed budget amendment, the total budgeted revenues and expenditures/fund balance for the Unrestricted and Plant Fund for Fiscal Year 2022 – 2023 would increase as follows:

| <b>Fiscal Year 2022 - 2023</b>                                    |      |                |                    |                |
|---|------|----------------|--------------------|----------------|
| <b>Budgeted Revenues and Expenditures/Fund Balance Net Effect</b> |      |                |                    |                |
| Fund  | Exh. | Amended Budget | Proposed Amendment | Amended Budget |
| Unrestricted Fund   | A    | \$197,103,747  | \$3,000,000        | \$200,103,747  |
| Unexpended Plant Fund – Construction                              | B    | \$ 23,311,095  | -                  | \$ 23,311,095  |

The budget amendment details and presentation were provided in the packet for the Committee’s information and review.

The budget amendment was proposed as follows:

**Increase Unrestricted Fund Balance Carryover and Increase Unrestricted Fund Balance Transfer to Plant Fund**

A budget amendment was proposed to increase the Unrestricted Fund Balance Carryover Allocation revenue and the Transfer to the Unexpended Plant Fund – Construction by \$3,000,000 for the purpose of transferring funds from the Unrestricted Fund Balance to the Unexpended Plant Fund – Construction for capital improvement projects, as follows:

**Fiscal Year 2022 - 2023  
 Unrestricted Fund**

| Source  | Amended Budget | Proposed Amendment | Amended Budget |
|---|----------------|--------------------|----------------|
| Revenue<br>Carryover Allocations Unexpended<br>Plant Fund – Construction    | \$3,500,000    | \$3,000,000        | \$6,500,000    |
| Transfers & Reserves<br>Transfer to Unexpended Plant Fund –<br>Construction | \$3,500,000    | \$3,000,000        | \$6,500,000    |

**Fiscal Year 2022 - 2023  
 Summary of Proposed Transfers to Plant Funds**

| Fund                                    | Original Budget Transfer In/(Out) | Amendment Transfer In/(Out) | Amended Budget Total Transfer In/(Out) |
|---|-----------------------------------|-----------------------------|--|
| Unrestricted Fund                       | \$ (3,500,000)                    | \$ (3,000,000)              | \$ (6,500,000)                         |
| Unexpended Plant Fund -<br>Construction | \$ 3,500,000                      | \$ 3,000,000                | \$ 6,500,000                           |

Enclosed Documents - The budget amendment details and presentation were provided in the packet for the Committee’s information and review.

Mary Elizondo, Vice President for Finance and Administrative Services, presented the Proposed Budget Amendment for FY 2022 – 2023 for the Committee’s review and discussion.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Paul R. Rodriguez, the Committee recommended Board approval of the proposed budget amendment for FY 2022 – 2023, as presented. The motion carried.

## **Review and Discussion of Preliminary Summary of Unrestricted Projected Revenues and Expenditures for FY 2023 - 2024 with Comparison to FY 2022 – 2023 Amended Budget**

The packet included the Preliminary Summary of Unrestricted Projected Revenues and Expenditures for FY 2023 - 2024 with Comparison to the FY 2022 - 2023 amended budget for your information and review.

This was a preliminary plan for the next fiscal year that included the following assumptions:

### **Revenues:**

- State appropriations revenue is based on the preliminary state allocation schedule. The final amount the College receives for state appropriations is expected to change upon approval of the recommendation from the Texas Commission on Community College Funding (TxCCCF) by the 88<sup>th</sup> Texas Legislature. The TxCCCF recommends to change the current state formula funding model to an outcomes-based formula methodology. This change would impact the amount of funding the College receives from the State in the upcoming biennium.
- Tuition and Fees revenue for FY 2023 - 2024 is based on projected enrollment of 17,166 traditional students, a 4.7% decrease from Fall 2022, and 10,200 dual enrollment tuition free students for Fall 2023. The tuition revenue projection is also based on the simplified tuition rate (STR) approved by the Board on March 28, 2023. The simplified tuition rate incorporates In-District, Out-of-District Tuition, majority of the mandatory fees, Program Differential Tuition, and other selected fees into one rate per semester credit hour.
- M&O Property Tax revenue and Other Revenues for FY 2023 - 2024 are based on projections and trend analysis.
- The Higher Education Emergency Relief Fund (HEERF) Lost Revenue will be removed since the College had to use the HEERF III Institutional Portion allocated to the College by June 2023.
- Carryover Allocations (fund balance) are based on the needs of the College. The College proposes to fund initiatives from fund balance in order to support the goals and objectives for FY 2023 – 2024. The use of funds from fund balance will still allow the College to comply with the Unrestricted Fund Balance requirement since the College will exceed the minimum number of months in reserve threshold.

### **Expenditures, Transfers and Reserves:**

- The Salary and Benefits expenditure budgets for FY 2023 - 2024 reflect the Board approved changes recommended by the Texas Association of School Boards (TASB), and the Board approved new positions and adjustments.

The salary and benefits budget increase will require the use of fund balance. Of the total proposed budget allocated to the unrestricted fund salary and benefits budget for FY 2023 – 2024, \$3,133,419 will be funded by the revenue increases in the Fiscal Year 2023 - 2024 budget and \$4,647,077 will be funded by the fund balance. The use of the fund balance will be reassessed after the anticipated increase in state appropriations is received. The College will continue to maintain the required reserve of three (3) months of expenditures in the fund balance after this planned reduction.

Additional modifications to salary expenditures including reductions may be necessary prior to final approval of the Staffing Plan by the Board and based on revised revenue projections and subject to the availability of funding and Board approval of the final budget.

- The Operating, Travel, and Capital Outlay, and Transfers and Reserves expenditure budgets for FY 2023 – 2024 are based on the proposed requests from the College's departments in support of the initiatives for the upcoming fiscal year.

The Preliminary Summary of Unrestricted Projected Revenues and Expenditures for FY 2023 - 2024 with Comparison to the FY 2022 – 2023 Amended Budget (Exhibit 1), and the Preliminary Unrestricted Budget Summary for FY 2023 – 2024 presentation were included in the packet for the Committee's review and information. In order to balance the unrestricted fund budget, the College would continue to monitor trends, update projections and adjust revenues and expenditures as needed.

Additional changes may be required to the budget revenue and expenditure projections, prior to final presentation to the Board based on revised revenue projections.

Mary Elizondo, Vice President for Finance and Administrative Services, presented on the Preliminary Summary of Unrestricted Projected Budget for FY 2023 – 2024 for the Committee's review and discussion.

No action was required from the Committee. This item was presented for information and feedback to staff.

### **Update on Reclassifications to the Employee Pay Plan and the Employee Staffing Plan for FY 2022 - 2023**

Mary Elizondo, Vice President for Finance and Administrative Services, reviewed the reclassifications to the Employee Pay Plan and the Employee Staffing Plan for FY 2022 – 2023, which included revisions to position pay grades, titles, and salaries status that were recommended by College Administrators and approved by College President.

Background – The Office of Human Resources, in collaboration with College Administration, performed further assessments of FY 2022 – 2023 positions, and actions were taken after the President's approval, as listed below:

1. Reclassification List – Reclassifications initiated by Administration and approved by the President. These changes were deemed critical and resulted in revisions and reclassifications as appropriate to the position duties and are effective in the month in which the President's approval was received.

The reclassifications were based on an assessment of the position's job duties, responsibilities, and college and departmental needs and objectives that include the following:

- Exhibit A – Position Title and/or Salary Adjustments and Pay Grade Revisions
- Exhibit B – Title Changes Only – No Salary Adjustments

New Policy DLC — Employee Performance: Promotion and Demotion was approved by the Board on February 14, 2023, and states that the appropriate Vice President shall recommend the promotion or reassignment of a qualified employee under his or her authority to the College President for approval.

Funding Source – Funds for these reclassifications were available in the FY 2022 - 2023 salary budget, and the net effect on the FY 2022 - 2023 Salary Budget and Unrestricted Fund Budget was zero.

Reviewers – The reclassifications were reviewed by the President, all the Vice Presidents, and the Executive Director of Human Resources and Talent Development.

Enclosed Documents – The new Policy DLC and the Exhibits were provided in the packet for the Committee's information and review.

Mary Elizondo, Vice President for Finance and Administrative Services, and Zachary Suarez, Executive Director of Human Resources and Talent Development, attended the Committee Meeting to address any questions.

No action was required from the Committee. This item was presented for information only.

### **Review and Recommend Action on Proposed Employee Pay Plan for FY 2023 – 2024**

Purpose and Justification – Administration requested the Committee recommend Board approval of the Proposed Employee Pay Plan for FY 2023 – 2024 for all employee groups, which included the proposed pay grade ranges and other compensation information.

Background – On July 13, 2022, the Board of Trustees approved the Texas Association of School Boards (TASB) Compensation Study and to proceed with recommended results at a Special Board of Trustees Meeting. As a result, the Office of Human Resources incorporated the TASB recommended compensation plan and prepared the Proposed Employee Pay Plan information to reflect the College's proposed and approved new compensation structure for FY 2022 – 2023.

The Proposed Employee Pay Plan for FY 2023 – 2024 incorporates additional TASB recommended revisions to comply with State and Federal compensation regulations, ensure compensation consistency, enhance the ability to attract and retain qualified faculty and staff, and to provide a clear and concise reference for compensation decisions.

Reviewers - The President and all the Vice Presidents reviewed the Employee Pay Plan and approved the proposed revisions. The critical new positions and other adjustments included within the FY 2023 - 2023 Employee Pay Plan were reviewed and approved by the Board of Trustees on June 27, 2023.

Enclosed Documents - A copy of the Proposed Employee Pay Plan for FY 2023 - 2024 was included under separate cover, in the Employee Pay Plan and Staffing Plan binder, for the Committee's review and information.

Dr. Ricardo J. Solis, President, and Mary Elizondo, Vice President for Finance and Administrative Services, attended the Committee meeting to address any questions.

On July 11, 2023, the Finance, Audit, and Human Resources Committee instructed administration to work with TASB to consider a new minimum wage of \$15.00 per hour cost assessment for any full-time position at South Texas College. The Committee advised administration to integrate that new minimum wage cost assessment in the Employee Pay Plan for FY 2023 – 2024 presented for Board approval, including adjustments in position pay grades as necessary to avoid salary compression and utilizing fund balance as necessary to offset costs and minimize budgetary impact.

The Committee refrained from making a recommendation for the Board, and instead asked administration to present the revised Employee Pay Plan based upon the Committee's feedback. No action was taken.

### **Review and Recommend Action on Proposed Employee Staffing Plan for FY 2023 – 2024**

Purpose and Justification – Administration request the Committee recommend Board approval of the Proposed Employee Staffing Plan for FY 2023 – 2024 for all employee groups, which includes all positions, titles, classifications, salaries, and salary pools under each Division and Organization of the College.

The Proposed Employee Staffing Plan information was prepared by the Office of Human Resources, in collaboration with Business Office and all other organizational divisions of the College, to reflect the College's comprehensive proposed staffing and salary structure for FY 2023 - 2024. The Office of Human Resources incorporated the Texas Association of School Boards (TASB) maintenance review recommendations and prepared the Employee Staffing Plan to reflect the College's approved compensation structure for FY 2023 – 2024.

Background - As indicated in Administrative Regulations, College Employee Staffing Plan, the Employee Staffing Plan is the official document listing position titles, classifications, employees, and salaries for each fiscal year. The Employee Staffing Plan is not a contract

between the College and any person listed on it, and neither the Employee Staffing Plan nor any action taken by the Board of Trustees concerning it should be considered creating contract rights, expectations of continued employment, or a property interest for any person listed in the Employee Staffing Plan.

At the June 27, 2023 Board Meeting, the Board of Trustees approved Staffing Plan new positions and other adjustments, which are included within the Staffing Plan for FY 2023 – 2024.

Funding Source – The budget to fund each position is reflected in the appropriate department and listed on the Proposed Staffing Plan and is subject to Board approval of the FY 2023 – 2024 Budget.

Reviewers – The President and all the Vice Presidents reviewed the Employee Staffing Plan.

Enclosed Documents - A copy of the Proposed Employee Staffing Plan for FY 2023 – 2024 is included under separate cover, in the Employee Pay Plan and Staffing Plan binder, for the Committee's review and information.

Dr. Ricardo J. Solis, President, and Mary Elizondo, Vice President for Finance and Administrative Services, attended the Committee meeting to address any questions.

On July 11, 2023, the Finance, Audit, and Human Resources Committee instructed administration to work with TASB to establish a new minimum wage of \$15.00 per hour for any full-time position at South Texas College. The Committee advised administration to implement that new minimum wage in the Employee Staffing Plan for FY 2023 – 2024 presented for Board approval, including steps as necessary to avoid salary compression and utilizing fund balance as necessary to offset costs and minimize budgetary impact.

The Committee refrained from making a recommendation for the Board, and instead asked administration to present the revised Employee Staff Plan based upon the Committee's feedback. No action was taken.

## **Adjournment**

There being no further business to discuss, the Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees adjourned at 6:25 p.m.

I certify that the foregoing are the true and correct Minutes of the July 11, 2023 Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees.

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Mr. Rene Guajardo, Presiding

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**Review and Recommend Action on Award of Student Insurance Proposals for Student / Faculty Medical Professional Liability Insurance, Voluntary Student Accident Insurance, Workforce Training Programs Student Accident Insurance, and Business, Public Safety & Technology Student Accident Insurance**

Purpose and Justification – Administration requests the Committee recommend Board approval to award the student insurance proposals for Student / Faculty Medical Professional Liability Insurance, Voluntary Student Accident Insurance, Workforce Training Programs Student Accident Insurance, and Business, Public Safety & Technology Student Accident Insurance.

The basic purpose of the student insurance is as follows:

1. Student / Faculty Medical Professional Liability Insurance - provides coverage for students enrolled in the Nursing Allied Health and Child Development Programs as well as associated Faculty.
2. Voluntary Student Accident Insurance – provides students with a low-cost option for accident insurance.
3. Workforce Training Programs Student Accident Insurance – provides coverage for those students enrolled in certain Continuing Education Training Programs.
4. Business, Public Safety & Technology Student Accident Insurance – provides coverage for those students enrolled in the Business, Public Safety & Technology programs.

Background – Every year, the College requests proposals for an insurance program that provides the broadest coverage at the most competitive price available with approved or acceptable insurance practices in the state of Texas.

On April 26, 2022, the Board of Trustees approved a contract for insurance risk management consulting services with Carlisle Insurance. Mr. Chase Carlisle, the company’s representative, recommends the following awards:

1. **Student / Faculty Medical Professional Liability Insurance:**  
**Affinity Insurance Services, Inc. / American Casualty Company of Reading, PA** for the period beginning August 26, 2023 through August 26, 2024. **The cost for the Medical Professional Liability Insurance is paid by the students enrolled in the Nursing Allied Health and Child Development programs. The College and Faculty are insured parties at no additional cost to the student or to the College.**

|                               |   |
|-------------------------------|---|
| Premium                       | \$21,250  |
| Number of Students (estimate) | 2,125   |
| Limits                        | \$1,000,000 per occurrence /<br>\$5,000,000 aggregate |

|                  |                           |
|------------------|---------------------------|
| Cost per Student | \$10 (same as prior year) |
| Premium paid by: | Students                  |

- ⇒ The carrier remains unchanged from the year prior.
- ⇒ Students enrolled in the Nursing Allied Health and Child Development programs are automatically enrolled for this coverage.

**2. Voluntary Student Accident Insurance:**

**Student Insurance Plans / Pan America Life Insurance** for the period beginning August 26, 2023 through August 26, 2024. **This is a voluntary product, so there is no cost to the College (same as year prior).**

|                      |                    |
|----------------------|--------------------|
| Limit                | \$25,000           |
| Cost to Student:     | Same as prior year |
| School Time Coverage | \$71.25            |
| Full Time Coverage   | \$152.00           |
| Dental Coverage      | \$8.55             |
| Premium paid by:     | Students           |

- ⇒ The carrier remains unchanged from the year prior.

**3. Workforce Training Programs Student Accident Insurance:**

**Student Insurance Plans / Pan America Life Insurance** for the period beginning August 26, 2023 through August 26, 2024. Participants are enrolled in non-credit Continuing Education Training Programs such as Phlebotomy, Welding, Emergency Care Assistant, and Building Trades.

|                               |                          |
|-------------------------------|--------------------------|
| Premium                       | \$2,500                  |
| Number of Students (estimate) | 496                      |
| Limit                         | \$25,000                 |
| Cost per Student              | \$5 (same as prior year) |
| Premium paid by:              | Students                 |

- ⇒ Actual cost per student will be determined once enrollment numbers are received.
- ⇒ Participants in non-credit Continuing Education Training Programs are automatically enrolled for this coverage.

**4. Business, Public Safety & Technology Student Accident Insurance:**

**Student Insurance Plans / Pan America Life Insurance** for the period beginning August 26, 2023 through August 26, 2024. Participants are enrolled in Business, Public Safety & Technology programs.

|                  |  |
|------------------|--|
| Premium          | Included with the Workforce Training Programs Student Accident Insurance premium |
| Limit            | \$25,000   |
| Premium paid by: | Students   |

⇒ Students in Business, Public Safety & Technology programs are automatically enrolled for this coverage.

The project timeline and information are as follows:

|                         |  |
|-------------------------|--|
| Advertised RFP          | June 7, 2023 and June 14, 2023   |
| RFP Responses Due       | June 28, 2023  |
| RFP Issued To           | Seventeen (17) Vendors   |
| Responses Received From | Four (4) Vendors   |
| Responses Reviewed By   | Insurance Consultant, Accountability, Risk & Records Management, and the Purchasing Department |

Enclosed Documents - The insurance recommendations provided by Mr. Chase Carlisle follow in the packet for the Committee's information and review.

Mr. Peter Matl, Insurance Broker, from Carlisle Insurance will be present at the Committee Meeting to address any questions.

It is requested that the Committee recommend Board approval to award the student insurance proposals for Student / Faculty Medical Professional Liability Insurance to **Affinity Insurance Services, Inc. / American Casualty Company of Reading, PA** and the Voluntary Student Accident Insurance, Workforce Training Programs Student Accident Insurance, and Business, Public Safety & Technology Student Accident Insurance to **Student Insurance Plans / Pan American Life Insurance** as presented.



July 12, 2023

Ms. Mary Elizondo  
Vice President for Finance & Administrative Services  
South Texas College  
PO Box 9701  
McAllen, Texas 78501

RE: Student Insurances RFP 23-24-1007

Dear Ms. Elizondo:

The college received four (4) proposals this year for Student Insurances, which includes Student Professional Liability Insurance as well as Voluntary Student Accident Insurance. However, three (3) of the respondents only responded to one (1) portion of the requested coverages, while the fourth was disqualified for not signing the required documentation.

**Student/Faculty Medical Professional Liability**

Affinity Insurance Services, Inc., the incumbent vendor, was the only respondent that offered Student/Faculty Medical Professional Liability through American Casualty Company of Reading, PA. The insurance company has an AM Best rating of A. The rate represents a flat renewal from the incumbent carrier. The options provided were as follows:

| Limits:                   | Premium: | Cost per Student: |
|---------------------------|----------|-------------------|
| \$1,000,000 / \$5,000,000 | \$21,250 | \$10.00           |
| \$2,000,000 / \$5,000,000 | \$26,163 | \$12.31           |





**Workforce Training Programs- Student Accident Insurance**

Proposals for Workforce Training Programs Student Accident Insurance were received from Cuellar & Associates, LLC and Student Insurance Plans (incumbent). The following options were given:

Cuellar & Associates, LLC:

Zurich American Insurance Co.  
Workforce Training Limit - \$25,000  
Premium \$1,984

Student Insurance Plans:

Pan America Life Insurance  
Workforce Training Limit - \$25,000  
Premium \$2,500 (1 year Policy) or \$2,600 (2 year policy)

**Business, Public Safety & Technology Student Accident Insurance**

Proposals for Business, Public Safety & Technology Student Accident Insurance were received from Student Insurance Plans only. The following options were given:

Student Insurance Plans:

Pan America Life Insurance  
Business, Public Safety & Technology Limit - \$25,000  
Premium: INCLUDED in Workforce Training Program

**Voluntary Student Accident Insurance**

Proposals for Voluntary Student Accident Insurance were received from Student Insurance Plans only. The following options were given:

Student Insurance Plans:

Pan America Life Insurance  
Voluntary Student Accident Limit: \$25,000  
Rates - \$71.25 per insured for school time / \$152 per insured full time  
\$8.55 Dental Accident Coverage





**Recommendation:**

**On behalf of South Texas College, we recommend awarding the Student Faculty Professional Liability Insurance to Affinity Insurance Services through American Casualty Company of Reeding, PA for the policy term August 26, 2023, through August 26, 2024, at an annual premium of \$21,250. The limit of insurance is \$1,000,000 per occurrence / \$5,000,000 annual aggregate. The cost for this coverage is paid by the students enrolled in the allied health and child development programs.**

**We recommend awarding the Workforce Training Programs Student Accident Insurance to Student Insurance Plans through Pan America Life Insurance for the year August 26, 2023, through August 26, 2024. The limit of insurance is \$25,000 with a premium of \$2,500.**

**We recommend awarding the Business, Public Safety & Technology Student Accident Insurance to Student Insurance Plans through Pan America Life Insurance for the year August 26, 2023, through August 26, 2024. The limit of insurance is \$25,000 with the cost included in the above Workforce Training Programs Accident Insurance premium.**

**We recommend awarding the Voluntary Student Accident Coverage to Student Insurance Plans through Pan America Life Insurance for the year August 26, 2023, through August 26, 2024. This product is voluntarily purchased by the student and there is no cost to the College. The limit of insurance is \$25,000 with a rate of \$71.25 school time / \$152 full time and \$8.55 per student for Dental coverage.**

Sincerely,

Chase Carlisle, CIC, CMIP, CPCU  
Vice President



## Student Liability Insurance

| <b>Proposer</b>                   | Incumbent                   |        | Option 1                    |   | Option 2                      |        |
|-----------------------------------|-----------------------------|--------|-----------------------------|---|-------------------------------|--------|
|                                   | Student Insurance Plans     |        | Student Insurance Plans     |   | Cuellar & Associates LLC      |        |
| <b>Workforce Training Program</b> | <b>Current Program</b>      |        | <b>Proposed</b>             |   | <b>Proposed</b>               |        |
| Insurance Company                 | Pan American Life Insurance |        | Pan American Life Insurance |   | Zurich American Insurance Co. |        |
| A.M. Best Rating                  | A                           |        | A                           |   | A                             |        |
| Admitted/Non Admitted             | Admitted                    |        | Admitted                    |   | Admitted                      |        |
| Limit                             | \$                          | 25,000 | \$                          | 25,000                                    | \$                            | 25,000 |
| Premium                           | \$                          | 2,700  | \$                          | \$2,500 - one year<br>\$2,600 - two years | \$                            | 1,984  |

| <b>Business, Public Safety &amp; Technology</b> | <b>Current Program</b> |                     | <b>Proposed</b> |          |
|---|------------------------|---------------------|-----------------|----------|
| Student Accident Insurance                      | \$                     | 25,000              | \$              | 25,000   |
| Premium   |                        | \$15.00 Per Student |                 | Included |

| <b>Voluntary Student Accident Only Insurance</b> | <b>Current Program</b> |   | <b>Proposed</b> |   |
|--|------------------------|---|-----------------|---|
| Limit  | \$                     | 25,000                                  | \$              | 25,000                                  |
| School Year<br>8/28/23-8/28/24                   |                        | *\$71.25 School Time<br>\$152 Full Time |                 | *\$71.25 School Time<br>\$152 Full Time |
| Semester<br>01/16/24-8/28/24                     |                        | TBD                                     |                 | TBD                                     |
| Trimester<br>4 Month Coverage                    |                        | N/A                                     |                 | N/A                                     |
| Dental Accident Coverage \$5,000 Max Limit       |                        | \$8.55                                  |                 | \$8.55                                  |

\*Rates (applies per student)

## Student Faculty Professional Insurance

| Proposer                                      | Incumbent  | Option 1   |
|---|--|--|
| <b>Student Faculty Professional Liability</b> | <b>Current Program</b>   | <b>Proposed</b>  |
| Insurance Company                             | Affinity Insurance Services Inc  | Affinity Insurance Services Inc  |
| A.M. Best Rating                              | American Casualty Co. of Reading, PA                                   | American Casualty Co. of Reading, PA                                   |
| Admitted/Non Admitted                         | A  | A  |
| Professional Liability                        | Admitted   | Admitted   |
| Premium                                       | \$1,000,000 per occ. / \$5,000,000 agg.<br>\$23,750 / \$10 per student | \$1,000,000 per occ. / \$5,000,000 agg.<br>\$21,250 / \$10 per student |

\*Optional Limits\*  
 \$2,000,000/\$5,000,000  
 \$26,163 / \$12.31 per student

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**Review and Recommend Action on Award of Insurance Proposals for Property / Inland Marine / Boiler & Machinery, Crime, School Leaders E&O, General Liability, Law Enforcement Liability, Automobile, Workers Compensation, Foreign Liability, and Cyber Liability Insurance**

Purpose and Justification – Administration requests that the Committee recommends Board approval to award the insurance proposals for Property / Inland Marine / Boiler & Machinery, Crime, School Leaders E&O, General Liability, Law Enforcement Liability, Automobile, Workers Compensation, Foreign Liability, and Cyber Liability Insurance for the period beginning September 1, 2023 through August 31, 2024, with two one-year options to renew, at an estimated total amount of \$2,020,189.

The purpose of insurance is to anticipate catastrophic losses that could financially impair South Texas College. Insurance allows the College to minimize the risk of loss from circumstances beyond its control.

Background - Every year, prior to fiscal year-end, the College requests proposals for an insurance program that provides the broadest coverage at the most competitive price available in accordance with approved or acceptable insurance practices in the State of Texas.

On April 26, 2022, the Board of Trustees approved a contract for insurance risk management consulting services with Carlisle Insurance. Mr. Chase Carlisle, the company’s representative, recommends the following awards:

- **Property / Inland Marine / Boiler & Machinery**

|                             |  |
|-----------------------------|--|
| Vendor                      | The Hartford Fire Insurance Co.<br>(Montalvo Insurance Agency) |
| Premium                     | \$1,419,401  |
| Premium Increase / Decrease | Increase of 29%<br>(\$1,098,386 to \$1,419,401)                |

⇒ The carrier remains unchanged from the prior year.

- **Crime Insurance**

|                             |  |
|-----------------------------|--|
| Vendor                      | The Hartford Fire Insurance Co.<br>(Montalvo Insurance Agency) |
| Premium                     | \$8,174  |
| Premium Increase / Decrease | Increase of 2%<br>(\$7,988 to \$8,174)                         |

⇒ The carrier remains unchanged from the prior year.

- **School Leaders E&O, General Liability, Law Enforcement Liability, Automobile**

⇒ The College’s exposure is shown in the table below:

|         | <b>Liability Exposure</b>   |
|---------|---|
| State   | Sovereign immunity except for injuries arising out of the operation of motor vehicles. Limits: \$100,000 / \$300,000. |
| Federal | Claims arising under US Constitution and federal statutes (covered under trustee coverage) No limits.                 |

⇒ Under state law, the College is immune from liability except for injuries arising from a motor vehicle accident (\$100,000 per person / \$300,000 per accident). Under Federal Law, the College has exposure under Section 1983 Clauses of Action (Civil Rights Statute); there is theoretically no limit of liability. Though there is no ceiling under civil rights cases, given the College’s comprehensive practices and procedures to avoid liability, reduce risk, and the experience of the College with these cases, the primary purpose is first to ensure the College has competent legal defense and coverage is within limits. Based on the College’s claim history, a \$250,000 limit policy would be reasonable and sufficient coverage.

|                             |  |
|-----------------------------|--|
| Vendor                      | Texas Association of School Boards (TASB)  |
| Premium                     | \$241,153                                  |
| Premium Increase / Decrease | Increase of 7%<br>(\$224,806 to \$241,153) |

- ⇒ The TASB proposal is contingent upon concurrent participation in the Auto, Liability, and Workers Compensation programs proposed.
- ⇒ The carrier remains unchanged from the prior year.

- **Workers Compensation Insurance**

|                             |   |
|-----------------------------|---|
| Vendor                      | Texas Association of School Boards (TASB)   |
| Premium                     | \$299,652                                   |
| Premium Increase / Decrease | Increase of 12%<br>(\$268,699 to \$299,652) |

⇒ The carrier remains unchanged from the prior year.

- **Foreign Liability Insurance**

⇒ Foreign Liability Insurance provides General Liability, Auto, Accidental Death & Dismemberment, Property coverage, College-owned vehicles, vehicles leased by South Texas College, and equipment.

|                             |   |
|-----------------------------|---|
| Vendor                      | ACE American Insurance Co.<br>(Montalvo Insurance Agency) |
| Premium                     | \$8,201   |
| Premium Increase / Decrease | N/A (same)  |

⇒ The carrier remains unchanged from the prior year.

- **Cyber Liability Insurance**

|                             |  |
|-----------------------------|--|
| Vendor                      | AIG Specialty Insurance Company<br>(Montalvo Insurance Agency) |
| Premium                     | \$43,608   |
| Premium Increase / Decrease | Decrease of 13%<br>(\$50,000 to \$43,608)                      |

⇒ The carrier is different from the prior year.

The total recommended award to **Montalvo Insurance Agency** is **\$1,479,384**. The total recommended award to the **Texas Association of School Boards** is **\$540,805** and the total is as follows:

| Type   | TASB             | Montalvo           |
|--|------------------|--------------------|
| Property / Inland Marine and Boiler & Machinery        |                  | \$1,419,401        |
| Crime  |                  | \$8,174            |
| School Leaders E&O, General Liability, Law Enforcement | \$174,793        |                    |
| Automobile   | \$66,360         |                    |
| Workers Compensation                                   | \$299,652        |                    |
| Foreign Liability                                      |                  | \$8,201            |
| Cyber Liability  |                  | \$43,608           |
| <b>TOTAL</b>   | <b>\$540,805</b> | <b>\$1,479,384</b> |
| <b>Grand Total</b>                                     |                  | <b>\$2,020,189</b> |

The project timeline and information are as follows:

|                         |  |
|-------------------------|--|
| Advertised RFP          | June 14, 2023 and June 21, 2023  |
| RFP Responses Due       | July 13, 2023  |
| RFP Issued To           | Sixteen (16) Vendors   |
| Responses Received From | Four (4) Vendors   |
| Responses Reviewed By   | Insurance Consultant, Accountability, Risk & Records Management, Chief Information Security Officer, and the Purchasing Department |

Funds for these expenditures are budgeted in the Insurance and Benefits budgets for FY 2023 - 2024, pending Board approval of the budget.

Enclosed Documents – The insurance recommendations and spreadsheets provided by Mr. Chase Carlisle, Insurance Risk Management Consultant, follow in the packet for the Committee’s information and review.

Mr. Peter Matl, Insurance Broker, from Carlisle Insurance will be present at the Committee Meeting to address any questions.

It is requested that the Committee recommend Board approval to award the insurance proposals for Property / Inland Marine / Boiler & Machinery (\$1,419,401), Crime (\$8,174), Foreign Liability (\$8,201), and Cyber Liability (\$43,608) to **Montalvo Insurance Agency** and School Leaders E&O (\$174,793), General Liability, Law Enforcement Liability, Automobile (\$66,360), and Workers Compensation (\$299,652) to **Texas Association of School Boards**, for the period beginning September 1, 2023 through August 31, 2024, with two one-year options to renew, at an estimated total amount of \$2,020,189.



**Property and Casualty Insurance  
Project No. 23-24-1001**

|  |  | PROPOSED  | PROPOSED                              | Option 1                              | Option 2                              |
|--|--|---|---------------------------------------|---------------------------------------|---------------------------------------|
| <b>Vendor</b>  |  | Texas Association of School Board   | PROPOSED<br>Montalvo Insurance Agency | PROPOSED<br>Gallagher Risk Management | PROPOSED<br>Gallagher Risk Management |
| <b>Address</b>   |  | P O Box 301   | 208 S Texas Blvd                      | 418 E Tyler Ave Ste B                 | 418 E Tyler Ave Ste B                 |
| <b>City/State/Zip</b>  |  | Austin, TX 78767  | Weslaco, TX 78596                     | Harlingen, TX 78550                   | Harlingen, TX 78550                   |
| <b>Contact</b>   |  | Adrian Pena   | Ramon Montalvo                        | David Calvillo                        | David Calvillo                        |
| <b>Property/Inland Marine &amp; Boiler &amp; Machinery</b>                       |  |   |                                       |                                       |                                       |
| <b>Hartford (\$200M Loss Limit- 5% Wind/Hail Deductible - TIV \$598,678,178)</b> |  |   |                                       |                                       |                                       |
| Property Including Inland Marine   |  |   | \$ 1,419,401                          |                                       |                                       |
| Terrorism Risk Insurance Act   |  |   | Excluded                              |                                       |                                       |
| Boiler & Machinery   |  |   | Included                              |                                       |                                       |
| <b>Sub-Total</b>   |  |   | <b>\$ 1,419,401</b>                   |                                       |                                       |
| <b>Crime</b>   |  |   |                                       |                                       |                                       |
| \$35,000 Retention (Hartford)  |  |   | \$ 8,174                              |                                       |                                       |
| <b>Casualty</b>  |  |   |                                       |                                       |                                       |
| School Leaders E&O   |  | \$ 174,793  |                                       |                                       |                                       |
| General Liability  |  | Included  |                                       |                                       |                                       |
| Law Enforcement  |  | Included  |                                       |                                       |                                       |
| Automobile   |  | \$ 66,360   |                                       |                                       |                                       |
| <b>Casualty Sub-Total</b>  |  | <b>\$ 241,153</b>   |                                       |                                       |                                       |
| <b>Subject to:</b>   |  | Note: Coverage contingent upon concurrent participation in funds Auto, Liability & Worker's Compensation Programs |                                       |                                       |                                       |
| <b>Workers Compensation</b>  |  |   |                                       |                                       |                                       |
| Workers Compensation - Out of Network  |  |   |                                       |                                       |                                       |
| <b>Total Workers Compensation</b>  |  | <b>\$ 299,652</b>   | \$ 211,714                            | \$ 191,837                            | \$ 197,724                            |
| <b>Subject to:</b>   |  | Note: Coverage contingent upon concurrent participation in funds Auto, Liability & Worker's Compensation Programs |                                       |                                       |                                       |
| <b>Foreign Liability</b>   |  |   |                                       |                                       |                                       |
| Foreign Liability  |  |   | \$ 8,201                              |                                       |                                       |
| <b>Cyber Liability</b>   |  |   |                                       |                                       |                                       |
| Cyber Liability  |  |   | \$ 43,608                             | \$ 45,000                             | \$ 65,000                             |
| <b>Total Amount Proposed by Vendor</b>   |  | <b>\$ 540,805</b>   | <b>\$ 1,479,384</b>                   |                                       |                                       |



July 24, 2023

Ms. Mary Elizondo  
Vice President for Finance & Administrative Services  
South Texas College  
PO Box 9701  
Mc Allen, Texas 78501

**RE: Property / Inland Marine & Boiler & Machinery Insurance  
Effective September 1, 2023**

Dear Ms. Elizondo,

The College received one proposal this year for property insurance coverages.

Montalvo Insurance Agency (incumbent vendor) provided quotations for the Property Insurance to include Equipment Breakdown coverage.

**Montalvo Insurance:**

Hartford Fire Insurance (A+ XV Am Best Rating)  
Total Insured Values: \$598,678,178  
Policy Loss Limit: \$200,000,000  
Wind/ Hail Deductible: 5%  
Annual Premium: \$1,419,401

The Montalvo Insurance proposal is based off an increase in Total Insured Values as required by Hartford. The overall rate increase is roughly 20% which is considered in line with the current marketplace.

**Recommendation:**

**On behalf of South Texas College, we recommend purchase of the Hartford Fire Insurance Company quotation through Montalvo Insurance Agency for \$1,419,401 with a term of September 1, 2023 through August 31, 2024.**



Sincerely,

Chase Carlisle, CIC, CMIP, CPCU  
Vice President



**Property & Casualty Insurance  
Project No. 23-24-1001**

| Vendor  | Montalvo Insurance Agency                                   | Montalvo Insurance Agency                                   |
|---|---|---|
| Property  | Current Program   | Proposed  |
| Insurance Company                                   | The Hartford Fire Insurance, Co.                            | The Hartford Fire Insurance, Co.                            |
| A.M. Best Rating                                    | A+ XV   | A+ XV   |
| Admitted/Non Admitted                               | Admitted  | Admitted  |
| Blanket / Scheduled                                 | Scheduled   | Scheduled   |
| <b>Total Insured Values</b>                         |   |   |
| Building Limit:                                     | \$ 436,890,027  | \$ 472,676,072  |
| Building Personal Property incl EDP                 | \$ 68,130,081   | \$ 71,536,598   |
| Business Income                                     | \$ 55,008,248   | \$ 54,465,508   |
| <b>Sub-Total</b>                                    | <b>\$ 560,028,356</b>                                       | <b>\$ 598,678,178</b>                                       |
| Contractors Equipment                               | \$ 814,571  | \$ 1,197,368  |
| Fine Arts (Personal Property Of Others)             | \$ 50,000   | \$ 50,000   |
| <b>Total Insurable Values</b>                       | <b>\$ 560,892,927</b>                                       | <b>\$ 599,925,546</b>                                       |
| Co-Insurance  | Waived  | Waived  |
| Policy Limit/Loss Limit                             | \$ 200,000,000  | \$ 200,000,000  |
| <b>Sub-Limits (Annual Aggregate)</b>                |   |   |
| Earthquake/Earth Movement Annual Agg                | \$ 1,000,000  | \$ 50,000,000   |
| Flood Annual Aggregate (Zone B, X 500 and Shaded X) | \$ 5,000,000  | \$ 5,000,000  |
| Flood Zones X or C                                  | \$ 10,000,000   | \$ 5,000,000  |
| *Excluded   | 603 Coyote Dr La Joya                                       | 603 Coyote Dr La Joya                                       |
| <b>Deductibles</b>                                  |   |   |
| Named Storm   | 5%  | 5%  |
| Wind/Hail Deductibles                               | 5%  | 5%  |
| Wind/Hail Waiting Period- Business Income           | 72 Hours  | 72 Hours  |
| All Other Perils                                    | \$ 100,000  | \$ 100,000  |
| Earth Movement                                      | \$ 100,000  | \$ 100,000  |
| Fine Arts/Contractor's Equipment                    | \$ 2,500  | \$ 2,500  |
| Flood Deductibles                                   |   |   |
| Zone X or C   | \$ 100,000  | \$ 100,000  |
| Zone B, X 500 and Shaded X                          | \$ 500,000  | \$ 500,000  |
|   | Flood deductibles applies per occurrence, not per building. | Flood deductibles applies per occurrence, not per building. |
| Valuation   | Replacement Cost  | Replacement Cost  |
| Property  | \$ 1,098,386  | \$ 1,419,401  |
| TRIA  | Included  | Excluded  |
| Inland Marine                                       | Included  | Included  |
| <b>Sub-Total</b>                                    | <b>\$ 1,098,386</b>   | <b>\$ 1,419,401</b>   |
| <b>Equipment Breakdown</b>                          | The Hartford Fire Insurance, Co.                            | The Hartford Fire Insurance, Co.                            |
| A.M. Best Rating                                    | A+ XV   | A+ XV   |
| Admitted/Non Admitted                               | Admitted  | Admitted  |
| Limit of Insurance                                  | \$ 200,000,000  | \$ 200,000,000  |
| Deductible  | \$ 100,000  | \$ 100,000  |
| Premium:  | <b>Included in Property</b>                                 | <b>Included in Property</b>                                 |
| <b>TOTAL:</b>                                       | <b>\$ 1,098,386</b>   | <b>\$ 1,419,401</b>   |

**SOUTH TEXAS COLLEGE  
PROPERTY, INLAND MARINE, AND BOILER AND MACHINERY INSURANCE  
PROJECT NO. 23-24-1001  
EVALUATION SUMMARY**

|                                |  |                           |     |
|--------------------------------|--|---------------------------|-----|
| <b>VENDOR</b>                  |  | Montalvo Insurance Agency |     |
| <b>ADDRESS</b>                 |  | 208 S Texas Blvd          |     |
| <b>CITY/STATE/ZIP</b>          |  | Weslaco, TX 78596         |     |
| <b>PHONE</b>                   |  | 956-968-5521              |     |
| <b>FAX</b>                     |  | 956-969-9198              |     |
| <b>CONTACT</b>                 |  | Ramon Montalvo, III       |     |
| 1                              | The purchase price. (up to 47 points)  | 47                        | 47  |
|                                |  | 47                        |     |
|                                |  | 47                        |     |
|                                |  | 47                        |     |
| 2                              | The reputation of the vendor and the vendor's goods or services .<br>(up to 10 points)   | 10                        | 9.5 |
|                                |  | 10                        |     |
|                                |  | 9                         |     |
|                                |  | 9                         |     |
| 3                              | The quality of the vendor's goods and/or services.<br>(up to 16 points)  | 16                        | 15  |
|                                |  | 15                        |     |
|                                |  | 14                        |     |
|                                |  | 15                        |     |
| 4                              | The extent to which the vendor's goods and/or services meet the<br>College's needs. (up to 18 points)  | 16                        | 16  |
|                                |  | 17                        |     |
|                                |  | 14                        |     |
|                                |  | 17                        |     |
| 5                              | The vendor's past relationship with the College.<br>(up to 3 points)   | 3                         | 3   |
|                                |  | 3                         |     |
|                                |  | 3                         |     |
|                                |  | 3                         |     |
| 6                              | The impact on the ability of the College to comply with laws<br>relating to Historically Underutilized Businesses.<br>(up to 1 point)  | 0                         | 0   |
|                                |  | 0                         |     |
|                                |  | 0                         |     |
|                                |  | 0                         |     |
| 7                              | For a contract for goods and services, other than goods and<br>services related to telecommunications and information<br>materials, whether the vendor or the vendor's ultimate parent<br>company or majority owner:<br>a. has its principal place of business in this state; or<br>b. employs at least 500 persons in this state.<br>(up to 5 points) | 5                         | 5   |
|                                |  | 5                         |     |
|                                |  | 5                         |     |
|                                |  | 5                         |     |
| <b>TOTAL EVALUATION POINTS</b> |  | 95.5                      |     |
| <b>RANKING</b>                 |  | 1                         |     |



July 24, 2023

Ms. Mary Elizondo  
Vice President for Finance & Administrative Services  
South Texas College  
PO Box 9701  
Mc Allen, Texas 78501

**RE: Crime Insurance**  
**Effective September 1, 2023**

Dear Ms. Elizondo,

One proposal was received by the college for Crime Insurance from Montalvo Insurance Agency (incumbent vendor):

**Hartford Fire Insurance Co (A+XV)**  
Annual Premium \$8,174

**Recommendation:**

**On Behalf of South Texas College, we recommend purchasing Option 2: Hartford Fire Insurance Co. in the amount of \$8,174 for a policy term of September 1, 2023 through August 31, 2024.**

Sincerely,

Chase Carlisle, CIC, CMIP, CPCU  
Vice President



**Crime Insurance  
Project No. 23-24-1001**

| Vendor                              | Montalvo Insurance Agency        | Montalvo Insurance Agency        |
|-------------------------------------|----------------------------------|----------------------------------|
| <i>Crime Insurance</i>              | <b>Current Program</b>           | <b>Proposed</b>                  |
| Insurance Company                   | The Hartford Fire Insurance, Co. | The Hartford Fire Insurance, Co. |
| A.M. Best Rating                    | A+ XV                            | A++ XV                           |
| Admitted/Non Admitted               | Admitted                         | Admitted                         |
| Employee Theft (Dishonesty)         | \$ 1,000,000                     | \$ 1,000,000                     |
| Forgery or Alteration               | \$ 1,000,000                     | \$ 1,000,000                     |
| On Premise                          | \$ 1,000,000                     | \$ 1,000,000                     |
| In Transit                          | \$ 1,000,000                     | \$ 1,000,000                     |
| Money Orders & Counterfeit Currency | \$ 1,000,000                     | \$ 1,000,000                     |
| Computer Fraud                      | \$ 1,000,000                     | \$ 1,000,000                     |
| Funds Transfer Fraud                | \$ 1,000,000                     | \$ 1,000,000                     |
| Claim Expense                       | \$ 5,000                         | \$ 5,000                         |
| Retention                           | \$ 35,000                        | \$ 35,000                        |
| Social Engineering Limit            | \$ 500,000                       | \$ 500,000                       |
| Retention                           | \$ 35,000                        | \$ 35,000                        |
| <b>TOTAL:</b>                       | <b>\$ 7,988</b>                  | <b>\$ 8,174</b>                  |



**SOUTH TEXAS COLLEGE  
CRIME INSURANCE  
PROJECT NO. 23-24-1001  
EVALUATION SUMMARY**

|                                |  |                              |       |
|--------------------------------|--|------------------------------|-------|
| <b>VENDOR</b>                  |  | Montalvo<br>Insurance Agency |       |
| <b>ADDRESS</b>                 |  | 208 S Texas Blvd             |       |
| <b>CITY/STATE/ZIP</b>          |  | Weslaco, TX 78596            |       |
| <b>PHONE</b>                   |  | 956-968-5521                 |       |
| <b>FAX</b>                     |  | 956-969-9198                 |       |
| <b>CONTACT</b>                 |  | Ramon Montalvo, III          |       |
| 1                              | The purchase price. (up to 47 points)  | 47                           | 47    |
|                                |  | 47                           |       |
|                                |  | 47                           |       |
|                                |  | 47                           |       |
| 2                              | The reputation of the vendor and the vendor's goods or services. (up to 10 points)   | 10                           | 9.5   |
|                                |  | 10                           |       |
|                                |  | 9                            |       |
|                                |  | 9                            |       |
| 3                              | The quality of the vendor's goods and/or services. (up to 16 points)   | 16                           | 15    |
|                                |  | 15                           |       |
|                                |  | 14                           |       |
|                                |  | 15                           |       |
| 4                              | The extent to which the vendor's goods and/or services meet the College's needs. (up to 18 points)   | 17                           | 16.25 |
|                                |  | 17                           |       |
|                                |  | 14                           |       |
|                                |  | 17                           |       |
| 5                              | The vendor's past relationship with the College. (up to 3 points)  | 3                            | 3     |
|                                |  | 3                            |       |
|                                |  | 3                            |       |
|                                |  | 3                            |       |
| 6                              | The impact on the ability of the College to comply with laws relating to Historically Underutilized Businesses. (up to 1 point)  | 0                            | 0     |
|                                |  | 0                            |       |
|                                |  | 0                            |       |
|                                |  | 0                            |       |
| 7                              | For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner:<br>a. has its principal place of business in this state; or<br>b. employs at least 500 persons in this state. (up to 5 points) | 5                            | 5     |
|                                |  | 5                            |       |
|                                |  | 5                            |       |
|                                |  | 5                            |       |
| <b>TOTAL EVALUATION POINTS</b> |  | 95.75                        |       |
| <b>RANKING</b>                 |  | 1                            |       |



July 24, 2023

Ms. Mary Elizondo  
Vice President for Finance & Administrative Services  
South Texas College  
PO Box 9701  
Mc Allen, Texas 78501

**RE: School Leaders E&O, General Liability, Law Enforcement Liability,  
Automobile  
Effective September 1, 2023**

Dear Ms. Elizondo,

The College received one response for the above referenced coverages this year.

Texas Association of School Boards (TASB) offered renewal terms for School Leaders E&O including General Liability/Law Enforcement Liability at an annual premium of \$174,793. The automobile coverage, which includes liability and physical damages coverages, is being offered for \$66,630. The TASB proposal is contingent upon concurrent participation in the Auto, Liability and Workers Compensation programs proposed.

**Recommendation:**

**On behalf of South Texas College, we recommend the purchase of School Leaders E&O, General Liability, Law Enforcement Liability, and Automobile coverage from TASB Risk Management for the policy term September 1, 2022, through August 31, 2023 at a total annual premium of \$241,153.**

Sincerely,

Chase Carlisle, CIC, CMIP, CPCU  
Vice President



**School Leaders, Errors & Omissions, General Liability, Law Enforcement, and  
Automobile  
Project No. 23-24-1001**

| Vendor   | Texas Association of School Boards  | Texas Association of School Boards  |
|--|---|---|
|  | <b>Current Program</b>  | <b>Proposed</b>   |
| Insurance Company  | TASB Risk Management Fund   | TASB Risk Management Fund   |
| A.M. Best Rating   | Not Applicable  | Not Applicable  |
| Admitted/Non Admitted  | Not Applicable  | Not Applicable  |
| <b>School Leaders E&amp;O</b>  |   |   |
| Policy Form  | Claims Made   | Claims Made   |
| Retroactive Date   | Not Applicable  | Not Applicable  |
| Limit (Annual Aggregate)   | \$ 1,000,000  | \$ 1,000,000  |
| Defense Inside/Outside Limit   | Outside Limit   | Outside   |
| Retentions:  | \$ 50,000   | \$ 50,000   |
| Duty to Defend or Indemnity Form   | Duty to Defend  | Duty to Defend  |
| Defense Coverage Breach of Employment Contract   | Yes, See Proposal Clarification   | Yes, See Proposal Clarification   |
| Coverage Sexual Misconduct-<br>Employment Practice Claims Only   | Yes   | Defense & Damages   |
| Coverage Sexual Misconduct-<br>Other than Employment   | Yes   | Defense & Damages   |
| Defense for Individuals w/Disabilities Suits   | Yes   | Yes   |
| Coverage Discrimination of race or national origin   | Yes   | Yes   |
| Adm. Hearings- ADR, Spec, Ed., EEOC  | Not Covered. Coverage may be provided<br>when a claim proceeds to court level | Not Covered. Coverage may be provided<br>when a claim proceeds to court level |
| Proposed Policy Non- Assessable  | No  | No  |
| Defense Coverage for Breach of Contract<br>Other than Employment Contract  | No  | No  |
| Coverage for liability resulting from wrongful acts<br>of consultants and independent contractors                  | No  | No  |
| Punitive and Exemplary Coverage  | No  | No  |
| Personal Injury from an Employment Claim   | Yes   | Yes   |
| Back- Wages covered  | No  | No  |
| <b>Premium</b>   | <b>\$ 162,128</b>   | <b>\$ 174,793</b>   |
| <b>General Liability</b>   |   |   |
| Limits:  |   |   |
| General Aggregate  | N/A   | N/A   |
| Products/Completed Ops Agg   | Excluded  | Excluded  |
| Personal & Advertising Injury  | Included  | Included  |
| Each Occurrence  | \$ 1,000,000  | \$ 1,000,000  |
| Deductible:  | \$ -  | \$ -  |
| Coverage for Allegations Sexual Abuse or<br>Molestation  | See School Leaders E&O  | See School Leaders E&O  |
| <b>General Liability Premium:</b>  | <b>Included</b>   | <b>Included</b>   |
| <b>Note: Contingent Upon Concurrent<br/>Participation of Auto, General Liability, and<br/>Workers Compensation</b> |   |   |



**School Leaders, Errors & Omissions, General Liability, Law Enforcement, and  
Automobile  
Project No. 23-24-1001**

| Vendor                          | Texas Association of School Boards  | Texas Association of School Boards  |
|---------------------------------|---|---|
|                                 | <b>Current Program</b>  | <b>Proposed</b>   |
| Insurance Company               | TASB Risk Management Fund   | TASB Risk Management Fund   |
| A.M. Best Rating                | Not Applicable  | Not Applicable  |
| Admitted/Non Admitted           | Not Applicable  | Not Applicable  |
| Employee Benefits Liability     | \$ 100,000  | \$ 100,000  |
| Policy Form                     | Occurrence  | Occurrence  |
| Retro Date                      | N/A   | N/A   |
| Deductible                      | \$ -  | \$ -  |
| <b>Premium</b>                  | <b>Included in School Leaders E&amp;O</b>   | <b>Included in School Leaders E&amp;O</b>   |
| <b>Law Enforcement</b>          |   |   |
| Limit of Liability              | Included under GL or Professional Legal Liability depending on allegations                                    | Included under GL or Professional Legal Liability depending on allegations                                    |
| Policy Form                     | Depends on if allegations under general liability or professional liability                                   | Depends on if allegations under general liability or professional liability                                   |
| Retro Date                      | Not Applicable  | Not Applicable  |
| Deductible                      | Depends on if allegations under general liability or professional liability                                   |   |
| <b>Premium</b>                  | <b>Included in School Leaders E&amp;O</b>   | <b>Included in School Leaders E&amp;O</b>   |
| <b>Automobile</b>               |   |   |
| # Units                         | 155   | Not Provided  |
| Liability Limits:               | \$100,000 / \$300,000 / \$100,000   | \$100,000 / \$300,000 / \$100,000   |
| Liability Deductible            | \$ 1,000  | \$ 1,000  |
| Uninsured/Underinsured Motorist | No  | No  |
| Physical Damage                 | ACV   | ACV   |
| Comprehensive Deductible        | \$ 1,000  | \$ 1,000  |
| Collision Deductible            | \$ 1,000  | \$ 1,000  |
| Hired Car Physical Damage Limit | \$ 50,000   | \$ 50,000   |
| <b>Premium</b>                  | \$ <b>62,678</b>  | \$ <b>66,360</b>  |
| <b>TOTAL:</b>                   | \$ <b>224,806</b>   | \$ <b>241,153</b>   |
| <b>Subject to:</b>              | Coverage contingent upon concurrent participation in funds Auto, Liability, and Workers Compensation Programs | Coverage contingent upon concurrent participation in funds Auto, Liability, and Workers Compensation Programs |

**SOUTH TEXAS COLLEGE  
SCHOOL LEADERS, ERROR AND OMISSIONS, GENERAL LIABILITY, LAW  
ENFORCEMENT, AND AUTOMOBILE INSURANCE  
PROJECT NO. 23-24-1001  
EVALUATION SUMMARY**

| <b>VENDOR</b>                  |  | TASB Risk Management Fund |       |
|--------------------------------|--|---------------------------|-------|
| <b>ADDRESS</b>                 |  | 12007 Research Blvd       |       |
| <b>CITY/STATE/ZIP</b>          |  | Austin, TX 78759          |       |
| <b>PHONE</b>                   |  | 800-482-7276              |       |
| <b>FAX</b>                     |  | 512-467-3645              |       |
| <b>CONTACT</b>                 |  | Dubravka H. Romano        |       |
| 1                              | The purchase price. (up to 47 points)  | 47                        | 47    |
|                                |  | 47                        |       |
|                                |  | 47                        |       |
|                                |  | 47                        |       |
| 2                              | The reputation of the vendor and the vendor's goods or services. (up to 10 points)   | 10                        | 9.5   |
|                                |  | 10                        |       |
|                                |  | 9                         |       |
|                                |  | 9                         |       |
| 3                              | The quality of the vendor's goods and/or services. (up to 16 points)   | 16                        | 15.5  |
|                                |  | 16                        |       |
|                                |  | 15                        |       |
|                                |  | 15                        |       |
| 4                              | The extent to which the vendor's goods and/or services meet the College's needs. (up to 18 points)   | 16                        | 16.75 |
|                                |  | 18                        |       |
|                                |  | 16                        |       |
|                                |  | 17                        |       |
| 5                              | The vendor's past relationship with the College. (up to 3 points)  | 3                         | 3     |
|                                |  | 3                         |       |
|                                |  | 3                         |       |
|                                |  | 3                         |       |
| 6                              | The impact on the ability of the College to comply with laws relating to Historically Underutilized Businesses. (up to 1 point)  | 0                         | 0     |
|                                |  | 0                         |       |
|                                |  | 0                         |       |
|                                |  | 0                         |       |
| 7                              | For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner:<br>a. has its principal place of business in this state; or<br>b. employs at least 500 persons in this state. (up to 5 points) | 5                         | 5     |
|                                |  | 5                         |       |
|                                |  | 5                         |       |
|                                |  | 5                         |       |
| <b>TOTAL EVALUATION POINTS</b> |  | 96.75                     |       |
| <b>RANKING</b>                 |  | 1                         |       |



July 24, 2023

Ms. Mary Elizondo  
Vice President for Finance & Administrative Services  
South Texas College  
PO Box 9701  
Mc Allen, Texas 78501

**RE: Workers Compensation Insurance  
Effective September 1, 2023**

Dear Ms. Elizondo,

Three proposals were received by the college in reference to Workers Compensation coverage. The following options were submitted:

**Montalvo Insurance Agency**  
Security National Insurance  
Annual Premium: \$211,714

**TASB Risk Management Fund**  
Annual Premium: \$299,652

**Gallagher Risk Management**  
Option 1: Texas Mutual Insurance  
Annual Premium: \$191,837

Option 2: Summit  
Annual Premium: \$197,724

**Recommendation:**

**On behalf of South Texas College, we recommend the award and purchase of the TASB proposal for an annual premium of \$299,652. The TASB Risk Management Fund requires that all proposed coverage be purchased. Therefore, to purchase the School Leaders E&O, General Liability, Law Enforcement Liability, and Automobile coverages, the College would be required to purchase the workers compensation as well even though the pricing is much higher than the other proposals received.**



Sincerely,

Chase Carlisle, CIC, CMIP, CPCU  
Vice President



**Workers Compensation Insurance  
Project No. 23-24-1001**

| Vendor   | Texas Association of School Boards<br>Current Program | Texas Association of School Boards<br>Proposed | Montalvo Insurance Agency<br>Proposed | Option 1<br>Gallagher Risk Management<br>Proposed | Option 2<br>Gallagher Risk Management<br>Proposed |
|--|---|--|---------------------------------------|---|---|
| Insurance Company  | TASB Risk Management Fund                             | TASB Risk Management Fund                      | Security National Insurance           | Texas Mutual Insurance                            | Summit (Bridgefield Casualty)                     |
| A.M. Best Rating   | Not Applicable  | Not Applicable                                 | A-                                    | A+  | A+  |
| Admitted/Non Admitted  | Not Applicable  | Not Applicable                                 | Admitted                              | Admitted  | Admitted  |
| <b>Employers Liability</b>   |   |  |                                       |   |   |
| Payroll Classifications  | Claims Made   |  |                                       |   |   |
| 8810 Clerical  | \$ 11,553,620   | \$ 10,914,235                                  | \$ 10,914,235                         | \$ 10,914,235                                     | \$ 10,914,235                                     |
| 9101 All Other   | \$ 5,407,862  | \$ 6,663,421                                   | \$ 8,784,760                          | \$ 6,663,421                                      | \$ 6,663,421                                      |
| 8868 Professional  | \$ 83,445,719   | \$ 85,781,609                                  | \$ 85,781,609                         | \$ 85,781,609                                     | \$ 85,781,609                                     |
| 7380 Bus Drivers   | \$ 96,894   | \$ 120,252                                     | \$ 120,252                            | \$ 120,252  | \$ 120,252  |
| 7720 Police Officers   | \$ 1,684,980  | \$ 2,121,339                                   | Included with Class Code 9101         | \$ 2,121,339                                      | \$ 2,121,339                                      |
| <b>Total Gross Payroll</b>   | <b>\$ 102,189,075</b>                                 | <b>\$ 105,600,856</b>                          | <b>\$ 105,660,856</b>                 | <b>\$ 105,660,856</b>                             | <b>\$ 105,660,856</b>                             |
| 8868 Volunteer Instructors   | Not Covered   | Not Covered                                    | Not Covered                           | Not Covered                                       | Not Covered                                       |
| <b>Estimated Premium - Out of Network</b>  | <b>\$ 268,699</b>                                     | <b>\$ 299,652</b>                              | <b>\$ 211,714</b>                     | <b>\$ 191,837</b>                                 | <b>\$ 197,724</b>                                 |
| Note: Contingent Upon Concurrent Participation of Auto, General Liability & Workers Compensation |   | Note: Option - Out of Network \$217,732        |                                       |   |   |

**SOUTH TEXAS COLLEGE  
WORKERS COMPENSATION INSURANCE  
PROJECT NO. 23-24-1001  
EVALUATION SUMMARY**

|                                |  | Option 1  | Option 2  |                           |                           |       |       |    |       |
|--------------------------------|--|---|---|---------------------------|---------------------------|-------|-------|----|-------|
| <b>VENDOR</b>                  |  | Arthur J. Gallagher Risk Management Services, LLC | Arthur J. Gallagher Risk Management Services, LLC | Montalvo Insurance Agency | TASB Risk Management Fund |       |       |    |       |
| <b>ADDRESS</b>                 |  | 418 E Tyler Ave Ste B                             | 418 E Tyler Ave Ste B                             | 208 S Texas Blvd          | P O Box 301               |       |       |    |       |
| <b>CITY/STATE/ZIP</b>          |  | Harlingen, TX 78550                               | Harlingen, TX 78550                               | Weslaco, TX 78596         | Austin, TX 78767          |       |       |    |       |
| <b>PHONE</b>                   |  | 956-423-6986                                      | 956-423-6986                                      | 956-968-5521              | 800-482-7276              |       |       |    |       |
| <b>FAX</b>                     |  | 956-423-4205                                      | 956-423-4205                                      | 956-969-9198              | 512-467-3645              |       |       |    |       |
| <b>CONTACT</b>                 |  | Tanner Burns                                      | Tanner Burns                                      | Ramon Montalvo, III       | Adrian Pena               |       |       |    |       |
| 1                              | The purchase price. (up to 47 points)  | 47  | 47  | 45.6                      | 45.6                      | 42.58 | 42.58 | 40 | 40    |
|                                |  | 47  |   | 45.6                      |                           | 42.58 |       | 40 |       |
|                                |  | 47  |   | 45.6                      |                           | 42.58 |       | 40 |       |
|                                |  | 47  |   | 45.6                      |                           | 42.58 |       | 40 |       |
| 2                              | The reputation of the vendor and the vendor's goods or services. (up to 10 points)   | 8   | 8.25  | 10                        | 9                         | 10    | 9.5   | 10 | 9.75  |
|                                |  | 9   |   | 10                        |                           | 10    |       | 10 |       |
|                                |  | 8   |   | 8                         |                           | 9     |       | 9  |       |
|                                |  | 8   |   | 8                         |                           | 9     |       | 10 |       |
| 3                              | The quality of the vendor's goods and/or services. (up to 16 points)   | 12  | 12.5  | 12                        | 12.75                     | 15    | 14.5  | 16 | 15.75 |
|                                |  | 14  |   | 15                        |                           | 14    |       | 16 |       |
|                                |  | 12  |   | 12                        |                           | 14    |       | 15 |       |
|                                |  | 12  |   | 12                        |                           | 15    |       | 16 |       |
| 4                              | The extent to which the vendor's goods and/or services meet the College's needs. (up to 18 points)   | 17  | 15  | 14                        | 14.75                     | 16    | 15.75 | 18 | 17.5  |
|                                |  | 15  |   | 17                        |                           | 15    |       | 18 |       |
|                                |  | 14  |   | 14                        |                           | 15    |       | 16 |       |
|                                |  | 14  |   | 14                        |                           | 17    |       | 18 |       |
| 5                              | The vendor's past relationship with the College. (up to 3 points)  | 3   | 2.75  | 3                         | 2.75                      | 3     | 3     | 3  | 3     |
|                                |  | 3   |   | 3                         |                           | 3     |       | 3  |       |
|                                |  | 3   |   | 3                         |                           | 3     |       | 3  |       |
|                                |  | 2   |   | 2                         |                           | 3     |       | 3  |       |
| 6                              | The impact on the ability of the College to comply with laws relating to Historically Underutilized Businesses. (up to 1 point)  | 0   | 0   | 0                         | 0                         | 0     | 0     | 0  | 0     |
|                                |  | 0   |   | 0                         |                           | 0     |       | 0  |       |
|                                |  | 0   |   | 0                         |                           | 0     |       | 0  |       |
|                                |  | 0   |   | 0                         |                           | 0     |       | 0  |       |
| 7                              | For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. has its principal place of business in this state; or b. employs at least 500 persons in this state. (up to 5 points) | 5   | 5   | 5                         | 5                         | 5     | 5     | 5  | 5     |
|                                |  | 5   |   | 5                         |                           | 5     |       | 5  |       |
|                                |  | 5   |   | 5                         |                           | 5     |       | 5  |       |
|                                |  | 5   |   | 5                         |                           | 5     |       | 5  |       |
| <b>TOTAL EVALUATION POINTS</b> |  | 90.5  |   | 89.85                     |                           | 90.33 |       | 91 |       |
| <b>RANKING</b>                 |  | 2   |   | 4                         |                           | 3     |       | 1  |       |



July 24, 2023

Ms. Mary Elizondo  
Vice President for Finance & Administrative Services  
South Texas College  
PO Box 9701  
Mc Allen, Texas 78501

**RE: Foreign Liability Coverage  
Effective September 1, 2023**

Dear Ms. Elizondo,

One proposal was received by the College for Foreign Liability Insurance. Montalvo Insurance Agency (incumbent vendor), submitted a proposal through ACE American Insurance Company (A+ XV) for an annual premium of \$8,201.

**Recommendation:**

**On behalf of South Texas College, we recommend the award and purchase of foreign liability insurance from Montalvo Insurance through ACE American Insurance for an annual premium of \$8,201 with a policy term of September 1, 2023 through August 31, 2024.**

Sincerely,

Chase Carlisle, CIC, CMIP, CPCU  
Vice President



**Foreign Liability Insurance  
Project No. 23-24-1001**

| Vendor   | Montalvo Insurance Agency  | Montalvo Insurance Agency  |
|--|----------------------------|----------------------------|
|  | Current Program            | Proposed                   |
| Insurance Company  | ACE American Insurance Co. | ACE American Insurance Co. |
| A.M. Best Rating   | A++ XV                     | A++ XV                     |
| Admitted/Non Admitted  | Admitted                   | Admitted                   |
|  |                            |                            |
| <i>General Liability</i>                                     |                            |                            |
| Each Occurrence  | \$ 1,000,000               | \$ 1,000,000               |
| General Aggregate  | \$ 2,000,000               | \$ 2,000,000               |
| Products/Co. Ops Aggregate                                   | \$ 2,000,000               | \$ 2,000,000               |
| Damage to Premises Rented to You limit<br>(Any one premises) | \$ 1,000,000               | \$ 1,000,000               |
| Personal & Advertising Injury                                | \$ 1,000,000               | \$ 1,000,000               |
| Medical Expense Limit  | \$ 25,000                  | \$ 25,000                  |
|  |                            |                            |
| Employee Benefits Liability<br>(\$1,000 Deductible)          | \$ 1,000,000               | \$ 1,000,000               |
|  |                            |                            |
| Automobile Liability - Contingent                            | \$ 1,000,000               | \$ 1,000,000               |
|  |                            |                            |
| <b>Total:</b>  | <b>\$ 8,201</b>            | <b>\$ 8,201</b>            |

**SOUTH TEXAS COLLEGE  
FOREIGN LIABILITY INSURANCE  
PROJECT NO. 23-24-1001  
EVALUATION SUMMARY**

|                                |  |                              |       |
|--------------------------------|--|------------------------------|-------|
| <b>VENDOR</b>                  |  | Montalvo<br>Insurance Agency |       |
| <b>ADDRESS</b>                 |  | 208 S Texas Blvd             |       |
| <b>CITY/STATE/ZIP</b>          |  | Weslaco, TX 78596            |       |
| <b>PHONE</b>                   |  | 956-968-5521                 |       |
| <b>FAX</b>                     |  | 956-969-9198                 |       |
| <b>CONTACT</b>                 |  | Ramon Montalvo, III          |       |
| 1                              | The purchase price. (up to 47 points)  | 47                           | 47    |
|                                |  | 47                           |       |
|                                |  | 47                           |       |
|                                |  | 47                           |       |
| 2                              | The reputation of the vendor and the vendor's goods or services. (up to 10 points)   | 10                           | 9.5   |
|                                |  | 10                           |       |
|                                |  | 9                            |       |
|                                |  | 9                            |       |
| 3                              | The quality of the vendor's goods and/or services. (up to 16 points)   | 16                           | 15.25 |
|                                |  | 16                           |       |
|                                |  | 14                           |       |
|                                |  | 15                           |       |
| 4                              | The extent to which the vendor's goods and/or services meet the College's needs. (up to 18 points)   | 16                           | 16.25 |
|                                |  | 18                           |       |
|                                |  | 14                           |       |
|                                |  | 17                           |       |
| 5                              | The vendor's past relationship with the College. (up to 3 points)  | 3                            | 3     |
|                                |  | 3                            |       |
|                                |  | 3                            |       |
|                                |  | 3                            |       |
| 6                              | The impact on the ability of the College to comply with laws relating to Historically Underutilized Businesses. (up to 1 point)  | 0                            | 0     |
|                                |  | 0                            |       |
|                                |  | 0                            |       |
|                                |  | 0                            |       |
| 7                              | For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner:<br>a. has its principal place of business in this state; or<br>b. employs at least 500 persons in this state. (up to 5 points) | 5                            | 5     |
|                                |  | 5                            |       |
|                                |  | 5                            |       |
|                                |  | 5                            |       |
| <b>TOTAL EVALUATION POINTS</b> |  | 96                           |       |
| <b>RANKING</b>                 |  | 1                            |       |



July 24, 2023

Ms. Mary Elizondo  
Vice President for Finance & Administrative Services  
South Texas College  
PO Box 9701  
Mc Allen, Texas 78501

**RE: Cyber Liability Insurance  
Effective September 1, 2023**

Dear Ms. Elizondo,

Two proposals were received by the college for Cyber Liability Insurance.

**Montalvo Insurance Agency**  
AIG Specialty Insurance Company  
Annual Premium: \$43,608

**Gallagher Risk Management (Incumbent)**  
Homeland Insurance Co of NY  
Option 1: Annual Premium: \$45,000  
  
Option 2: Annual Premium \$65,000

**Recommendation:**

**On behalf of South Texas College, we recommend that the College award the cyber insurance to Montalvo Insurance Agency through AIG Specialty Insurance in the amount of \$43,608 effective September 1, 2023.**

Sincerely,

Chase Carlisle, CIC, CMIP, CPCU  
Vice President



**Cyber Insurance  
Project No. 23-24-1001**

|  |                                   |                                 | Option 1                          | Option 2                          |
|--|-----------------------------------|---------------------------------|-----------------------------------|-----------------------------------|
| Vendor   | Gallagher Risk Management         | Montalvo Insurance Agency       | Gallagher Risk Management         | Gallagher Risk Management         |
|  | Current Program                   | Proposed                        | Proposed                          | Proposed                          |
| Insurance Company  | Homeland Insurance Co of New York | AIG Specialty Insurance Company | Homeland Insurance Co of New York | Homeland Insurance Co of New York |
| A.M. Best Rating   | A+ XV                             |                                 | A+ XV                             | A+ XV                             |
| Admitted/Non Admitted  | Non Admitted                      |                                 | Non Admitted                      | Non Admitted                      |
| Cyber Liability  | \$ 2,000,000                      | \$ 2,000,000                    | \$ 2,000,000                      | \$ 2,000,000                      |
| Legal, Forensic & Public Relations Crisis/Management               | Included                          | Included                        | Included                          | Included                          |
| <b>First Party Loss</b>  |                                   |                                 |                                   |                                   |
| Business Interruption Loss (resulting from Security Breach)        | \$ 2,000,000                      | \$ 2,000,000                    | \$ 2,000,000                      | \$ 2,000,000                      |
| Dependent Business Loss (resulting from dependent Security Breach) | \$ 1,000,000                      | Included                        | \$ 1,000,000                      | \$ 2,000,000                      |
| Cyber Extortion Loss   | \$ 2,000,000                      | \$ 2,000,000                    | \$ 2,000,000                      | \$ 2,000,000                      |
| Data Recovery Costs  | \$ 2,000,000                      | \$ 2,000,000                    | \$ 2,000,000                      | \$ 2,000,000                      |
| <b>Liability Coverage</b>  |                                   |                                 |                                   |                                   |
| Data & Network Liability   | \$ 2,000,000                      | \$ 2,000,000                    | \$ 2,000,000                      | \$ 2,000,000                      |
| Regulatory Defense & Penalty                                       | \$ 2,000,000                      | \$ 2,000,000                    | \$ 2,000,000                      | \$ 2,000,000                      |
| Payment Card Liability   | \$ 2,000,000                      | \$ 2,000,000                    | \$ 2,000,000                      | \$ 2,000,000                      |
| Media Liability  | \$ 2,000,000                      | \$ 2,000,000                    | \$ 2,000,000                      | \$ 2,000,000                      |
| <b>eCrime Coverage</b>   |                                   |                                 |                                   |                                   |
| Fraudulent Instruction   | \$ 100,000                        | not defined                     | \$ 250,000                        | \$ 250,000                        |
| Funds Transfer Fraud   | \$ 100,000                        | not defined                     | \$ 250,000                        | \$ 250,000                        |
| Telephone Fraud  | \$ 100,000                        | not defined                     | \$ 250,000                        | \$ 250,000                        |
| <b>Retention</b>   |                                   |                                 |                                   |                                   |
| Legal, Forensic & Public Relations Crisis/M                        | \$ 100,000                        | \$ 50,000                       | \$ 100,000                        | \$ 100,000                        |
| Business Interruption Waiting Period                               | 12 hours                          | 12 Hours                        | 24 Hours                          | 24 Hours                          |
| <b>Continuity Date</b>   | 9/13/2022                         | Policy Inception                | Policy Inception                  | Policy Inception                  |
| <b>TOTAL:</b>  | <b>\$50,000</b>                   | <b>\$43,608</b>                 | <b>\$45,000</b>                   | <b>\$65,000</b>                   |
| <b>*Optional Limit \$3,000,000 Premium</b>                         |                                   | <b>\$58,371</b>                 |                                   |                                   |



**SOUTH TEXAS COLLEGE  
CYBER LIABILITY INSURANCE  
PROJECT NO. 23-24-1001  
EVALUATION SUMMARY**

|                                |   | <b>Option 1</b>                                    |       | <b>Option 2</b>                                    |       |                           |     |
|--------------------------------|---|--|-------|--|-------|---------------------------|-----|
| <b>VENDOR</b>                  |   | Arthur J. Gallagher Risk Management Services, LLC. |       | Arthur J. Gallagher Risk Management Services, LLC. |       | Montalvo Insurance Agency |     |
| <b>ADDRESS</b>                 |   | 418 E Tyler Ave Ste B                              |       | 418 E Tyler Ave Ste B                              |       | 208 S Texas Blvd          |     |
| <b>CITY/STATE/ZIP</b>          |   | Harlingen, TX 78550                                |       | Harlingen, TX 78550                                |       | Weslaco, TX 78596         |     |
| <b>PHONE</b>                   |   | 956-423-6986                                       |       | 956-423-6986                                       |       | 956-968-5521              |     |
| <b>FAX</b>                     |   | 956-423-4205                                       |       | 956-423-4205                                       |       | 956-969-9198              |     |
| <b>CONTACT</b>                 |   | Tanner Burns                                       |       | Tanner Burns                                       |       | Ramon Montalvo, III       |     |
| 1                              | The purchase price. (up to 47 points)   | 45.54  | 45.54 | 31.53  | 31.53 | 47                        | 47  |
|                                |   | 45.54  |       | 31.53  |       | 47                        |     |
|                                |   | 45.54  |       | 31.53  |       | 47                        |     |
|                                |   | 45.54  |       | 31.53  |       | 47                        |     |
|                                |   | 45.54  |       | 31.53  |       | 47                        |     |
| 2                              | The reputation of the vendor and the vendor's goods or services. (up to 10 points)  | 10   | 9     | 10   | 9     | 10                        | 9.2 |
|                                |   | 10   |       | 10   |       | 10                        |     |
|                                |   | 8  |       | 8  |       | 9                         |     |
|                                |   | 8  |       | 8  |       | 9                         |     |
|                                |   | 9  |       | 9  |       | 8                         |     |
| 3                              | The quality of the vendor's goods and/or services. (up to 16 points)  | 12   | 13.6  | 8  | 12.8  | 15                        | 15  |
|                                |   | 15   |       | 15   |       | 16                        |     |
|                                |   | 12   |       | 12   |       | 14                        |     |
|                                |   | 14   |       | 14   |       | 15                        |     |
|                                |   | 15   |       | 15   |       | 15                        |     |
| 4                              | The extent to which the vendor's goods and/or services meet the College's needs. (up to 18 points)  | 16   | 15.4  | 9  | 14    | 17                        | 16  |
|                                |   | 17   |       | 17   |       | 18                        |     |
|                                |   | 13   |       | 13   |       | 13                        |     |
|                                |   | 16   |       | 16   |       | 17                        |     |
|                                |   | 15   |       | 15   |       | 15                        |     |
| 5                              | The vendor's past relationship with the College. (up to 3 points)   | 3  | 2.8   | 3  | 2.8   | 3                         | 3   |
|                                |   | 3  |       | 3  |       | 3                         |     |
|                                |   | 3  |       | 3  |       | 3                         |     |
|                                |   | 2  |       | 2  |       | 3                         |     |
|                                |   | 3  |       | 3  |       | 3                         |     |
| 6                              | The impact on the ability of the College to comply with laws relating to Historically Underutilized Businesses. (up to 1 point)   | 0  | 0     | 0  | 0     | 0                         | 0   |
|                                |   | 0  |       | 0  |       | 0                         |     |
|                                |   | 0  |       | 0  |       | 0                         |     |
|                                |   | 0  |       | 0  |       | 0                         |     |
|                                |   | 0  |       | 0  |       | 0                         |     |
| 7                              | For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner:<br>a. has its principal place of business in this state; or<br>b. employs at least 500 persons in this state.<br>(up to 5 points) | 5  | 5     | 5  | 5     | 5                         | 5   |
|                                |   | 5  |       | 5  |       | 5                         |     |
|                                |   | 5  |       | 5  |       | 5                         |     |
|                                |   | 5  |       | 5  |       | 5                         |     |
|                                |   | 5  |       | 5  |       | 5                         |     |
| <b>TOTAL EVALUATION POINTS</b> |   | 91.34  |       | 75.13  |       | 95.2                      |     |
| <b>RANKING</b>                 |   | 2  |       | 3  |       | 1                         |     |

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**Discussion and Action as Necessary on Interlocal Agreement for Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for FY 2023 - 2024**

Purpose and Justification – Administration requests the Committee recommend Board approval of the Interlocal Agreement for Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for a one-year period of September 1, 2023 through August 31, 2024.

Background - The Interlocal Agreement for Transportation Services between STC and the LRGVDC for FY 2023 - 2024 is needed to provide transportation services to STC students. The Interlocal Agreement is intended to establish an intercampus bus route to serve all the College campuses. The bus routes will benefit students, faculty, and staff of South Texas College and thereby serve the goals of both organizations by facilitating access to the College and its educational programs and increasing the use of public transportation in the area.

Information regarding the FY 2023 – 2024 Transportation Services and Agreement are presented below.

**Student Ridership Count History**

The table below reflects the ridership count history provided by the LRGVDC for the Purple Line, and Green Lines and the College’s ridership count history for the Yellow Line for FY 2019 through FY 2023 and the total net cost to STC for the same fiscal year:

| <b>Ridership Routes</b>                         | <b>FY 18 - 19</b> | <b>FY 19 – 20</b> | <b>FY 20 - 21</b>            | <b>FY 21 - 22</b> | <b>FY 22 – 23 <sup>1</sup></b> |
|---|-------------------|-------------------|------------------------------|-------------------|--------------------------------|
| Yellow Line <sup>4</sup>                        | 24,035            | 13,289            | 595                          | 1,483             | 1,864                          |
| Park & Ride <sup>2</sup>                        | 20,870            | 18,070            | 0                            | 0                 | 0                              |
| Green Line <sup>4</sup> (Starr Campus to Pecan) | 13,925            | 7,379             | 831                          | 2,114             | 1,900                          |
| Green Line <sup>4</sup> (Route 60-Roma)         | 6,180             | 4,278             | 90                           | 1,376             | 2,121                          |
| Purple Line <sup>3</sup> (Mid Valley to NAH)    | 7,517             | 4,267             | 38                           | 0                 | 0                              |
| <b>Total Ridership</b>                          | <b>72,527</b>     | <b>47,283</b>     | <b>1,554</b>                 | <b>4,973</b>      | <b>5,885</b>                   |
| <b>Total Net Cost</b>                           | <b>\$382,084</b>  | <b>\$317,213</b>  | <b>\$84,112 <sup>5</sup></b> | <b>\$254,431</b>  | <b>\$272,199</b>               |

<sup>1</sup>FY 2023 Ridership as of June 2023

<sup>2</sup>Service ended March 2020 and did not resume after FY 2019 - 2020

<sup>3</sup>Cancelled October 2020

<sup>4</sup>Operating a reduced service beginning FY 2021

<sup>5</sup>CARES Act funding was provided in FY 21

Although ridership has decreased substantially and the total net cost has also decreased due to the reduced service being provided by the Jag Express, the total net cost has not reduced proportionally. In fiscal year FY 2019 the cost per rider was \$5.27 compared to the current year where cost per rider is \$46.25.

### Green Lines Student and Public Total Ridership Count

The table below reflects the total ridership count history provided by the LRGVDC for the Green Lines for the period of, September 2022 through June 2023. The data is separated by total riders Monday – Thursday, riders on Fridays and the number of student and public riders.

| Green Line Ridership (Trips) Student and Public<br>September 2022 through June 2023 |               |            |               |            |                          |
|---|---------------|------------|---------------|------------|--------------------------|
| Ridership Routes  | Student Trips |            | Public Trips  |            | Total Student and Public |
|   | Mon. – Thurs. | Friday     | Mon. – Thurs. | Friday     |                          |
| Green Line (Route 60-Roma)  | 2,088         | 33         | 2,696         | 686        | 5,503                    |
| Green Line (Starr Campus to Pecan)  | 1,795         | 105        | 333           | 43         | 2,276                    |
| <b>Total</b>  | <b>3,883</b>  | <b>138</b> | <b>3,029</b>  | <b>729</b> | <b>7,779</b>             |
| <i>Avg. Per Day for the year</i>  | <i>971</i>    | <i>138</i> | <i>757</i>    | <i>729</i> | <i>2595</i>              |
| <b>Percentage Use</b>   | <b>50%</b>    | <b>2%</b>  | <b>39%</b>    | <b>9%</b>  | <b>100%</b>              |
| <b>Percentage Use Student and Public</b>  | <b>52%</b>    |            | <b>48%</b>    |            | <b>100%</b>              |

The table below reflects the monthly average of the Green Line Ridership for the period of September 2022 through June 2023.

| Green Line Monthly Average Ridership<br>September 2022 through June 2023 |               |           |               |           |                                  |
|--|---------------|-----------|---------------|-----------|----------------------------------|
| Ridership Routes   | Student Trips |           | Public Trips  |           | Total Monthly Student and Public |
|  | Mon. – Thurs. | Friday    | Mon. – Thurs. | Friday    |                                  |
| Green Line (Route 60-Roma)   | 209           | 3         | 270           | 68        | 550                              |
| Green Line (Starr Campus to Pecan)                                       | 180           | 10        | 34            | 4         | 228                              |
| <b>Total</b>   | <b>389</b>    | <b>13</b> | <b>304</b>    | <b>72</b> | <b>778</b>                       |
| <i>Avg. Per Day by Month</i>   | <i>97</i>     | <i>13</i> | <i>76</i>     | <i>72</i> | <i>258</i>                       |
| <b>Percentage Use</b>  | <b>50%</b>    | <b>2%</b> | <b>39%</b>    | <b>9%</b> | <b>100%</b>                      |
| <b>Percentage Use Student and Public</b>                                 | <b>52%</b>    |           | <b>48%</b>    |           | <b>100%</b>                      |

**Alternate Cost Models for Fiscal Year 2023 – 2024**

Below are the service days for the current Interlocal Agreement and the three alternate cost models for Transportation Services for Fiscal Year 2023 - 2024:

| <b>Weekly Service Days</b>         |                |                     |                     |                     |
|------------------------------------|----------------|---------------------|---------------------|---------------------|
| <b>Ridership Routes</b>            | <b>Current</b> | <b>Cost Model 1</b> | <b>Cost Model 2</b> | <b>Cost Model 3</b> |
| Green Line (Route 60-Roma)         | M - F          | M - F               | M - Th.             | No Service          |
| Green Line (Starr Campus to Pecan) | M - F          | M - F               | M - Th.             | M - F               |
| Yellow Line                        | M - F          | M - F               | M - F               | M - F               |

Below is a summary of the costs for the current Interlocal Agreement and three alternate cost models.

|   | <b>Current Agreement</b>    | <b>Cost Model 1</b>         | <b>Cost Model 2</b>         | <b>Cost Model 3</b>         |
|---|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
|   | <b>Total Operating Cost</b> | <b>Total Operating Cost</b> | <b>Total Operating Cost</b> | <b>Total Operating Cost</b> |
| <b>Green Line – Route 60 – Roma M - F</b>     |                             |                             |                             |                             |
|   |                             | <b>M - F</b>                | <b>M - Th</b>               | <b>No Service</b>           |
| Total Cost                                    | \$168,872                   | \$182,381                   | \$145,905                   | \$0                         |
| Grant Reimbursement                           | 97,948                      | 105,783                     | 84,627                      | 0                           |
| Net STC Cost                                  | \$70,924                    | \$76,598                    | \$61,278                    | \$0                         |
| <b>Green Line – Rio Grande City M - F</b>     |                             |                             |                             |                             |
|   |                             | <b>M - F</b>                | <b>M - Th</b>               | <b>M - Th</b>               |
| Total Cost                                    | \$225,026                   | \$243,028                   | \$194,422                   | \$194,422                   |
| Grant Reimbursement                           | 131,132                     | 141,623                     | 113,298                     | 113,298                     |
| Net STC Cost                                  | \$93,894                    | \$101,405                   | \$81,124                    | \$81,124                    |
| <b>Yellow Line – McAllen 3 Campuses M - F</b> |                             |                             |                             |                             |
|   |                             | <b>M - F</b>                | <b>M - F</b>                | <b>M - F</b>                |
| Total Cost                                    | \$240,500                   | \$335,061                   | \$335,061                   | \$335,061                   |
| Grant Reimbursement                           | 133,119                     | 185,195                     | 185,195                     | 185,195                     |
| Net STC Cost                                  | \$107,381                   | \$149,866                   | \$149,866                   | \$149,866                   |
| <b>Total All Lines</b>                        |                             |                             |                             |                             |
| Total Cost                                    | \$634,398                   | \$760,470                   | \$675,388                   | \$529,484                   |
| Grant Reimbursement                           | 362,199                     | 432,601                     | 383,120                     | 298,493                     |
| Net STC Cost                                  | \$272,199                   | \$327,869                   | \$292,268                   | \$230,990                   |
| Net Change                                    | -                           | 55,670                      | 20,069                      | (41,209)                    |

### Proposed Cost Model

- Staff proposes Cost Model 2 whereby the Green Line Route 60 (Roma) and Green Line 1 (Starr County Campus to Pecan Campus) route only operate Monday – Thursday. The routes will not operate on Fridays due to the low student ridership.
- Continue the Interlocal Agreement with LRGVDC for the Yellow Line transportation routes, Monday – Friday.
- The total estimated STC net cost for the Green Line routes will decrease by \$35,601 when compared to the STC net cost on cost model 1 and will increase by \$20,069 from the current year.

Reliable alternate transportation services for students traveling from Rio Grande City or Roma to the Pecan Campus have not been identified.

Funding Source - Funds for this expenditure are budgeted in the Student Transportation Services budget for FY 2023 - 2024.

Reviewers – The Interlocal Agreement was reviewed by Tom Logan, Director of Valley Metro at the LRGVDC, Vice President for Finance and Administrative Services, Chief of Police for Department of Public Safety, Comptroller, Contract Manager, and the College's Legal Counsel. The FY 2023 - 2024 Interlocal Agreement is still pending final approval by the LRGVDC.

Enclosed Documents – A copy of the draft Interlocal Agreement, PowerPoint presentation, and the Valley Metro Ridership Report follow in the packet for the Committee's information and review.

Tom Logan from the LRGVDC, Mary Elizondo, Vice President for Finance and Administrative Services, Ruben Suarez, Chief of Police for the Department of Public Safety, and Alina O. Cantu, Public Safety and Transportation Services Manager, will be present at the Committee Meeting to address any questions.

It is requested that the Committee recommend Board approval on the Interlocal Agreement for Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for a one-year period of September 1, 2023 through August 31, 2024, as presented, and contingent upon approval by the LRGVDC.

**INTERLOCAL AGREEMENT FOR TRANSPORTATION SERVICES  
BETWEEN SOUTH TEXAS COLLEGE AND  
THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL**

**I. INTRODUCTION**

This Interlocal Agreement for Transportation Services (“Agreement”) entered into to be effective as of September 1, 2023, is between South Texas College, a political subdivision of the State of Texas (“College”), and the Lower Rio Grande Valley Development Council, a voluntary association of local governments in Cameron, Hidalgo, Starr, and Willacy Counties (“LRGVDC”). This Agreement is made pursuant to chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”), as amended.

**RECITALS**

WHEREAS, the College currently owns six (6) transportation buses to serve its students’ transportation needs to and from College campuses through the Circulator (Yellow) transportation routes;

WHEREAS, LRGVDC owns and operates a regional public transportation system;

WHEREAS, the College and LRGVDC wish to join efforts to establish a more efficient and economical bus transportation service which will connect the campuses of the College for the benefit of College students, staff and faculty; and

WHEREAS, the transportation service will advance the objective of improving access to the College’s educational programs by increasing public transportation use in the Lower Rio Grande Valley;

NOW THEREFORE, in consideration of the promises and of the mutual covenants contained herein, the parties agree as follows:

**II. ROLE OF THE LRGVDC for the Starr (Green) transportation route**

LRGVDC shall have the following responsibilities:

1. Provide bus routes to serve the Starr County campus during the College’s business days and hours of service according to the attached schedule on Exhibit A;
2. Operate and maintain its public transit system in compliance with regulations and guidelines of the LRGVDC, the Texas Department of Transportation (“TxDOT”) and the Federal Transit Administration (“FTA”) as referenced in the attached LRGVDC Federal Transit Administration Certification and Assurances on Exhibit B;
3. Comply with Title VI (Circular 4702.1B “Title VI Requirements and Guidelines) of the Civil Rights Act of 1964 in accordance with Federal Transit Administration (FTA) grant recipient requirements;
4. Provide certifications and assurances that it will abide by all federal rules and regulations when using FTA funds in connection with this Agreement;
5. Ensure that College students, faculty and staff have access to bus transportation services provided hereunder free of charge upon presentation of an official identification card upon boarding; The Fast Ride micro-transit service and RGV Metro Express is not included in fare-free boarding.
6. Track all trips by College students, faculty and staff;
7. Provide College with monthly ridership participation reports within ten (10) working days after the last day of the month for which ridership participation is being reported;
8. Develop initiatives in coordination with the College to ensure that all reasonable efforts are undertaken to increase use of the transportation services;
9. Lease ~~three~~ ~~two~~ (32) buses to the College which will be operated and maintained by the College to

- perform its obligations under this Agreement;
10. Maintain primary liability (within the limits of the Texas Tort Claims Act) and property insurance coverage on all its buses operating Green Line routes, in compliance with TxDOT and FTA requirements, and upon request, supply evidence of insurance coverage to the College; and
  11. Calculate and provide the College with a good faith estimate of the total operating costs and the total maintenance expenses for the operation of the Green Line (Route 1) and the Green Line (Route 60) for the Fall 2023, Spring 2024 and Summer 2024 semesters.

### III. ROLE OF COLLEGE

The College shall have the following responsibilities:

1. Operate and maintain six (6) buses owned by the College and ~~three (3)~~ two (2) buses leased from LRGVDC, as listed on Exhibit C, for the Circulator (Yellow) transportation routes during the College's business days and hours of service according to the attached schedule on Exhibit A;
2. Promote ridership by College students, faculty and staff (promotion efforts will include publicizing the service through newsletters, email notifications, signage at special events and semester registration, and other means the College determines would be effective at increasing participation and raising awareness of the service);
3. Designate boarding locations at each campus with appropriate signage at each of its campus stop locations;
4. Maintain primary liability (within the limits of the Texas Tort Claims Act) and property insurance coverage on all its buses, including buses being leased to the College, in compliance with TxDOT and FTA requirements, and upon request, supply evidence of such insurance coverage to LRGVDC; and
5. Operate and maintain its public transit system in compliance with regulations and guidelines of the LRGVDC and the Texas Department of Transportation ("TxDOT");
6. Report transportation data to the National Transit Database (NTD) as required; and
7. Pay LRGVDC an amount equal to fifty (50) percent of the total operating costs and twenty (20) percent of the total maintenance expenses, as estimated by LRGVDC, for the operation of the Green Line (Route 1) and the Green Line (Route 60) for the Fall 2023, Spring 2024 and Summer 2024 semesters ("Local Match Payment").

### IV. CONTRACT AMOUNT AND COMPENSATION

#### A. Expense Reimbursement and Payment

On a monthly basis during the term of this Agreement, the College will submit to LRGVDC reimbursement vouchers with supporting documentation showing its operating costs, maintenance expenses and in-kind costs arising from the operation of the Circulator (Yellow) transportation routes. LRGVDC shall remit payment to the College for fifty (50) percent of the total operating costs and eighty (80) percent of the total maintenance expenses incurred by the College in the operation of the Circulator (Yellow) transportation routes. LRGVDC acknowledges that the total amount of the reimbursement payments to the College pursuant to this Agreement for the operations and maintenance of the Circulator (Yellow) transportation routes is estimated to be \$185,195. Each monthly report will be on College letterhead and approved and signed by an individual with the authority to request payment.

As consideration for the services to be provided by LRGVDC under this Agreement, the College will remit the Local Match Payment to LRGVDC in the amount of \$52,274.38 for the Fall 2023 semester, \$55,879.51 for the Spring 2024 semester and \$34,248.73 for the Summer 2024 semester.

### V. TERM

The term of this Agreement begins on **September 1, 2023** and expires on **August 31, 2024**.

**VI. TERMINATION**

In the event of a material breach of this Agreement by one of the parties, the non-breaching party, without waiving any other remedy, may terminate this Agreement upon ten (10) days advance written notice of termination to the breaching party setting forth the nature of the material breach. The termination will not be effective if the material breach is fully cured prior to the ten (10) day period.

The Agreement may be terminated with or without cause by the College or LRGVDC upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due to the College for transportation services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

**VII. AMENDMENT**

Written amendments, signed by both parties, will be required for any revisions, deletions and/or additions to the Agreement.

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Event"). If a Force Majeure Event occurs that will delay either party in the performance of its obligations under this Agreement, such party shall promptly notify the other party in writing of such condition and cause thereof no later than ten (10) days after the Force Majeure Event. Provided, however, that if a Force Majeure Event occurs, each party agrees to use its best efforts to mitigate the impact of the occurrence so that the party may continue to carry out its obligations hereunder during the occurrence.

**VIII. COOPERATION**

The parties understand and agree that the services described in this Agreement depend upon timely and open communications between the parties. In this regard, communication of issues, changes, or problems that arise should occur as early as possible. Each party agrees to work cooperatively and in good faith in a manner that ensures timely resolution of issues.

**IX. NOTICES**

Except as otherwise specifically provided in this Agreement, all notices, consents, approvals, demands, requests or other communications provided for or permitted under this Agreement will be in writing and will be deemed to have been duly given or served when delivered by hand delivery, email or fax or deposited in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to College: South Texas College  
3201 W. Pecan Blvd.  
McAllen, TX 78501  
Attention: Ruben Suarez, Chief of Police  
Phone: 956-872-2300  
Email: rsuarez8@southtexascollege.edu

With copy to: South Texas College

3201 W. Pecan Blvd.  
McAllen, TX 78501  
Attention: Mary G. Elizondo, VP for Finance & Administrative Services  
Phone: 956-872-3559  
Email: marye@southtexascollege.edu

If to LRGVDC: Lower Rio Grande Valley Development Council  
301 W. Railroad  
Weslaco, TX 78596  
Attention: Manuel Cruz, Executive Director for LRGVDC  
Phone: 956-682-3481  
Email: mcruz@lrgvdc.org

*With copy to:* Lower Rio Grande Valley Development Council  
510 S Pleasantview Dr.  
Weslaco, TX 78596  
Attention: Tom Logan, Director for Valley Metro  
Phone: 956-969-5761  
Email: tlogan@lrgvdc.org

## **X. GENERAL PROVISIONS**

### **A. Additional Obligations and Rights**

1. LRGVDC shall be responsible for and provide, at its sole expense, adequate equipment inspections, preventative maintenance, and fuel for the Starr (Green) shuttle buses.
2. The College shall be responsible for and provide preventative maintenance with respect to the Circulator (Yellow) shuttle buses, and the College shall provide preventative maintenance reports to LRGVDC.
3. The College may place advertising wraps on buses subject to their removal upon termination of the Agreement.
4. The Valley Metro logo and the LRGVDC name will be included on the exterior of buses used in service and owned by Valley Metro and operated by the College for the Circulator (Yellow) transportation routes.
5. At the College's request, Valley Metro shall provide, at its expense, training to the College's staff regarding FTA and TxDOT requirements and expectations under this Agreement.
6. The College will designate a person as its lead representative in connection with this Agreement as well as an additional person who will serve as the backup to the lead representative. Designated representatives will meet periodically for the purpose of exchanging updates, requesting information, providing technical assistance, and engaging in oversight of compliance with the terms and conditions of this Agreement.
7. LRGVDC will perform all grant management activities regarding this Agreement, including submission of a grant application to FTA for project funds, fiscal management, periodic reporting to FTA and triennial review reporting.
8. LRGVDC will perform periodic oversight and compliance of College activities for Circulator (Yellow) Line transportation route to ensure that the service is operated as public transportation and that all elements of this Agreement are followed. This will include, without limitation, inspections of buses, inspections of facilities, safety and security reviews, drug and alcohol reviews, annual reviews, report generation, and similar activities.
9. LRGVDC will claim the College's ridership, mileage, hours, and other statistical numbers in its reports and will publicize, market, and otherwise include the College's services as part of its public

transportation network.

10. LRGVDC will institute a complaint process to record and address customer complaints, including discrimination complaints.
11. The College will record and submit any complaints to an LRGVDC representative within 24 hours from the receipt of such complaint.
12. For the duration of this Agreement, LRGVDC shall, at no additional cost to the College, lease ~~three~~ **two** buses to the College to be operated in the Circulator (Yellow) transportation routes. The responsibility for the maintenance and operation costs thereof are elsewhere provided for in this Agreement.

#### **B. Circulator (Yellow) Transportation Route**

1. The College will operate the Circulator (Yellow) transportation routes as public transportation for the benefit of the College community. In this regard, it is acknowledged that if space is available, a person who is not a College student, faculty or staff, may be provided ridership, but only from and to an official College campus location, consistent with 49 United States Code (USC), Chapter 53, as described in Exhibit A.
2. The College will use its own staff and six (6) buses owned by the College and ~~three (3)~~ **two (2)** buses leased from LRGVDC, to provide public transportation services for the Circulator (Yellow) transportation routes. College staff will at all times remain employees of the College.
3. Buses must be parked in a safe and secure location. LRGVDC maintenance staff will have access to the buses to ensure that buses are properly maintained and operating in good conditions.
4. The College will provide service reports for Circulator (Yellow) shuttles.
5. The College will maintain auto primary liability on all College-owned buses and leased buses within the limits of the Texas Tort Claims Act.

#### **C. Maintenance - Starr (Green Line) Transportation Route**

1. LRGVDC will provide maintenance services with its own staff for buses used in connection with this Agreement. These maintenance activities will adhere to the *LRGVDC Vehicle Maintenance Plan* and will include:
  - a. Responding to road calls;
  - b. Providing routine preventive maintenance according to the manufacturer's specified maintenance schedule and FTA standards;
  - c. Detailing/cleaning buses once a week;
  - d. Providing tire replacement service according to the manufacturer's schedule;
  - e. Providing brake maintenance according to the manufacturer's schedule;
  - f. Providing out-of-cycle repairs as necessary;
  - g. Coordinating warranty work according to manufacturer guidelines;
  - h. Keeping an inventory of all tools, equipment, parts, materials, and supplies;
  - i. Keeping maintenance records of all activities, including work orders;
  - j. Ensuring that all maintenance activities are safe and secure; and
  - k. Adhering to the maintenance plan.

If a major repair or other repair is needed in connection with any equipment used to provide services for the Starr (Green Line) bus lines that will exceed the established maintenance budget, LRGVDC will present the College a plan of action to address the repair, including the cost and timeline for repair.

2. LRGVDC will perform periodic oversight of the College activities to ensure that the service is operated as public transportation and that all elements of this Agreement are followed. This includes, without limitation, inspections of buses, inspections of facilities, safety and security reviews, annual reviews, report generation, and similar activities.

#### **D. Warranties**

1. The College warrants that (a) the transportation services are necessary and authorized for activities that are properly within its statutory functions and programs; (b) it has the authority to contract for the services under authority granted in § 130.022, 130.010, and 130.084, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary legal authority and has received all necessary approvals to execute and deliver this Agreement; and (4) the officer signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.
2. LRGVDC warrants that (1) it has authority to perform the services under authority granted in Chapter 791, *Texas Government Code*; (2) it has all necessary legal authority and has received all necessary approvals to execute and deliver this Agreement; and (3) the officer signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.

**E. Capital**

1. LRGVDC will initiate the process of procuring capital improvements under this Agreement upon request of the College.

**F. Miscellaneous**

1. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. Venue for any action under this Agreement shall be Hidalgo County, Texas.
2. This Agreement may not be assigned except upon written approval by LRGVDC and College.
3. In case any provision in this Agreement shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
4. No joint venture or partnership is formed as a result of this Agreement. No employees, agents, or subcontractors of one party shall be deemed, or represent themselves to be, employees or agents of the other party. All transportation services provided by LRGVDC are on an independent contractor basis.
5. This Agreement may be amended or modified only by a written instrument executed by both parties.
6. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.
7. The College will maintain records of all documents and materials related to the performance of its obligations under this Agreement. The College agrees to allow LRGVDC to inspect and evaluate the work performed and any records under this Agreement.

**The undersigned acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions.**

**South Texas College**

**Lower Rio Grande Valley Development Council**

\_\_\_\_\_  
**Ricardo Solis, M.B.A., Ph. D.**  
**President**

\_\_\_\_\_  
**Manuel Cruz**  
**Executive Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

# Exhibit A

## Fiscal Year 2023 - 2024 Transportation Schedule

### Fall 2023 Semester

Full Service - Begins August 28, 2023

Full Service - Ends December 15, 2023

### Breaks In Service

September 4, 2023 - Labor Day

September 29, 2023 – Fall Convocation

November 23 - 26, 2023 – Thanksgiving Holiday

December 20, 2023 - January 4, 2024 - Winter Break

January 16, 2024 - Martin Luther King Jr. Day

February 9, 2024 – College - Wide Professional Development Day

March 11 - 17, 2024 - Spring Break

March 28 - 31, 2024 - Semester Break

May 27, 2024 - Memorial Day

June 19, 2023 – Juneteenth

July 4, 2024 - Independence Day

### Spring 2024 Semester

Full Service - Begins January 16, 2024

Full Service - Ends May 9, 2024

### Summer 2024 Semesters

Limited Service – Begins June 3, 2024

Limited Service – Ends August 9, 2024

## Green Line Route

The Valley Metro-operated Green Line operates Monday – Thursday, it stops at various locations throughout the Valley including HEB, Stripes and Border Town. The stops for this route for the FY 2023 - 2024 are as follows:

| STC Starr County | Bus Station | Alto Bonito Stripes | Sullivan Stripes | Higher Ed Center-La Joya | HEB Mission | STC Pecan Campus | La Placita Mission | Higher Ed Center-La Joya | Jesse's Meat Market | Border Town | Bus Station | STC Starr County | NAH    |
|------------------|-------------|---------------------|------------------|--------------------------|-------------|------------------|--------------------|--------------------------|---------------------|-------------|-------------|------------------|--------|
| 6:00am           |             |                     |                  |                          |             | 7:30am           | 7:45am             | 8:10am                   | 8:20am              | 8:30am      | 8:45am      | 9:00am           | 7:15am |
| 9:05am           | 9:20am      | 9:35am              | 9:45am           | 9:55am                   | 10:20am     | 10:35am          | 10:50am            | 11:15am                  | 11:25am             | 11:35am     | 11:50am     | 12:05pm          |        |
| 1:00pm           | 1:15pm      | 1:30pm              | 1:40pm           | 1:50pm                   | 2:15pm      | 2:30pm           | 2:45pm             | 3:10pm                   | 3:20pm              | 3:30pm      | 3:45pm      | 4:00pm           |        |
| 4:05pm           | 4:20pm      | 4:35pm              | 4:45pm           | 4:55pm                   | 5:20pm      | 5:35pm           | 5:50pm             | 6:15pm                   | 6:25pm              | 6:35pm      | 6:50pm      | 7:05pm           |        |

## Green Line - Route 60

The Valley Metro-operated Green Line – Route 60 operates Monday – Thursday. The stops for this route for the FY 2023 - 2024 are as follows:

| STC Starr County | Bus Station | Escobares City Hall | Roma City Hall | Escobares City Hall | STC Starr County |
|------------------|-------------|---------------------|----------------|---------------------|------------------|
| 8:00am           | 7:10am      | 7:25am              | 7:35am         | 7:45am              | 8:00am           |
| 9:00am           | 8:10am      | 8:25am              | 8:35am         | 8:45am              | 9:00am           |
| 10:00am          | 9:10am      | 9:25am              | 9:35am         | 9:45am              | 10:00am          |
| 11:00am          | 10:10am     | 10:25am             | 10:35am        | 10:45am             | 11:00am          |
|                  | 11:10am     | 11:25am             | 11:35am        | 11:45am             | 12:00pm          |
| 2:00pm           | 1:10pm      | 1:25pm              | 1:35pm         | 1:45pm              | 2:00pm           |
| 3:00pm           | 2:10pm      | 2:25pm              | 2:35pm         | 2:45pm              | 3:00pm           |
| 4:00pm           | 3:10pm      | 3:25pm              | 3:35pm         | 3:45pm              | 4:00pm           |
| 5:00pm           | 4:10pm      | 4:25pm              | 4:35pm         | 4:45pm              | 5:00pm           |
| 6:00pm           | 5:10pm      | 5:25pm              | 5:35pm         | 5:45pm              | 6:00pm           |
|                  | 6:10pm      |                     |                |                     |                  |

## Yellow Line

The Yellow Line is completely operated by South Texas College. Two buses operate from Monday through Thursday and only one bus operates on Friday. This route travels between the Pecan Campus, Technology Campus and Nursing and Allied Health Campus.

### Route 1

| <u>Pecan</u> | <u>NAH</u> | <u>Tech</u> | <u>NAH</u> | <u>Pecan</u> |
|--------------|------------|-------------|------------|--------------|
| 7:00 AM      |            | 7:20 AM     | 7:40 AM    | 8:00 AM      |
| 8:00 AM      |            | 8:20 AM     | 8:40 AM    | 9:00 AM      |
| 9:00 AM      |            | 9:20 AM     | 9:40 AM    | 10:00 AM     |
| 10:00 AM     |            | 10:20 AM    | 10:40 AM   | 11:00 AM     |
| Lunch        |            |             |            |              |
| 12:20PM      |            | 12:40PM     | 1:00PM     | 1:20PM       |
| 1:20PM       |            | 1:40PM      | 2:00PM     | 2:20PM       |
| 2:20PM       |            | 2:40PM      | 3:00PM     | 3:20PM       |
| 3:20PM       |            | 3:40PM      | 4:00PM     | 4:20PM       |
| 4:20PM       |            | 4:40PM      | 5:00PM     | 5:20PM       |
| 5:20PM       |            | 5:40PM      | 6:00PM     | 6:20PM       |
| 6:20PM       |            | 6:40PM      | 7:00PM     | 7:20PM       |

### Friday Schedule

| <u>Pecan</u> | <u>NAH</u> | <u>Tech</u> | <u>NAH</u> | <u>Pecan</u> |
|--------------|------------|-------------|------------|--------------|
| 7:00 AM      |            | 7:20 AM     | 7:40 AM    | 8:00 AM      |
| 8:00 AM      |            | 8:20 AM     | 8:40 AM    | 9:00 AM      |
| 9:00 AM      |            | 9:20 AM     | 9:40 AM    | 10:00 AM     |
| 10:00 AM     |            | 10:20 AM    | 10:40 AM   | 11:00 AM     |
| 11:00 AM     |            | 11:20 AM    | 11:40 AM   | 12:00 PM     |
| Lunch        |            |             |            |              |
| 1:00PM       |            | 1:20PM      | 1:40PM     | 2:00PM       |

### Route 2

| <u>Pecan</u> | <u>NAH</u> | <u>Tech</u> | <u>NAH</u> | <u>Pecan</u> |
|--------------|------------|-------------|------------|--------------|
| 7:20AM       | 7:40AM     | 8:00AM      |            | 8:20AM       |
| 8:20AM       | 8:40AM     | 9:00AM      |            | 9:20AM       |
| 9:20AM       | 9:40AM     | 10:00AM     |            | 10:20AM      |
| 10:20AM      | 10:40AM    | 11:00AM     |            | 11:20AM      |
| 11:20PM      | 11:40PM    | 12:00PM     |            | 12:20PM      |
| Lunch        |            |             |            |              |
| 1:50PM       | 2:10PM     | 2:30PM      |            | 2:50PM       |
| 2:50PM       | 3:10PM     | 3:30PM      |            | 3:50PM       |
| 3:50PM       | 4:10PM     | 4:30PM      |            | 4:50PM       |

Exhibit B

Certifications and Assurances

Fiscal Year 2023

**FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Lower Rio Grande Valley Development Council (LRGVDC)

The Applicant certifies to the applicable provisions of all categories: (check here)

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

| <b>Category</b>  | <b>Certification</b> |
|--|----------------------|
| 01 Certifications and Assurances Required of Every Applicant   | _____                |
| 02 Public Transportation Agency Safety Plans   | _____                |
| 03 Tax Liability and Felony Convictions  | _____                |
| 04 Lobbying  | _____                |
| 05 Private Sector Protections  | _____                |
| 06 Transit Asset Management Plan   | _____                |
| 07 Rolling Stock Buy America Reviews and Bus Testing   | _____                |
| 08 Urbanized Area Formula Grants Program   | _____                |
| 09 Formula Grants for Rural Areas  | _____                |
| 10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program | _____                |
| 11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs                            | _____                |

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs \_\_\_\_\_
- 13 State of Good Repair Grants \_\_\_\_\_
- 14 Infrastructure Finance Programs \_\_\_\_\_
- 15 Alcohol and Controlled Substances Testing \_\_\_\_\_
- 16 Rail Safety Training and Oversight \_\_\_\_\_
- 17 Demand Responsive Service \_\_\_\_\_
- 18 Interest and Financing Costs \_\_\_\_\_
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations \_\_\_\_\_
- 20 Tribal Transit Programs \_\_\_\_\_
- 21 Emergency Relief Program \_\_\_\_\_

**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: Lower Rio Grande Valley Development Council (LRGVDC)

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2023

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature [Handwritten Signature] Date: 2/6/23

Name Manuel Cruz, Executive Director Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): Lower Rio Grande Valley Development Council (LRGVDC)

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature [Handwritten Signature] Date: 2-6-23

Name Juan J. Hinojosa Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

Exhibit C  
Vehicle Listing

| STC Shuttle Buses |      |              |                    |                   |        |                 |      |       |        |  |
|-------------------|------|--------------|--------------------|-------------------|--------|-----------------|------|-------|--------|--|
| Bus #             | Year | Make         | MODEL              | VIN               | Fuel   | License Plate # | TYPE | Owner | UNIT # |  |
| 3                 | 2012 | Ford         | E-550              | 1FDGF5GY8CEA33854 | Gas    | 1134132         | XI   | STC   | 57     |  |
| 5                 | 2015 | Chevrolet    | 4500               | 1GB6G5BG1F1209980 | Gas    | 1190618         | III  | VM    | 1512   |  |
| 6                 | 2015 | Chevrolet    | 4500               | 1GB6G5BG2F1224861 | Gas    | 1190619         | III  | VM    | 1513   |  |
| 7                 | 2017 | Freightliner | Glaval Concorde II | 4UZADRDU7HCHZ3848 | Diesel | 1366988         |      | STC   | 89     |  |
| 8                 | 2017 | Freightliner | Glaval Concorde II | 4UZADRDU3HCJA0881 | Diesel | 1337711         |      | STC   | 90     |  |
| 9                 | 2016 | Ford         | E-450              | 1FDFE4FSXHDC01285 | Gas    | 1337712         | III  | STC   | 91     |  |
| 10                | 2018 | Ford         | E-450              | 1FDFE4F57JDC22651 | Gas    | 1387939         | III  | STC   | 146    |  |
| 11                | 2018 | Ford         | E-450              | 1FDFE4FS6IDC31311 | Gas    | 1411958         | III  | STC   | 171    |  |

# Jag Express Operation Recommendation for FY 2023 - 2024

Finance, Audit and Human Resources Committee Meeting  
August 8, 2023

PRESENTED BY:

**MARY G. ELIZONDO, MBA, CPA, CFE, CGMA**

Vice President for Finance and Administrative Services



## Service Map



## Ridership History

The table below reflects the ridership count provided by the LRGVDC for the Purple Line and Green Lines and the College's ridership for the Yellow Line for FY 2019, FY 2020, FY 2021, FY 2022 and FY 2023:

| Transportation Route             | FY 2019          | FY 2020<br>(Service Ended<br>March 22, 2020) | FY 2021         | FY 2022          | FY 2023<br>(As of<br>June 30, 2023) |
|----------------------------------|------------------|--|-----------------|------------------|-------------------------------------|
| <b>STC</b>                       |                  |  |                 |                  |                                     |
| Circulator (Yellow Line)         | 24,035           | 13,289                                       | 595             | 1,483            | 1,864                               |
| Park & Ride                      | 20,870           | 18,070                                       | No Service      | No Service       | No Service                          |
| <b>LRGVDC</b>                    |                  |  |                 |                  |                                     |
| Starr (Green Line 1 & 2)         | 13,925           | 7,379  | 831             | 2,114            | 1,900                               |
| Starr (Green Line Route 60/Roma) | 6,180            | 4,278  | 90              | 1,376            | 2,121                               |
| Mid Valley (Purple Line)         | 7,517            | 4,267  | 38              | No Service       | No Service                          |
| <b>Total Ridership</b>           | <b>72,527</b>    | <b>47,283</b>                                | <b>1,554</b>    | <b>4,973</b>     | <b>5,684</b>                        |
| <b>Total Net Cost</b>            | <b>\$382,084</b> | <b>\$317,213</b>                             | <b>\$84,112</b> | <b>\$254,431</b> | <b>\$272,199</b>                    |

## Green Lines Student and Public Total Ridership Count

The table below reflects the total ridership count history provided by the LRGVDC for the Green Lines for the period of, September 2022 through June 2023. The data is separated by total riders Monday – Thursday, riders on Fridays and the number of student and public riders.

Green Line Ridership (Trips) Student and Public  
September 2022 through June 2023

| Ridership Routes                     | Student Trips |            | Public Trips  |            | Total Trips        |
|--------------------------------------|---------------|------------|---------------|------------|--------------------|
|                                      | Mon. – Thurs. | Friday     | Mon. – Thurs. | Friday     | Student and Public |
| Green Line (Route 60-Roma)           | 2,088         | 33         | 2,696         | 686        | 5,503              |
| Green Line (Starr Campus to Pecan)   | 1,795         | 105        | 333           | 43         | 2,276              |
| <b>Total</b>                         | <b>3,883</b>  | <b>138</b> | <b>3,029</b>  | <b>729</b> | <b>7,779</b>       |
| <i>Avg. Per Day for the Year</i>     | 971           | 138        | 757           | 729        | 2,595              |
| Percentage Use                       | 50%           | 2%         | 39%           | 9%         | 100%               |
| Percentage Use<br>Student and Public |               | 52%        |               | 48%        | 100%               |

# Green Lines Student and Public Monthly Average Ridership Count

The table below reflects the monthly average of the Green Line Ridership for the period of, September 2022 through June 2023.

## Green Line Monthly Average Ridership September 2022 through June 2023

| Ridership Routes                   | Student Trips |           | Public Trips  |           | Total Monthly Trips |
|------------------------------------|---------------|-----------|---------------|-----------|---------------------|
|                                    | Mon. – Thurs. | Friday    | Mon. – Thurs. | Friday    | Student and Public  |
| Green Line (Route 60-Roma)         | 209           | 3         | 270           | 68        | 550                 |
| Green Line (Starr Campus to Pecan) | 180           | 10        | 34            | 4         | 228                 |
| <b>Total</b>                       | <b>389</b>    | <b>13</b> | <b>304</b>    | <b>72</b> | <b>778</b>          |
| <i>Avg. Per Day by Month</i>       | 97            | 13        | 76            | 72        | 258                 |
| Percentage Use                     | 50%           | 2%        | 39%           | 9%        | 100%                |
| Percentage Use Student and Public  | 52%           |           | 48%           |           | 100%                |

## Alternate Cost Models for Fiscal Year 2023 – 2024

Below are the service days for the current Interlocal Agreement and three alternate cost models for Transportation Services for Fiscal Year 2023 - 2024:

| Ridership Routes                   | Weekly Service Days |              |              |              |
|------------------------------------|---------------------|--------------|--------------|--------------|
|                                    | Current             | Cost Model 1 | Cost Model 2 | Cost Model 3 |
| Green Line (Route 60-Roma)         | M - F               | M - F        | M - Th.      | No Service   |
| Green Line (Starr Campus to Pecan) | M - F               | M - F        | M - Th.      | M - F        |
| Yellow Line                        | M - F               | M - F        | M - F        | M - F        |

## Alternate Cost Models for Fiscal Year 2023 – 2024

Below are the costs for the current Interlocal Agreement and three cost models which include Yellow Line, Green Line 1 (Starr to Pecan) and Route 60 (Roma).

|  | Current Agreement    | Cost Model 1         | Cost Model 2         | Cost Model 3         |
|--|----------------------|----------------------|----------------------|----------------------|
|  | Total Operating Cost | Total Operating Cost | Total Operating Cost | Total Operating Cost |
| Total Cost   | \$634,398            | \$760,470            | \$675,388            | \$529,484            |
| Grant Reimbursement                                      | 362,199              | 432,601              | 383,120              | 298,493              |
| <b>Net STC Cost</b>                                      | <b>\$272,199</b>     | <b>\$327,869</b>     | <b>\$292,268</b>     | <b>\$230,990</b>     |
| Net Change when compared to Current Interlocal Agreement | -                    | 55,670               | 20,069               | (41,209)             |

## Proposed Cost Model

- Staff proposes Cost Model 2 whereby the Green Line Route 60 (Roma) and Green Line 1 (Starr County Campus to Pecan Campus) route only operate Monday – Thursday. The routes will not operate on Fridays due to the low student ridership.
- Continue the Interlocal Agreement with LRGVDC for the Yellow Line transportation routes, Monday – Friday.
- The total estimated STC net cost for the Green Line routes will decrease by \$35,601 when compared to the STC net cost on cost model 1 and will increase by \$20,069 from the current year.



Valley Metro Green Line 1 and Route 60 (Roma)  
Total Ridership September 2022 - June 2023

| Green Line 1 (Starr to Pecan)<br>Student Ridership<br>September 2022 - June 2023 |             |            |             |
|--|-------------|------------|-------------|
| Month  | Mon - Thurs | Friday     | Total       |
| Sept   | 320         | 14         | 334         |
| Oct  | 300         | 8          | 308         |
| Nov  | 265         | 5          | 270         |
| Dec  | 65          | 1          | 66          |
| Jan  | 118         | 9          | 127         |
| Feb  | 229         | 15         | 244         |
| March  | 194         | 26         | 220         |
| April  | 215         | 17         | 232         |
| May  | 59          | 2          | 61          |
| June   | 30          | 8          | 38          |
| <b>Total</b>   | <b>1795</b> | <b>105</b> | <b>1900</b> |
| <b>Average Per Month</b>   | <b>180</b>  | <b>10</b>  | <b>190</b>  |

| Green Line 1 (Starr to Pecan)<br>Other Ridership<br>September 2022 - June 2023 |             |           |            |
|--|-------------|-----------|------------|
| Month  | Mon - Thurs | Friday    | Total      |
| Sept   | 39          | 4         | 43         |
| Oct  | 53          | 7         | 60         |
| Nov  | 39          | 0         | 39         |
| Dec  | 7           | 0         | 7          |
| Jan  | 12          | 2         | 14         |
| Feb  | 26          | 6         | 32         |
| March  | 41          | 6         | 47         |
| April  | 38          | 12        | 50         |
| May  | 46          | 0         | 46         |
| June   | 32          | 6         | 38         |
| <b>Total</b>   | <b>333</b>  | <b>43</b> | <b>376</b> |
| <b>Average Per Month</b>   | <b>34</b>   | <b>4</b>  | <b>38</b>  |

| Route 60 (Roma)<br>Student Ridership<br>September 2022 - June 2023 |             |           |             |
|--|-------------|-----------|-------------|
| Month  | Mon - Thurs | Friday    | Total       |
| Sept   | 410         | 8         | 418         |
| Oct  | 444         | 2         | 446         |
| Nov  | 312         | 1         | 313         |
| Dec  | 66          | 1         | 67          |
| Jan  | 120         | 7         | 127         |
| Feb  | 186         | 1         | 187         |
| March  | 171         | 4         | 175         |
| April  | 178         | 3         | 181         |
| May  | 62          | 4         | 66          |
| June   | 139         | 2         | 141         |
| <b>Total</b>   | <b>2088</b> | <b>33</b> | <b>2121</b> |
| <b>Average Per Month</b>   | <b>209</b>  | <b>3</b>  | <b>212</b>  |

| Route 60 (Roma)<br>Other Ridership<br>September 2022 - June 2023 |             |            |             |
|--|-------------|------------|-------------|
| Month  | Mon - Thurs | Friday     | Total       |
| Sept   | 302         | 97         | 399         |
| Oct  | 282         | 81         | 363         |
| Nov  | 275         | 33         | 308         |
| Dec  | 253         | 62         | 315         |
| Jan  | 253         | 61         | 314         |
| Feb  | 261         | 58         | 319         |
| March  | 280         | 69         | 349         |
| April  | 232         | 73         | 305         |
| May  | 284         | 66         | 350         |
| June   | 274         | 86         | 360         |
| <b>Total</b>   | <b>2696</b> | <b>686</b> | <b>3382</b> |
| <b>Average Per Month</b>   | <b>270</b>  | <b>68</b>  | <b>338</b>  |

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**Review and Action as Necessary on Award of Proposals, Purchases, Renewals, and Interlocal Agreements**

Purpose and Justification – Administration requests the Committee recommend Board approval of the following award of proposals, purchases, renewals, and interlocal agreement.

The Director of Purchasing has reviewed each item, including the procurement procedures and evaluation of all responses, and recommends approval as follows:

**A. Award of Proposals**

**1) Books and Educational Materials - II (Award) – Grant Funded**

Award the proposal for books and educational materials - II for the period beginning August 27, 2023 through August 26, 2024 with two one-year options to renew, at an estimated total amount of \$500,000.00. The vendors are as follows:

| <b>Vendors</b>  | <b>Vendors</b>  |
|---|---|
| <b>ABDO Publishing Company</b><br>(Minneapolis, MN)           | <b>Assessment Technologies Institute, LLC./ dba National Healthcareer Association</b> (Leawood, KS) |
| <b>Barnes &amp; Noble Booksellers, Inc.</b><br>(New York, NY) | <b>Barnes &amp; Noble College Booksellers, LLC.</b> (Basking Ridge, NJ)                             |
| <b>The Rosen Publishing Group, Inc.</b><br>(New York, NY)     |   |

Purpose and Justification – The Providing Academic Support to Students (PASS) Program and Continuing, Professional, and Workforce Education (CPWE) are requesting to purchase books and educational materials for qualifying students in career and technical education programs.

The books and materials will be provided to students participating in the PASS Program lending library. The PASS Program lending library and CPWE will provide books to students in the Fall 2023, Spring 2024, and Summer 2024 semesters.

Background – The project timeline and information are as follows:

|                         |  |
|-------------------------|--|
| Advertised RFP          | June 7, 2023 and June 14, 2023   |
| RFP Responses Due       | June 28, 2023  |
| RFP Issued To           | Twenty-Nine (29) Vendors   |
| Responses Received From | Six (6) Vendors/ One (1) Vendor did not submit the required documents or information; therefore, not considered. |
| Responses Reviewed By   | PASS Program, Continuing Education, and the Purchasing Department  |

Funds for this expenditure are budgeted in the Carl Perkins Grant, Continuing Education, and other requesting department budgets for FY 2022 – 2023 and FY 2023 – 2024, pending Board approval of the budget.

**2) Collection Agency Services (Award)**

Award the proposal for collection agency services for the period beginning September 1, 2023 through August 31, 2024 with two one-year options to renew, at no charge to the College. The collection fee is charged directly to the student, faculty, or staff. The vendors are as follows:

- **S&S Recovery, Inc.** (Memphis, TN)
- **Continental Service Group, LLC./ dba ConServe** (Fairport, NY) (New)
- **Collection Bureau Hudson Valley (CBHV)** (Newburgh, NY) (New)

Purpose and Justification – The Business Office and Department of Public Safety are requesting collection agency services for the collection of delinquent accounts due to the College from students, faculty, and staff.

The collection agency services provide collection from delinquent emergency student loans, tuition and fees, accounts receivable, traffic violation citations, and other unpaid accounts. Students may have delinquent balances due to circumstances such as returned checks and/or financial aid award reversals. Employees may also have delinquent accounts due to failure to comply with waiver reimbursement guidelines.

The collection agencies provide the College with the best service for collection and reporting techniques.

| Vendor  | Contract Percentages   |
|---|--|
| S & S Recovery, Inc.                          | Will charge the student a rate of<br>⇒ 20% for first placement<br>⇒ 20% for second placement<br>⇒ 23% for all subsequent referrals<br>⇒ 23% for litigation and judgment placements |
| Continental Service Group, LLC./ dba ConServe | Will charge the student a rate of<br>⇒ 18% for first placement<br>⇒ 18% for second placement<br>⇒ 18% for all subsequent referrals<br>⇒ 25% for litigation and judgment placements |
| Collection Bureau Hudson Valley (CBHV)        | Will charge the student a rate of<br>⇒ 16% for first placement<br>⇒ 24% for second placement<br>⇒ 28% for litigation   |

Background – The project timeline and information are as follows:

|                         |   |
|-------------------------|---|
| Advertised RFP          | May 10, 2023 and May 17, 2023                 |
| RFP Responses Due       | June 1, 2023                                  |
| RFP Issued To           | Sixteen (16) Vendors                          |
| Responses Received From | Eight (8) Vendors                             |
| Responses Reviewed By   | Business Office and the Purchasing Department |

### 3) Office Supplies (Award)

Award the proposal for office supplies for the period beginning October 1, 2023 through September 30, 2024 with two one-year options to renew, at an estimated total amount of \$350,000.00. The vendors are as follows:

|           |   |
|-----------|---|
| Primary   | <b>Gateway Printing &amp; Office Supply, Inc.</b> (Edinburg, TX)  |
| Secondary | <b>Copy Plus</b> (McAllen, TX), <b>Quill, LLC.</b> (Lincolnshire, IL), and <b>Ray’s Business Products</b> (Pharr, TX) (New) |

Purpose and Justification – The Instructional Programs and Support Services Departments request to purchase office supplies, including but not limited to paper, pens, markers, folders, indexes, batteries, binders, labels, dividers, sticky notes, tape, etc. These supplies are purchased as needed throughout the fiscal year.

Office supplies are needed for the day-to-day operation of the College’s instructional programs and support services departments. Consideration when purchasing products includes delivery services, pricing, and availability of items.

Background – The project timeline and information are as follows:

|                         |  |
|-------------------------|--|
| Advertised RFP          | June 14, 2023 and June 21, 2023  |
| RFP Responses Due       | July 11, 2023  |
| RFP Issued To           | Seventeen (17) Vendors   |
| Responses Received From | Four (4) Vendors   |
| Responses Reviewed By   | Academic Affairs, Information Services, Business and Technology, and the Purchasing Department |

Funds for this expenditure are budgeted in the various requesting department budgets for FY 2023 – 2024 and FY 2024 – 2025, pending Board approval of the budgets.

## B. Purchases and Renewals (B-a. Instructional Items)

### 4) Admission Assessment Exams (Purchase)

Purchase admission assessment exams from **Elsevier, Inc.** (Houston, TX), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$120,000.00. The cost is paid by the students when they register for this exam.

Purpose and Justification – The Student Assessment Center anticipates purchasing up to two thousand six hundred (2,600) Registered Nurse Admission Assessment Exams, which will be used through the Fall 2023, Spring 2024, and Summer 2024 semesters.

These assessments and preparation products improve student performance, promote clinical judgment, and help students achieve higher levels of success.

Funds for this expenditure are budgeted in the Testing Center budget for FY 2023 – 2024, pending Board approval of the budget.

**5) Testing Materials (Purchase)**

Purchase testing materials for Texas Success Initiative (TSI), which used the Accuplacer Platform from **The College Board** (New York, NY), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$50,000.00. The cost is paid by the students when they register for this exam.

Purpose and Justification – The Student Assessment Center is requesting to purchase approximately thirty-five thousand (35,000) test units which will be used through Fall 2023, Spring 2024, and Summer 2024 semesters.

The TSI is used for all South Texas College students to obtain results in the areas of reading, writing, and math to complete their advisement and registration.

Funds for this expenditure are budgeted in the TSI Examination budget for FY 2023 – 2024, pending Board approval of the budget.

**B. Purchases and Renewals (B-b. Technology Items)**

**6) Banner Application Maintenance Agreement (Renewal)**

Renew the Banner application maintenance agreement with Ellucian, Inc. through **Texas A&M University-Corpus Christi** (Corpus Christi, TX), acting by and through the State of Texas Department of Information Resources (DIR) for the Texas Connection Consortium (TCC), for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$427,359.29.

Purpose and Justification – Information Technology is requesting to renew the Banner application maintenance and support for the Banner applications and existing third-party applications that work with the Banner system.

The applications included in the renewal agreement are as follows:

| <b>Applications</b>    |                              |                             |
|------------------------|------------------------------|-----------------------------|
| Banner Financial Aid   | Banner Finance               | Banner Finance Self-Service |
| Banner Human Resources | Banner Employee Self-Service | Banner Student              |

| <b>Applications</b>                         |  |  |
|---|--|--|
| Banner Student Self-Service                 | Banner Faculty (and Advisor) Self-Service                | Electronic Data Interchange (EDI) Smart    |
| Banner Workflow                             | Campus Loan Manager (CLM) (Campus Receivables Collector) | Luminis Basic                              |
| Banner Recruiting and Admission Performance | Ellucian Degree Works                                    | Ellucian Degree Works Transfer Equivalency |
| Ellucian Mobile Platform Edition            | Ellucian Intelligent Learning Platform                   | Financial Aid FM Need Analysis             |
| Xtender Solutions                           | Application Xtender                                      | AppWorx                                    |
| Document Management Suite                   | Application Xtender Test Bundle                          | Banner Enterprise Job Scheduler            |
| Application Xtender Web Services            | Banner Document Management Suite                         | Chrome River                               |

The Banner system applications collaborate across departments in fulfilling the day-to-day operations and improving processes for faculty, staff, and students. The four (4) main systems are Banner Financial Aid, Banner Finance, Banner Human Resources, and Banner Student.

The agreement is a standing maintenance agreement with Ellucian, a sole source vendor. The contract is purchased through the Texas Connection Consortium (TCC) in order to purchase at a substantially discounted rate.

Funds for this expenditure are budgeted in the Application Development budget for FY 2023 – 2024, pending Board approval of the budget.

**7) Communication and Messaging Services Agreement (Renewal)**

Renew the communication and messaging services agreement with **Hit Labs, Inc. / Pronto** (Lehi, UT), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2026, at an estimated total amount of \$238,895.90, which will be paid annually. The annual payments are as follows:

| Year | Period           | Amount      |
|------|------------------|-------------|
| 1    | 9/1/23 – 8/31/24 | \$77,290.08 |
| 2    | 9/1/24 – 8/31/25 | \$79,608.78 |
| 3    | 9/1/25 – 8/31/26 | \$81,997.04 |

Purpose and Justification – Distance Education is requesting to renew the communication and messaging services agreement which is used with Blackboard for communication with students. This system enables faculty to host online office hours, meetings, and video calls, serving face-to-face, hybrid, and online courses across the College’s academic divisions.

The mobile app extends communication services, allowing students to ask questions and receive responses from students and instructors on their mobile devices. This creates a supportive community, aids successful coursework completion, boosts student retention, and fosters collaborative learning and real-time engagement in online classrooms.

Funds for this expenditure are budgeted in the Distance Learning budget for FY 2023 – 2024, FY 2024 – 2025, and FY 2025 – 2026, pending Board approval of the budget.

#### **8) Data Hosting and Maintenance Agreement (Renewal)**

Renew the data hosting and maintenance agreement with **TouchNet Information Systems, Inc.** (Atlanta, GA), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$267,253.00.

Purpose and Justification – Information Technology is requesting to renew the annual data hosting and maintenance services for the College’s cashiering system.

The data hosting services provide a data-secure environment for all payments received at the College. All personal, bank, and credit card information must be stored in a Payment Card Industry (PCI) certified data center to prevent fraud. The maintenance covers support issues for the cashiering system, including online payments by credit cards and checks, and for the equipment used by South Texas College staff.

Funds for this expenditure are budgeted in the Application Development budget for FY 2023 – 2024, pending Board approval of the budget.

#### **9) Data Storage Hardware Maintenance Agreement (Renewal)**

Renew the data storage hardware maintenance agreement with **Dell Marketing, LP.** (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning August 1, 2023 through August 31, 2024, at an estimated total amount of \$30,256.72.

Purpose and Justification – Information Technology is requesting to renew the maintenance agreement for the College’s data storage devices for virtual desktop infrastructure (VDI) and Banner systems.

The storage device provides a central location to store the virtual desktops and the Banner applications that supports students and faculty district-wide. The maintenance includes twenty-four (24) hour, year-round support for the hardware and software.

Funds for this expenditure are budgeted in the Systems and Networking budget for FY 2023 – 2024, pending Board approval of the budget.

#### **10) Email Backup Online License Subscription (Renewal)**

Renew the email backup online license subscription with **Software House International (SHI) Government Solutions** (Somerset, NJ), a State of Texas Department of Information

Resources (DIR) approved vendor, for the period beginning September 6, 2023 through September 5, 2024, at an estimated total amount of \$36,918.45.

Purpose and Justification – Information Technology is requesting to renew the email backup online license subscription, which supports email retention and archiving for faculty, staff, and students.

This subscription provides the functionality to backup, archive, and restore emails online. The subscription will allow a longer retention period and provides recovery of emails.

Funds for this expenditure are budgeted in the Systems and Networking budget for FY 2023 – 2024, pending Board approval of the budget.

#### **11) Email Security Software License Agreement (Renewal)**

Renew the email security software license agreement with **Software House International (SHI) Government Solutions** (Somerset, NJ), The Interlocal Purchasing System (TIPS) approved vendor, for the period beginning September 30, 2023 through September 29, 2024, at an estimated total amount of \$71,183.71.

Purpose and Justification – Information Security is requesting to renew the email security cloud solution, Proofpoint, to protect the College’s Office 365 email services from inbound cyber-attacks, and to protect email users from malware, spam, and phishing attempts. This software also provides secure messaging capabilities to be able to send sensitive data through email.

Email is widely used as a method to deliver malware, phishing attempts, and is constantly targeted by spammers. The College needs to protect the service with a tool that provides protection against these threats. This license provides a service for sharing sensitive information securely with trusted parties and can greatly reduce the probability of a successful phishing attempt.

Funds for this expenditure are budgeted in the Information Security budget for FY 2023 – 2024, pending Board approval of the budget.

#### **12)Enterprise Antivirus, Maintenance, and Support Agreement (Renewal)**

Renew the enterprise antivirus, maintenance, and support agreement with **Software House International (SHI) Government Solutions** (Somerset, NJ), The Interlocal Purchasing System (TIPS) approved vendor, for the period beginning September 29, 2023 through September 28, 2024, at an estimated total amount of \$35,600.00.

Purpose and Justification – Information Security is requesting to renew the enterprise antivirus, support, and maintenance agreement to continue receiving maintenance and support for the Trellix Endpoint. The purpose of this solution is to protect and safeguard data, laptops, desktops, servers, and network resources by providing a layered security strategy reliant upon a variety of security products.

Funds for this expenditure are budgeted in the Information Security budget for FY 2023 – 2024, pending Board approval of the budget.

**13)Enterprise Software Licenses and Maintenance Agreements (Renewal)**

Renew the enterprise software licenses and maintenance agreements with **Software House International (SHI) Government Solutions** (Austin, TX), The Interlocal Purchasing System (TIPS) approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$104,040.05.

Purpose and Justification – Information Technology (IT) is requesting to renew various enterprise software licenses and maintenance agreements used on computers at all campuses, ticketing system licenses used by the Information Services and Planning (IS&P) Help Desk, and monitoring and alert system licenses used to monitor the College’s Information Systems.

The enterprise software licenses are installed on the student lab computers and classroom computers throughout all the College’s campuses and remote sites. The software retains the computer’s original settings and configurations in order to keep them running efficiently and to prevent hardware failures or downtime.

The ticketing system licenses are used by the IT Service Desk to keep track of any technical support issue and assistance called in by South Texas College faculty, staff, and students.

IT uses the monitoring and alert system to continuously monitor all systems (servers and switches) to prevent any service interruptions for faculty, staff, and students.

Funds for this expenditure are budgeted in the Information Technology Project Management, Risk and Security, Client Services, and Technology Support Services budgets for FY 2023 – 2024, pending Board approval of the budgets.

**14) Internet Service Agreement – District Wide (Renewal)**

Renew the internet service agreement – district wide with Charter Communications Operating, LLC./dba Spectrum Gulf Coast through the State of Texas **Department of Information Resources (DIR) – TEXAN** (Austin, TX), for the period beginning September 1, 2023 through August 31, 2024, at an estimated monthly total amount of \$15,000.00 and an estimated annual total amount of \$180,000.00.

Purpose and Justification – Information Technology is requesting to renew the agreement for direct internet service to the Pecan Campus Building M Data Center. This service is also distributed throughout the College district from the Pecan Campus.

The service will be utilized by students, faculty, and staff to access the internet for use in classrooms, labs, and offices at all campuses and centers.

Funds for this expenditure are budgeted in the Systems and Networking budget for FY 2023 – 2024, pending Board approval of the budget.

**15) Network Hardware and Software Maintenance Agreements (Renewal)**

Renew the network hardware and software maintenance agreements with **Netsync Network Solutions, Inc.** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor and **Software House International (SHI) Government Solutions** (Austin, TX), a Texas Association of School Boards – Buyboard approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$109,836.00. The vendor information is as follows:

| # | Vendor  | Location                        | Number of Switches | Amount      |
|---|---|---------------------------------|--------------------|-------------|
| 1 | Netsync Network Solutions, Inc.                         | Pecan Campus Data Center Bldg M | 53                 | \$79,765.80 |
| 2 | Software House International (SHI) Government Solutions | Varies Campuses and Buildings   | 80                 | \$30,070.20 |

Purpose and Justification – Information Technology is requesting to renew the network hardware and software maintenance agreements for the College’s network switches.

The network equipment and software maintenance agreements will provide online phone support and software upgrades for all Cisco network equipment. It will cover equipment failure by providing equipment replacements within the next business day. The equipment is critical to the network infrastructure, which provides faculty, staff, and students connectivity to the internet and intranet applications and services such as Blackboard and Banner.

Funds for this expenditure are budgeted in the Systems and Networking budget for FY 2023 – 2024, pending Board approval of the budget.

**16) Oracle License Maintenance Agreement (Renewal)**

Renew the Oracle license maintenance agreement with **Oracle America, Inc.** (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$600,608.90.

Purpose and Justification – Information Technology is requesting to renew the support for database licenses, database security licenses, and database backup licenses at a quantity of 24,241 for each type of license, which is used for the College’s administrative computing system.

The support services include maintenance and upgrades to the database licenses. The upgrades are needed so that the College stays up to date with the latest version of the software that supports the Banner system as well as other enterprise level software throughout the College.

Funds for this expenditure are budgeted in the Systems and Networking budget for FY 2023 – 2024, pending Board approval of the budget.

**17) Public Website Hosting Services Agreement (Renewal)**

Renew the public website hosting services agreement with **Rackspace US, Inc.** (San Antonio, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$75,000.00.

Purpose and Justification – Information Technology is requesting to renew the agreement for the College’s public website hosting services.

The public website hosting service hosts the South Texas College public and library websites in a secure off-site location. The maintenance agreement provides 24/7 technical support and the ability to keep the websites running during events such as hurricanes or routine systems maintenance. The service also provides redundancy to the College’s public website in the event of a shutdown of computing resources at the College.

Funds for this expenditure are budgeted in the Systems and Networking budget for FY 2023 – 2024, pending Board approval of the budget.

**18) Server Hardware Maintenance and Support Agreement (Renewal)**

Renew the server hardware maintenance and support agreement with **Dell Marketing, LP.** (Dallas, TX) and **EMC Corporation/dba System Peripherals, Inc.** (Hopkinton, MA), State of Texas Department of Information Resources (DIR) approved vendors and **Software House International (SHI) Government Solutions** (Somerset, NJ) The Interlocal Purchasing System (TIPS) approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$263,201.52. The vendor information is as follows:

| # | Vendor  | Location                           | Number of Switches | Amount       |
|---|---|------------------------------------|--------------------|--------------|
| 1 | Dell Marketing, LP.<br>(Dallas, TX)                               | Pecan Campus<br>Data Center Bldg M | 54                 | \$153,893.35 |
| 2 | EMC Corporation/dba<br>System Peripherals, Inc.<br>(Franklin, MA) | Pecan Campus<br>Data Center Bldg M | 13                 | \$83,212.07  |
| 3 | Software House<br>International (SHI)<br>Government Solutions     | Varies Campuses<br>and Buildings   | 63                 | \$26,096.10  |

Purpose and Justification – Information Technology is requesting to renew the server hardware maintenance and support agreement for the Dell servers, which also includes the servers used for the surveillance cameras. The agreement provides 24-hour, year-round support.

Funds for this expenditure are budgeted in the Systems and Networking budget for FY 2023 – 2024, pending Board approval of the budget.

**19) Support Services Agreement (Renewal)**

Renew the support services agreement with **Ellucian Company, LP.** (Fairfax, VA), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$33,000.00.

Purpose and Justification – Information Technology is requesting to renew the support services advantage plus agreement for the Banner applications and existing thirty-party applications that work within the Banner system.

The extended support services add another level of service to the existing maintenance program the College has from Ellucian. This extended plan provides 24/7 support which covers weekends and after-hours, Monday through Friday. It provides a faster response time and priority case escalation to any Banner related issues that may occur during hours outside of normal business hours.

Funds for this expenditure are budgeted in the Applications Development budget for FY 2023 – 2024, pending Board approval of the budget.

**20) System Appliances Maintenance Agreement (Renewal)**

Renew the system appliances maintenance agreement with **Netsync Network Solutions, Inc.** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$22,985.80.

Purpose and Justification – Information Technology is requesting to renew the hardware maintenance agreement for the F5 system appliances.

The F5 system appliances provide high availability, security, and performance for critical business applications such as Luminis, JagPride, Outlook Web Access, JagParking, and Dual Enrollment. The agreement covers the maintenance and technical support of the appliances and provides 24-hour, year-round support.

Funds for this expenditure are budgeted in the Systems and Networking budget for FY 2023 – 2024, pending Board approval of the budget.

**C. Interlocal Agreements**

**21) Facility Usage Agreements (Lease/Rental)**

Lease/rental facility usage interlocal agreements with the **City of Edinburg** (Edinburg, TX) and **City of McAllen** (McAllen, TX), for the period beginning October 28, 2023 through April 7, 2024, at an estimated total amount of \$22,144.00.

Purpose and Justification – The Center for Mexican American Studies and Ballet Folklorico is requesting to lease/rent several facilities for the upcoming events that facilitate student and community engagement through the fine arts.

Aside from helping promote and advance the culture programming at South Texas College, these annual events are done in an effort to promote student engagement and retention.

| Date                | Location   | Event   | Amount      |
|---------------------|--|---|-------------|
| 10/28/23            | City of Edinburg – Edinburg Municipal Auditorium | Amistades Concert Series 2023 – Fall Showcase   | \$1,175.00  |
| 01/27/24            | City of Edinburg – Edinburg Municipal Auditorium | Amistades Concert Series 2024 – Spring Showcase   | \$1,175.00  |
| 02/29/24 – 03/01/24 | City of McAllen – McAllen Performing Arts Center | Tradiciones 2024 – Annual Concert Series  | \$10,000.00 |
| 04/06/24 – 04/07/24 | City of McAllen – McAllen Convention Center      | South Texas College State Dance Competition – Folklorico & Contemporary Dance Competition | \$9,794.00  |

Funds for this expenditure are budgeted in the Center for Mexican American Studies and Ballet Folklorico budgets for FY 2023 – 2024, pending Board approval of the budget.

**Recommendation:**

It is requested that the Committee recommend for Board approval the award of proposals, purchases, renewals, and interlocal agreements at a total cost of \$3,538,283.34 as listed below:

**A. Award of Proposals**

- 1) **Books and Educational Materials – II (Award) – Grant Funded:** award the proposal for books and educational materials – II for the period August 27, 2023 through August 26, 2024 with two one-year options to renew, at an estimated total amount of \$500,000.00. The vendors are as follows:

| Vendors   | Vendors  |
|---|--|
| <b>ABDO Publishing Company</b><br>(Minneapolis, MN)           | <b>Assessment Technologies Institute, LLC./ dba National Healthcareer Association</b><br>(Leawood, KS) |
| <b>Barnes &amp; Noble Booksellers, Inc.</b><br>(New York, NY) | <b>Barnes &amp; Noble College Booksellers, LLC.</b> (Basking Ridge, NJ)                                |
| <b>The Rosen Publishing Group, Inc.</b><br>(New York, NY)     |  |

- 2) **Collection Agency Services (Award):** award the proposal for collection agency services for the period beginning September 1, 2023 through August 31, 2024 with two one-year options to renew, at no charge to the College. The collection fee is charged directly to the student, faculty, or staff. The vendors are as follows:
- **S&S Recovery, Inc.** (Memphis, TN)
  - **Continental Service Group, LLC./ dba ConServe** (Fairport, NY) (New)
  - **Collection Bureau Hudson Valley (CBHV)** (Newburgh, NY) (New)
- 3) **Office Supplies (Award):** award the proposal for office supplies for the period beginning October 1, 2023 through September 30, 2024 with two one-year options to renew, at an estimated total amount of \$350,000.00. The vendors are as follows:

|           |   |
|-----------|---|
| Primary   | <b>Gateway Printing &amp; Office Supply, Inc.</b> (Edinburg, TX)  |
| Secondary | <b>Copy Plus</b> (McAllen, TX), <b>Quill, LLC.</b> (Lincolnshire, IL), and <b>Ray's Business Products</b> (Pharr, TX) (New) |

**B. Purchases and Renewals (B-a. Instructional Items)**

- 4) **Admission Assessment Exams (Purchase):** purchase admission assessment exams from **Elsevier, Inc.** (Houston, TX), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$120,000.00. The cost is paid by the students when they register for this exam;
- 5) **Testing Materials (Purchase):** purchase testing materials for Texas Success Initiative (TSI), which uses the Accuplacer Platform from **The College Board** (New York, NY), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$50,000.00. The cost is paid by the students when they register for this exam.

**B. Purchases and Renewals (B-b. Technology Items)**

- 6) **Banner Application Maintenance Agreement (Renewal):** renew the Banner application maintenance agreement with Ellucian, Inc. through **Texas A&M University-Corpus Christi** (Corpus Christi, TX), acting by and through the State of Texas Department of Information Resources (DIR) for the Texas Connection Consortium (TCC), for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$427,359.29;
- 7) **Communication and Messaging Services Agreement (Renewal):** renew the communication and messaging services agreement with **Hit Labs, Inc. / Pronto** (Lehi, UT), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$238,895.90, which will be paid annually. The annual payments are as follows:

| Year | Period           | Amount      |
|------|------------------|-------------|
| 1    | 9/1/23 – 8/31/24 | \$77,290.08 |
| 2    | 9/1/24 – 8/31/25 | \$79,608.78 |
| 3    | 9/1/25 – 8/31/26 | \$81,997.04 |

- 8) **Data Hosting and Maintenance Agreement (Renewal):** renew the data hosting and maintenance agreement with **TouchNet Information Systems, Inc.** (Atlanta,

GA), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$267,253.00;

- 9) **Data Storage Hardware Maintenance Agreement (Renewal):** renew the data storage hardware maintenance agreement with **Dell Marketing, LP.** (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$30,256.72;
- 10) **Email Backup Online License Subscription (Renewal):** renew the email backup online license subscription with **Software House International (SHI) Government Solutions** (Somerset, NJ), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning September 6, 2023 through September 5, 2024, at an estimated total amount of \$36,918.45;
- 11) **Email Security Software License Agreement (Renewal):** renew the email security software license agreement with **Software House International (SHI) Government Solutions** (Somerset, NJ), The Interlocal Purchasing System (TIPS), for the period beginning September 30, 2023 through September 29, 2024, at an estimated total amount of \$71,183.71;
- 12) **Enterprise Antivirus, Maintenance, and Support Agreement (Renewal):** renew the enterprise antivirus, maintenance, and support agreement with **Software House International (SHI) Government Solutions** (Somerset, NJ), The Interlocal Purchasing System (TIPS) approved vendor, for the period beginning September 29, 2023 through September 28, 2024, at an estimated total amount of \$35,600.00;
- 13) **Enterprise Software Licenses and Maintenance Agreements (Renewal):** renew the enterprise software licenses and maintenance agreements with **Software House International (SHI) Government Solutions** (Austin, TX), The Interlocal Purchasing System (TIPS) approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$104,040.05;
- 14) **Internet Service Agreement – District Wide (Renewal):** renew the internet service – district wide with Charter Communications Operating, LLC./dba Spectrum Gulf Coast, LLC. through the State of Texas **Department of Information Resources (DIR) – TEXAN** (Austin, TX), for the period beginning September 1, 2023 through August 31, 2024, at an estimated monthly total amount of \$15,000.00 and an estimated annual total amount of \$180,000.00;
- 15) **Network Hardware and Software Maintenance Agreements (Renewal):** renew the network hardware and software maintenance agreements with **Netsync Network Solutions, Inc.** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor and **Software House International (SHI) Government Solutions**, (Houston, TX), a Texas Association of School Boards – Buyboard approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$109,836.00. The vendor information is as follows:

| # | Vendor                          | Location                        | Number of Switches | Amount      |
|---|---------------------------------|---------------------------------|--------------------|-------------|
| 1 | Netsync Network Solutions, Inc. | Pecan Campus Data Center Bldg M | 53                 | \$79,765.80 |

| # | Vendor  | Location                      | Number of Switches | Amount      |
|---|---|-------------------------------|--------------------|-------------|
| 2 | Software House International (SHI) Government Solutions | Varies Campuses and Buildings | 80                 | \$30,070.20 |

**16)Oracle License Maintenance Agreement (Renewal):** renew the Oracle license maintenance agreement with **Oracle America, Inc.** (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$600,608.90;

**17)Public Website Hosting Services Agreement (Renewal):** renew the public website hosting services agreement with **Rackspace US, Inc.** (San Antonio, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$75,000.00;

**18)Server Hardware Maintenance and Support Agreement (Renewal):** renew the server hardware maintenance and support agreement with **Dell Marketing, LP.** (Dallas, TX) and **EMC Corporation/dba System Peripherals, Inc.** (Hopkinton, MA), State of Texas Department of Information Resources (DIR) approved vendors and **Software House International (SHI) Government Solutions** (Somerset, NJ) The Interlocal Purchasing System (TIPS) approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$263,201.52. The vendor information is as follows:

| # | Vendor  | Location                        | Number of Switches | Amount       |
|---|---|---------------------------------|--------------------|--------------|
| 1 | Dell Marketing, LP. (Dallas, TX)                            | Pecan Campus Data Center Bldg M | 54                 | \$153,893.35 |
| 2 | EMC Corporation/dba System Peripherals, Inc. (Franklin, MA) | Pecan Campus Data Center Bldg M | 13                 | \$83,212.07  |
| 3 | Software House International (SHI) Government Solutions     | Varies Campuses and Buildings   | 63                 | \$26,096.10  |

**19)Support Services Agreement (Renewal):** renew the support services agreement with **Ellucian Company, LP.** (Fairfax, VA), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$33,000.00;

**20)System Appliance Maintenance Agreement (Renewal):** renew the system appliance maintenance agreement with **Netsync Network Solutions, Inc.** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of \$22,985.80;

**C. Interlocal Agreements**

**21) Facility Usage Agreements (Lease/Rental)**

Lease/Rental facility usage interlocal agreements with the **City of Edinburg** (Edinburg, TX) and **City of McAllen** (McAllen, TX), for the period beginning October 28, 2023 through April 7, 2024, at an estimated total amount of \$22,144.00.

**SOUTH TEXAS COLLEGE**  
**1. BOOKS AND EDUCATIONAL MATERIALS - II**  
**PROJECT NO. 23-24-1008**

| VENDOR                        | ABDO Publishing Company                  | Assessment Technologies Institute, LLC./dba National Healthcareer Association | Barnes & Noble Booksellers, Inc.   | Barnes & Noble College Booksellers, LLC.   | The Rosen Publishing Group, Inc.  |                           |
|-------------------------------|--|---|--|--|---|---------------------------|
| ADDRESS                       | P O Box 398166                           | 11161 Overbrook Rd  | 33 E 17th St   | 120 Mountain View Blvd   | 29 E 21st St  |                           |
| CITY/STATE/ZIP                | Minneapolis, MN 55439                    | Leawood, KS 66211   | New York, NY 10003   | Basking Ridge, NJ 07920  | New York, NY 10010  |                           |
| PHONE                         | 800-800-1312                             | 800-499-9092  | 212-414-6001   | 205-531-7444   | 800-237-9932  |                           |
| FAX                           | 800-862-3480                             | 913-661-6206  |  |  | 888-436-4643  |                           |
| CONTACT                       | Tyler Gieseke                            | Tyson Schmidt   | Tracy Vidakovich   | Bobby Hamous   | Arlene Riley  |                           |
| #                             | Description                              | Proposed  | Proposed   | Proposed   | Proposed  |                           |
| <b>Year 1</b>                 |  |   |  |  |   |                           |
| 1                             | Books - Discount                         | 0%<br>Catalog: a 30% discount off list price is already reflected             |  | 0-35% List Price   | 0%  | 15%<br>(Paperback)        |
| 2                             | Books - Mark-Up                          |   |  |  | 25%   |                           |
| 3                             | Other Educational Materials - % Discount | 0%  | Certified Phlebotomy Technician (CPT) Exam 24%<br>Certified EKG Technician (CET) Exam 24%<br>Certified Patient Care Technician (CPCT) Exam 38%<br>Certified Clinical Medical Assistant (CCMA) Exam 38% |  | 0%  | 25%<br>(Hardcover/ebooks) |
| 4                             | Other Educational Materials - Mark-Up    |   |  |  | 30%   |                           |
| <b>Year 2</b>                 |  |   |  |  |   |                           |
| 5                             | Books - Discount                         | 0%  |  | 0-35% List Price   | 0%  | 15%                       |
| 6                             | Books - Mark-Up                          |   |  |  | 25%   |                           |
| 7                             | Other Educational Materials - % Discount | 0%  | Certified Phlebotomy Technician (CPT) Exam 24%<br>Certified EKG Technician (CET) Exam 24%<br>Certified Patient Care Technician (CPCT) Exam 38%<br>Certified Clinical Medical Assistant (CCMA) Exam 38% |  | 0%  | 25%                       |
| 8                             | Other Educational Materials - Mark-Up    |   |  |  | 30%   |                           |
| <b>Year 3</b>                 |  |   |  |  |   |                           |
| 9                             | Books - Discount                         | 0%  |  | 0-35% List Price   | 0%  | 15%                       |
| 10                            | Books - Mark-Up                          |   |  |  | 25%   |                           |
| 11                            | Other Educational Materials - % Discount | 0%  | Certified Phlebotomy Technician (CPT) Exam 24%<br>Certified EKG Technician (CET) Exam 24%<br>Certified Patient Care Technician (CPCT) Exam 38%<br>Certified Clinical Medical Assistant (CCMA) Exam 38% |  | 0%  | 25%                       |
| 12                            | Other Educational Materials - Mark-Up    |   |  |  | 30%   |                           |
| <b>Additional Information</b> |  |   |  |  |   |                           |
| 13                            | Online Ordering                          | Yes   | Yes  | Yes  | Yes   | Yes                       |
| 14                            | Average Time to Fill Orders              | 7-10 Days   | Under 1 Day  | 5-7 Days   | 1 Business Day  | 7-10 Days                 |
| 15                            | Shipping Charges                         | No Charge   | Shipping Charges are dependent by weight of items and speed of delivery.   | Free shipping on all orders over \$500.00; orders under \$500.00, \$4.99 for the first book and \$0.99 for each additional books. Excludes expedited shipping and special handling requests. | To continue cutting costs for students, we will continue with our flat-rate shipping offers on eCommerce purchases through the campus store website. This will generate a higher conversion rates, and drive increased eCommerce sales through your site. | Free Shipping             |

The Director of Purchasing has reviewed all the responses.

**SOUTH TEXAS COLLEGE  
2. COLLECTION AGENCY SERVICES  
PROJECT NO. 23-24-1003**

| NAME   | Collection Bureau Hudson Valley (CBHV)  | Cedar Holdings International, Inc.   | Continental Service Group, LLC./dba ConServe  | General Revenue Corporation  | Key 2 Recovery, Inc.  | Reliant Capital Solutions, LLC.  | S & S Recovery, Inc.  | Williams & Fudge, Inc.  |
|--|---|--|---|--|---|--|---|---|
| ADDRESS  | 155 N Plank Rd<br>Newburgh, NY 12550  | 5230 Las Virgenes Rd Ste 210<br>Calabasas, CA 91302  | 200 CrossKeys Office Park<br>Fairport, NY 14450   | 4660 Duke Dr Ste 200<br>Mason, OH 45040  | 201 N Brookwood Ave<br>Hamilton, OH 45013   | 670 Cross Pointe Rd<br>Gahanna, OH 43230   | 2814 Stage Center Dr<br>Memphis, TN 38134   | 300 Chatham Ave<br>Rock Hill, SC 29730  |
| CITY/STATE/ZIP   | 845-561-6880  | 818-936-6257   | 800-724-7500  | 513-605-7512   | 888-402-5392  | 614-452-6100   | 800-467-1144  | 800-849-9791  |
| PHONE  | Eric Najork   | Dell W. Holden   | Richard N. Klein  | Zanon Butts  | R. Douglas Plummer  | Margie Brückner  | 901-386-2904  | 803-329-0797  |
| FAX  |   |  |   |  |   |  |   |   |
| CONTACT  |   |  |   |  |   |  |   |   |
| First Referral   | 16%   | 18%  | 18%   | 16%  | 18%   | 20%  | 20%   | 19%   |
| Second Referral  | 24%   | 23%  | 18%   | 18%  | 22%   | 23%  | 20%   | 19%   |
| All Subsequent Referrals   |   | 25%  | 18%   | 18%  |   | 23%  | 23%   | 19%   |
| Litigation   | 28%   | 40%  | 25%   | 20%  |   | 25%  | 23%   |   |
| Judgment   |   |  | 25%   |  |   |  | 23%   |   |
| Pre-Collection Services Fees   | No Charge. ICR/CBHV offers one (1) pre-collection letter, printed on STC letterhead, for free on first placement accounts.  | 10% First 30 Days - Initial Validation Notice  | Free 30 day pre-collect letter on all primary account assignments that are less than 180 days past due.   | \$0.00   | \$0.00  | \$0.00   | Offering to mail a Free 30-Day Pre-Collect Letter to all primary A/R Accounts if the College declines this service. This pre-collection letter is mailed out to the consumer as a final attempt to collect delinquent accounts prior to full-service debt placement. We are happy to offer enhanced pre-collect services which include additional letters and calls as needed. This services ranges from \$5.00 to \$10.00 per account. | \$0.00  |
| Additional Charges   |   | Early Outreach \$15.95 per claim plus \$35.00 Success Fee if account brought current during term set number f contracts, methods.  |   |  | The additional services mentioned in this RFP will be offered free of charge to the College.                |  |   |   |
| Yrs. In Business   | 49  | 33   | 37  | 42   | 13  | 16   | 38  | 37  |
| No. of Employees   | 100+  | 300 Full Time<br>100+ Part Time  | 294   | 74   | 29  | 150  | 32  | 250   |
| Sales Volume   | 12 Million  | \$6.9 Million  |   | \$9,195,692.00   | 2.1 Million   | \$12,560,396.00  | \$3.5 Million   | \$32,591,912  |
| Provide details of all past or pending litigation, arbitration/mediation, or claims filed against Respondent in the last five (5) years. | No lawsuit, past or pending has had a material impact on CBHV/ICR's operations and will not affect our ability to provide outstanding debt collection services to STC.  | Included Information   | All past matters have been resolved in favor of ConServe with no judgements. All open matters do not have any materials impact on our business or Clients.  | No   | Included Information  | Included Information   | Included Information  | Included Information  |
| References   | - University of Texas at El Paso<br>- University Texas San Antonio<br>- New Mexico State University<br>- Western Illinois University<br>- Eastern New Mexico University | - Harvard University<br>- Valparaiso University<br>- Purdue University<br>- Duke University<br>- Princeton University<br>- University of Michigan<br>- University of Liverpool | - McLennan Community College<br>- Rice University<br>- Sam Houston State University<br>- Tarrant County College District<br>- Texas State Technical College | - Baylor University<br>- St. Mary's University<br>- Texas State University<br>- The University of Texas at Austin<br>- University of Houston | - Walsh University<br>- Stephens College<br>- West Virginia University<br>- University of Nebraska at Omaha | - Texas A&M University - College Station<br>- Texas Tech University<br>- Texas Women's University<br>- Texas A&M University<br>- Navarro College<br>- Maricopa County Community College District | - Texas Women's University<br>- University of Houston - Downtown<br>- Texas Tech University<br>- Texas A&M University<br>- El Paso Community College<br>- San Jacinto College   | - Central Texas College<br>- Collin College<br>- Texas A&M International University<br>- University of Houston<br>- Weatherford College |

**SOUTH TEXAS COLLEGE  
2. COLLECTION AGENCY SERVICES  
PROJECT NO. 23-24-1003**

| NAME  | Collection Bureau Hudson Valley (CBHV)   | Cedar Holdings International, Inc.  | Continental Service Group, LLC, dba ConServe   | General Revenue Corporation  | Key 2 Recovery, Inc.   | Reliant Capital Solutions, LLC.  | S & S Recovery, Inc.   | Williams & Fudge, Inc.   |
|---|--|---|--|--|--|--|--|--|
| Provide a summary of the Respondent's overall capabilities, a list of all licenses that allows the Respondent to solicit business and collect debts in Texas, current workload, resources available to provide the services, recent and related experience and expertise including any experience in representing clients in higher education with details of Respondent's experience representing higher education institutions in the state of Texas. | ICR is under the umbrella of CBHV brings significant education experience to STC's collection program, thanks to 30+ years in business collecting for higher education institutions. Stated they serve 136 College/University Institutions located in 33 states. | Our Higher Education portfolio is 25% of our company's gross revenue. Manage 112 Higher Education clients   | With over 750 College and University clients, we are proud to have retained 90% of our clients relationships for an average of 10 years. Provided a list of University and Colleges in Texas | 42 years experience working for higher education clients. Currently serves 18 Texas clients among over 200 Southern American clients. 98% of their inventory is in collection of higher education debt. Provided a list of University in Texas | For over 10 years, we have provided Universities and Colleges with unparalleled rate of returns and customer service. Provided a list of University and Colleges in Texas  | Collecting for higher education institutions has been Reliant's dominant focus from our company's very beginning. Colleges and Universities make up greater than 78% of Reliant business. Provided a list of University in Texas   | Full Service collection company since 1984. Provided collection services for Student Receivables, Institutional Loans, Federal Perkins Loans, and Health Professional Student Loans since that time and are proud to say that 100% of our client base consists of Colleges and Universities. Provided a list of University and Colleges in Texas | Have partnered with over 1,400 Colleges and Universities for the collection of student loans and accounts receivables with clients in all fifty (50) states, including 71 higher education institutions in the state of Texas.   |
| Provide a copy of your Red Flag Rules for the protection against identity theft as outlined by the Federal Trade Commission.  | Yes  | Yes   | Yes  | Yes  | Yes  | Yes  | Yes  | Yes  |
| Provide evidence of PCI/DSS compliance and/or that of your processing vendors.  | Yes  | Yes   | Yes  | Yes  | Yes  | Yes  | Yes  | Yes  |
| Provide a description of any additional services offered by the Respondent that may be valuable to STC, such as seminars, training, and access to information regarding regulatory updates.   | Offers an online portal that STC will use to upload placement files, access individual account records, and generate online reports. Other services offered are client training opportunities, consulting services, and ICR/CBHV Industry Updates.               | Classes offered by Cedar University are provided on a SharePoint access page. The ACA International - a professional organization for Collection Agencies as well as our experienced Collection Management team and Compliance Executives. The ACA provides legal updates and trending issues. All member of the collection and Legal team are required to complete the training. | ACA International Teleseminars/Webinars, training communications on policy and procedure methods, remediation training, and refresher courses  | GRC offers webinar training sessions to all of their clients and ensures that the clients are informed of nearly all industry training events. One-on-One sessions are also available with the Director of Sales.                              | Key 2 Recovery provides on-going training to the College's staff. Provided a list of trainings that are offered once per quarter.  | STC will have access to complementary training opportunities covering a diverse range of relevant topics and import industry updates. Training events can be arranged on-site or via video conference. New Client training, Client workshops, and Lunch and Learn Webinars are also available. | S&S Recovery is committed to providing on-site, regulatory update sessions and performance reviews throughout the life of the contract.  | In addition to the yearly Student Loans & Receivables Collection Conference, we satisfy this goal by providing periodic workshops, one-day regional workshops and a monthly newsletter. Provided a list of over twenty (20) on-demand training resources on our client web portal.   |
| Recovery Rate   | Tuition/AR<br>1st Placement 35.80%<br>2nd & Older Placement 25.85%<br>Institutional Loans<br>1st Placement 24.67%<br>2nd & Older Placement 18.01%<br>Federal Loans(non-ED)<br>1st Placement 43.31%<br>2nd & Older Placement 24.14%                               | Federal Perkins and NDSL<br>Loans 14.846%<br>Institutional Loans 6.812%<br>Tuition Loans and Student Receivables 15.795%  | Primary Student Debt/Installment Loans 34.8%<br>Reassigned Student Debt/Installment Loans 9.3%   | First Placement 52%<br>Second Placement 35%<br>Third Placement 15%<br>Installment Loans 13%  | Federal Perkins and NDSL<br>Loans<br>1st Placement 17.52%<br>2nd & Older Placement 9.30%<br>Institutional Loans<br>1st Placement 4.36%<br>2nd & Older Placement 5.44%<br>Tuition Loans and Student Receivables<br>1st Placement 17.32%<br>2nd & Older Placement 5% | Tuition & AR<br>1st Placement 23.98%<br>2nd Placement 12.77%<br>3rd Placement 47.87%<br>Institutional Loans<br>1st Placement 12.77%<br>2nd Placement 4.23%<br>3rd Placement 3.74%<br>Federal Loans<br>1st Placement 47.87%<br>2nd Placement 26.24%<br>3rd Placement 25.48%                     | Institutional, Emergency, Nursing, and Health Profession Loans<br>1st Placement 18.7%<br>AR 20.1%<br>Reassigned Placement<br>Installment Loans 11.8%<br>AR Reassigned 10.3%  | Perkins Loan<br>1st Placement 52.8%<br>2nd Placement 21.6%<br>Institutional Loans<br>1st Placement 16.3%<br>2nd Placement 6.2%<br>Accounts Receivables<br>1st Placement 19.7%<br>2nd Placement 7.9%<br>Community College AR<br>1st Placement 25.6%<br>2nd Placement 9.6%<br>Private Student Loans<br>1st Placement 11.7%<br>2nd Placement 3.2%<br>Proprietary School AR<br>1st Placement 5.0%<br>2nd Placement 2.7%<br>HPSU/Nursing Student Loans<br>1st Placement 52.3%<br>2nd Placement 21.9%<br>First Party 6.5%<br>Warehouse Accounts 2.2% |

**SOUTH TEXAS COLLEGE  
2. COLLECTION AGENCY SERVICES  
PROJECT NO. 23-24-1003**

| NAME   | Collection Bureau Hudson Valley (CBHV)   | Cedar Holdings International, Inc.   | Continental Service Group, LLC, dba ConServe   | General Revenue Corporation   | Key 2 Recovery, Inc.                        | Reliant Capital Solutions, LLC.             | S & S Recovery, Inc.                        | Williams & Fudge, Inc.  |
|--|--|--|--|---|---|---|---|---|
| Discuss the Respondent's payment processing procedures and systems, including the forms in which payments on the Accounts will be accepted and the distribution of payments. Does the Respondent accept payment by credit card?  | Yes, provided a list of payment options.   | Yes, provided a list of payment options.   | Yes, provided a list of payment options.   | Yes, provided a list of payment options.  | Yes, provided a list of payment options.    | Yes, provided a list of payment options.    | Yes, provided a list of payment options.    | Yes, provided a list of payment options.  |
| Provide a list of all professional and trade organizations with which Respondent is affiliated, including, if applicable, the Coalition of Higher Education Assistance Organizations (COHEAO), the National Association of College and University Business Officers (NACUBO), and other professional organizations specializing in higher education debt collections, in which the Respondent or individual employees hold membership, and discuss the degree of involvement in these organizations. | Provided a list of all trade organizations.  | Provided a list of all trade organizations.  | Provided a list of all trade organizations.  | Provided a list of all trade organizations.   | Provided a list of all trade organizations. | Provided a list of all trade organizations. | Provided a list of all trade organizations. | Provided a list of all trade organizations.   |
| Is Skip Tracing done?  | Yes  | Yes  | Yes  | Yes   | Yes   | Yes   | Yes   | Yes   |
| Does the Respondent undergo an AICPA SAS 70 audit?   | SSAE No. 18 has replaced SAS70. Annual SOC1 Type 1 assessment is performed by an independent 3rd Party to report on controls related to business processes and information technology. | Cedar does not currently undergo the AICPA SAS 70 Audit, however, the agency does conduct SOC2, Type II audits annually. | Conserve completes SSAE 18 SOC 1, Type 2 and SSAE 18 SOCC 2, Type 2 engagements, conducted by a third-party auditor annually, which has become the successor to SAS70. | GRC supports the College's business in their proprietary compliance environment that is superior to the goals of SAS70 standards. | No  | Yes   | Yes   | The AICPA SAS 70 is an older standard that has been replaced by the Statements on Standards for Attestation Engagements No. 16. The SSAE 16 goes beyond SAS 70 by not only verifying the controls and processes, but also requiring a written assertion regarding the design and operating effectiveness of the controls being reviewed. The SSAE 16 audit will result in a Service Organization Controls (SOC) 1 report. |
| <b>TOTAL EVALUATION POINTS</b>   | 80.7   | 76.52  | 83.26  | 79.8  | 80.4  | 76.2  | 84.7  | 76.37   |
| <b>RANKING</b>   | 3  | 6  | 2  | 5   | 4   | 8   | 1   | 7   |

The Director of Purchasing has reviewed all the responses and evaluations completed.  
\*The proposal criteria follows in the packet for further explanation of each criteria.

**SOUTH TEXAS COLLEGE  
2. COLLECTION AGENCY SERVICES  
PROJECT NO. 23-24-1003  
EVALUATION SUMMARY**

| NAME                           | Collection Bureau Hudson Valley (CBHV) | Cedar Holdings International, Inc. | Continental Service Group, LLC./ dba ComServe | General Revenue Corporation | Key 2 Recovery, Inc. | Reliant Capital Solutions, LLC. | S & S Recovery, Inc. | Williams & Fudge, Inc. |
|--------------------------------|--|------------------------------------|---|-----------------------------|----------------------|---------------------------------|----------------------|------------------------|
|                                |  |                                    |   |                             |                      |                                 |                      |                        |
| 1                              | 155 N Plank Rd                         | 5230 Las Virgenes Rd Ste 210       | 200 CrossKeys, Office Park                    | 4660 Duke Dr Ste 200        | 201 N Brookwood Ave  | 670 Cross Pointe Rd             | 2814 Stage Center Dr | 300 Chatham Ave        |
|                                | Newburgh, NY 12550                     | Calabasas, California 91302        | Fairport, NY 14450                            | Mason, OH 45040             | Hamilton, OH 45013   | Gahanna, OH 43230               | Memphis, TN 38134    | Rock Hill, SC 29730    |
|                                | 845-561-6880                           | 818-936-6257                       | 800-724-7500                                  | 513-605-7512                | 888-402-5392         | 614-452-6100                    | 800-467-1144         | 800-849-9791           |
|                                | Eric Napork                            | Dell'W. Holden                     | Richard N. Klem                               | Zenon Butts                 | R. Douglas Plummer   | Margie Brickner                 | John Welborn         | Christopher P. Ruh     |
|                                | 35.7                                   | 34.82                              | 39.66   | 42                          | 35.7                 | 33.2                            | 35.7                 | 37.57                  |
|                                | 35.7                                   | 34.82                              | 39.66   | 42                          | 35.7                 | 33.2                            | 35.7                 | 37.57                  |
|                                | 35.7                                   | 34.82                              | 39.66   | 42                          | 35.7                 | 33.2                            | 35.7                 | 37.57                  |
|                                | 35.7                                   | 34.82                              | 39.66   | 42                          | 35.7                 | 33.2                            | 35.7                 | 37.57                  |
| 2                              | 16                                     | 15                                 | 14  | 12                          | 18                   | 18                              | 18                   | 14                     |
|                                | 15                                     | 15                                 | 14  | 16                          | 17                   | 17                              | 17                   | 17                     |
|                                | 15                                     | 16                                 | 16  | 15                          | 18                   | 17                              | 18                   | 16                     |
|                                | 15                                     | 14                                 | 16  | 15                          | 15                   | 16                              | 17                   | 15                     |
| 3                              | 14                                     | 13                                 | 14  | 13                          | 14                   | 15                              | 13                   | 16                     |
|                                | 11                                     | 9                                  | 16  | 9                           | 11                   | 11                              | 11                   | 9                      |
|                                | 14                                     | 11                                 | 16  | 11                          | 14                   | 14                              | 14                   | 11                     |
|                                | 15                                     | 13                                 | 15  | 12                          | 15                   | 15                              | 15                   | 12                     |
| 4                              | 14                                     | 14                                 | 10  | 14                          | 12                   | 15                              | 15                   | 14                     |
|                                | 14                                     | 14                                 | 12  | 11                          | 14                   | 14                              | 14                   | 13                     |
|                                | 14                                     | 14.5                               | 14  | 12                          | 13.5                 | 14                              | 14                   | 13                     |
|                                | 12                                     | 10                                 | 13  | 11                          | 12                   | 10                              | 14                   | 8                      |
| 5                              | 12                                     | 12                                 | 15  | 11                          | 10                   | 8                               | 14                   | 10                     |
|                                | 2                                      | 2                                  | 0   | 1                           | 3                    | 2                               | 3                    | 1                      |
|                                | 2                                      | 2                                  | 0   | 1                           | 3                    | 2                               | 3                    | 1                      |
|                                | 2                                      | 2                                  | 1   | 2                           | 3                    | 2                               | 3                    | 2                      |
| 6                              | 1                                      | 1                                  | 0   | 0                           | 0                    | 0                               | 1                    | 0                      |
|                                | 1                                      | 1                                  | 0   | 0                           | 0                    | 0                               | 1                    | 0                      |
|                                | 1                                      | 1                                  | 0   | 0                           | 0                    | 0                               | 1                    | 0                      |
|                                | 1                                      | 1                                  | 0   | 0                           | 0                    | 0                               | 1                    | 0                      |
| 7                              | 1                                      | 1                                  | 0   | 0                           | 0                    | 0                               | 1                    | 0                      |
|                                | 0                                      | 0                                  | 0   | 0                           | 0                    | 0                               | 0                    | 0                      |
|                                | 0                                      | 0                                  | 0   | 0                           | 0                    | 0                               | 0                    | 0                      |
|                                | 0                                      | 0                                  | 0   | 0                           | 0                    | 0                               | 0                    | 0                      |
| <b>TOTAL EVALUATION POINTS</b> | 80.7                                   | 76.52                              | 83.26   | 79.8                        | 80.4                 | 76.2                            | 84.7                 | 76.37                  |
| <b>RANKING</b>                 | 3                                      | 6                                  | 2   | 5                           | 4                    | 8                               | 1                    | 7                      |

The Director of Purchasing has reviewed all the responses and evaluations completed.  
\*The proposal criteria follows in the packet for further explanation of each criteria.

**SOUTH TEXAS COLLEGE**  
**2. PROPOSAL CRITERIA - SERVICE ONLY**

|                     |   | Service Only |   |
|---------------------|---|--------------|---|
|                     |   | Points       | Score Key   |
| <b>1</b>            | <b>Criterion 1: The purchase price</b><br>a. The low bidder gets the maximum points<br>b. Divide the lowest proposal by each of the other proposal(s)   | 42           |   |
| <b>2</b>            | <b>Criterion 2: The reputation of the vendor and of the vendor's goods or services</b><br>a. Number of Years in Business<br>b. References (similar projects)<br>c. Services/Installation<br>d. Professional Licenses/Certifications   | 18           | 15-18<br>10-14<br>5-9<br>0-4<br><b>Excellent</b><br><b>Acceptable</b><br><b>Marginal</b><br><b>Poor/No Response</b> |
| <b>3</b>            | <b>Criterion 3: The quality of the vendor's goods or service</b><br>a. Warranty<br>b. Service Support/Response Time<br>c. Goods/Product (manufacturer life)<br>d. Product Performance   | 16           | 14-16<br>10-13<br>5-9<br>0-4<br><b>Excellent</b><br><b>Acceptable</b><br><b>Marginal</b><br><b>Poor/No Response</b> |
| <b>4</b>            | <b>Criterion 4: The extent to which the goods or services meet the district's needs</b><br>a. Time Frame to complete the project<br>b. Delivery Time Frame of product(s)<br>c. Number of staff<br>d. Meet or exceed the specifications  | 15           | 12-15<br>7-11<br>3-6<br>0-2<br><b>Excellent</b><br><b>Acceptable</b><br><b>Marginal</b><br><b>Poor/No Response</b>  |
| <b>5</b>            | <b>Criterion 5: The vendor's past relationship with the district</b><br>a. Quality of Past Performances with STC<br><br><b>****New Vendors will receive two points</b>  | 3            | 3<br>2<br>1<br>0<br><b>Excellent</b><br><b>Acceptable/New Vendor</b><br><b>Marginal</b><br><b>Poor/No Response</b>  |
| <b>6</b>            | <b>Criterion 6: The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses</b><br>a. Provided the Certification  | 1            | 1<br>0<br><b>Yes</b><br><b>No</b>   |
| <b>7</b>            | <b>Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and</b><br>a. Annual Escalation Increase<br>b. Annual Maintenance Cost  | 0            | 5<br>3-4<br>1-2<br>0<br><b>Excellent</b><br><b>Acceptable</b><br><b>Marginal</b><br><b>Poor/No Response</b>         |
| <b>8</b>            | <b>Criterion 8: For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner:</b><br>a. Has its place of business in this state; or<br>b. Employs at least 500 persons in this state. | 5            | 5<br>0<br><b>Yes</b><br><b>No</b>   |
| <b>9</b>            | <b>Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals, e.g.:</b><br>a. Financial Standing<br>b. Potential or Pending Sale of Business  |              | Up to 5 points will be used from the purchase price if applicable   |
| <b>Total Points</b> |   | <b>100</b>   |   |

**Definitions of evaluation terms:**

- Excellent** - respondent provided information which fully addressed or exceeded the requirements
- Acceptable** - respondent provided information which addressed most but not all of the requirements
- Marginal** - respondent provided minimal information on requirements
- Poor/No response** - respondent provided inadequate responses to requirements or did not respond

**SOUTH TEXAS COLLEGE  
3. OFFICE SUPPLIES  
PROJECT NO. 23-24-1009**

|                                |   | Secondary              | Primary                                | Secondary   | Secondary   |
|--------------------------------|---|------------------------|--|---|---|
| <b>VENDOR</b>                  |   | Copy Plus              | Gateway Printing & Office Supply, Inc. | Quill, LLC.   | Ray's Business Products   |
| <b>ADDRESS</b>                 |   | 4500 N 10th St Ste 240 | 315 S Closner Blvd                     | 300 Tri State International Dr Ste 300                              | 200 E Interstate I Ste 1  |
| <b>CITY/STATE</b>              |   | McAllen, TX 78504      | Edinburg, TX 78539                     | Lincolnshire, IL 60069  | Pharr, TX 78577   |
| <b>PHONE</b>                   |   | 956-668-7587           | 956-383-3861                           | 800-634-4809  | 956-782-1554  |
| <b>FAX</b>                     |   | 956-668-7590           | 956-316-0253                           | 800-789-2016  | 956-782-1560  |
| <b>CONTACT</b>                 |   | Lorissa Pecina         | Chris Diaz                             | Karrie Szalkowski   | Ray Cano  |
| #                              | Description   | Proposed               | Proposed                               | Proposed  | Proposed  |
| 1                              | Catalog Discount  | 0 - 92%                | Up to 90%                              | 10%   | 0 - 45%   |
| 2                              | Markup from Cost<br>If there are certain products you exempt from a firm price guarantee, provide a listing of those items and indicate the percentage markup from cost you will provide to STC.  |                        |  | 720222CT - 8.5 x 11<br>White Copy Paper<br>92904 - Laser Paper, 65# | Any item not in our catalog is subject to 25% GP from our cost. Freight cost will be added only if there is a freight charge. |
| 3                              | General Office Supplies   |                        |  |   | 0 - 45%   |
| 4                              | Hon Bran Furniture  |                        |  |   | 40%   |
| 5                              | Furniture   |                        |  |   | 20%   |
| 6                              | Business, Travel and school case products, supplies and accessories, Hewlett Packard Toner and Ink Jet products   |                        |  |   | 16%   |
| 7                              | Desk Accessories, Audio/Visual supplies and accessories boards, easel Paper products  |                        |  |   | 16%   |
| 8                              | In Supplies and accessories for products: computer, Printer, fax, laser, Inkjet, copy holder, electrical, art, drawing, drafting and engineering, fire pens, non-general office supplies, stamps and custom printing, and teaching aid products |                        |  |   | 10%   |
| <b>GUARANTEED FILL RATE</b>    |   | 95% - 99%              | 99.1%                                  | 97% On time Delivery  | 99.5%   |
| <b>TOTAL EVALUATION POINTS</b> |   | 93.68                  | 95.45                                  | 86.215  | 88.705  |
| <b>RANKING</b>                 |   | 2                      | 1                                      | 4   | 3   |

The Director of Purchasing has reviewed all the responses and evaluations completed.

\*The proposal criteria follows in the packet for further explanation of each criteria.

**SOUTH TEXAS COLLEGE  
OFFICE SUPPLIES  
PROJECT NO. 23-24-1009  
EVALUATION SUMMARY**

|                                |  | Secondary              |        | Primary                                |       | Secondary                              |        | Secondary                |        |
|--------------------------------|--|------------------------|--------|--|-------|--|--------|--------------------------|--------|
| <b>VENDOR</b>                  |  | Copy Plus              |        | Gateway Printing & Office Supply, Inc. |       | Quill, LLC.                            |        | Ray's Business Products  |        |
| <b>ADDRESS</b>                 |  | 4500 N 10th St Ste 240 |        | 315 S Closner Blvd                     |       | 300 Tri State International Dr Ste 300 |        | 200 E Interstate I Ste 1 |        |
| <b>CITY/STATE</b>              |  | McAllen, TX 78504      |        | Edinburg, TX 78539                     |       | Lincolnshire, IL 60069                 |        | Pharr, TX 78577          |        |
| <b>PHONE</b>                   |  | 956-668-7587           |        | 956-383-3861                           |       | 800-634-4809                           |        | 956-782-1554             |        |
| <b>FAX</b>                     |  | 956-668-7590           |        | 956-316-0253                           |       | 800-789-2016                           |        | 956-782-1560             |        |
| <b>CONTACT</b>                 |  | Lorissa Pecina         |        | Chris Diaz                             |       | Karrie Szalkowski                      |        | Ray Cano                 |        |
| 1                              | The purchase price. (up to 32 points)  | 32                     | 32     | 30.08                                  | 30.08 | 26.78                                  | 26.78  | 27.83                    | 27.83  |
|                                |  | 32                     |        | 30.08                                  |       | 26.78                                  |        | 27.83                    |        |
|                                |  | 32                     |        | 30.08                                  |       | 26.78                                  |        | 27.83                    |        |
|                                |  | 32                     |        | 30.08                                  |       | 26.78                                  |        | 27.83                    |        |
| 2                              | The reputation of the vendor and of the vendors goods and/or services. (up to 15 points)   | 12                     | 11.68  | 14                                     | 14.62 | 14                                     | 13.81  | 12                       | 12.625 |
|                                |  | 13                     |        | 14.5                                   |       | 15                                     |        | 13                       |        |
|                                |  | 10.5                   |        | 15                                     |       | 15                                     |        | 14.25                    |        |
|                                |  | 11.25                  |        | 15                                     |       | 11.25                                  |        | 11.25                    |        |
| 3                              | The quality of the vendor's goods and/or services. (up to 14 points)   | 13                     | 13.625 | 13                                     | 13.75 | 13                                     | 13.625 | 12                       | 13.5   |
|                                |  | 13.5                   |        | 14                                     |       | 13.5                                   |        | 14                       |        |
|                                |  | 14                     |        | 14                                     |       | 14                                     |        | 14                       |        |
|                                |  | 14                     |        | 14                                     |       | 14                                     |        | 14                       |        |
| 4                              | The extent to which the vendor's goods and/or services meet the College's needs. (up to 20 points)   | 18                     | 18.75  | 19                                     | 19.25 | 18                                     | 19.25  | 17                       | 18.25  |
|                                |  | 18                     |        | 19                                     |       | 19                                     |        | 18                       |        |
|                                |  | 19                     |        | 19                                     |       | 20                                     |        | 18                       |        |
|                                |  | 20                     |        | 20                                     |       | 20                                     |        | 20                       |        |
| 5                              | The vendor's past relationship with the College. (up to 3 points)  | 3                      | 3      | 3                                      | 3     | 3                                      | 3      | 2                        | 2      |
|                                |  | 3                      |        | 3                                      |       | 3                                      |        | 2                        |        |
|                                |  | 3                      |        | 3                                      |       | 3                                      |        | 2                        |        |
|                                |  | 3                      |        | 3                                      |       | 3                                      |        | 2                        |        |
| 6                              | The impact on the ability of the College to comply with laws and rules relating to Historically Underutilized Business. (up to 1 point)  | 0                      | 0      | 0                                      | 0     | 0                                      | 0      | 0                        | 0      |
|                                |  | 0                      |        | 0                                      |       | 0                                      |        | 0                        |        |
|                                |  | 0                      |        | 0                                      |       | 0                                      |        | 0                        |        |
|                                |  | 0                      |        | 0                                      |       | 0                                      |        | 0                        |        |
| 7                              | The long-term cost to the College to acquire the vendor's goods or services. (up to 5 points)  | 5                      | 5      | 5                                      | 5     | 5                                      | 5      | 5                        | 5      |
|                                |  | 5                      |        | 5                                      |       | 5                                      |        | 5                        |        |
|                                |  | 5                      |        | 5                                      |       | 5                                      |        | 5                        |        |
|                                |  | 5                      |        | 5                                      |       | 5                                      |        | 5                        |        |
| 8                              | For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner:<br>a. has its principal place of business in this state; or<br>b. employs at least 500 persons in this state. (up to 5 points) | 5                      | 5      | 5                                      | 5     | 0                                      | 0      | 5                        | 5      |
|                                |  | 5                      |        | 5                                      |       | 0                                      |        | 5                        |        |
|                                |  | 5                      |        | 5                                      |       | 0                                      |        | 5                        |        |
|                                |  | 5                      |        | 5                                      |       | 0                                      |        | 5                        |        |
| 9                              | The vendor's handling of customer service issues. (up to 5 points)   | 4                      | 4.625  | 4                                      | 4.75  | 4                                      | 4.75   | 4                        | 4.5    |
|                                |  | 4.5                    |        | 5                                      |       | 5                                      |        | 4                        |        |
|                                |  | 5                      |        | 5                                      |       | 5                                      |        | 5                        |        |
|                                |  | 5                      |        | 5                                      |       | 5                                      |        | 5                        |        |
| <b>TOTAL EVALUATION POINTS</b> |  | 93.68                  |        | 95.45                                  |       | 86.215                                 |        | 88.705                   |        |
| <b>RANKING</b>                 |  | 2                      |        | 1                                      |       | 4                                      |        | 3                        |        |

The Director of Purchasing has reviewed all the responses and evaluations completed.  
\*The proposal criteria follows in the packet for further explanation of each criteria.

**SOUTH TEXAS COLLEGE**  
**3. PROPOSAL CRITERIA - PRODUCT AND SERVICE**

|                     |   | Product and Service |  |
|---------------------|---|---------------------|--|
|                     |   | Points              | Score Key  |
| <b>1</b>            | <b>Criterion 1: The purchase price</b><br>a. The low bidder gets the maximum points<br>b. Divide the lowest proposal by each of the other proposal(s)   | 42                  |  |
| <b>2</b>            | <b>Criterion 2: The reputation of the vendor and of the vendor's goods or services</b><br>a. Number of Years in Business<br>b. References (similar projects)<br>c. Services/Installation<br>d. Professional Licenses/Certifications   | 15                  | 13-15<br>8-12<br>3-7<br>0-2<br><b>Excellent<br/>Acceptable<br/>Marginal<br/>Poor/No Response</b>   |
| <b>3</b>            | <b>Criterion 3: The quality of the vendor's goods or service</b><br>a. Warranty<br>b. Service Support/Response Time<br>c. Goods/Product (manufacturer life)<br>d. Product Performance   | 14                  | 13-14<br>9-12<br>3-8<br>0-2<br><b>Excellent<br/>Acceptable<br/>Marginal<br/>Poor/No Response</b>   |
| <b>4</b>            | <b>Criterion 4: The extent to which the goods or services meet the district's needs</b><br>a. Time Frame to complete the project<br>b. Delivery Time Frame of product(s)<br>c. Number of staff<br>d. Meet or exceed the specifications  | 20                  | 16-20<br>11-15<br>6-10<br>0-5<br><b>Excellent<br/>Acceptable<br/>Marginal<br/>Poor/No Response</b> |
| <b>5</b>            | <b>Criterion 5: The vendor's past relationship with the district</b><br>a. Quality of Past Performances with STC<br><br>****New Vendors will receive two points   | 3                   | 3<br>2<br>1<br>0<br><b>Excellent<br/>Acceptable/New Vendor<br/>Marginal<br/>Poor/No Response</b>   |
| <b>6</b>            | <b>Criterion 6: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses</b><br>a. Provided the Certification  | 1                   | 1<br>0<br><b>Yes<br/>No</b>  |
| <b>7</b>            | <b>Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and</b><br>a. Annual Escalation Increase<br>b. Annual Maintenance Cost  |                     | Up to 5 points will be used from the purchase price if applicable                                  |
| <b>8</b>            | <b>Criterion 8: For a contract for goods and services, other that goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner:</b><br>a. Has its place of business in this state; or<br>b. Employs at least 500 persons in this state. | 5                   | 5<br>0<br><b>Yes<br/>No</b>  |
| <b>9</b>            | <b>Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals</b><br>a. Financial Standing<br>b. Potential or Pending Sale of Business<br>c. SAS 70<br>d. Red Flag Rules<br>e. Gramm-Leach-Bliley Act  |                     | Up to 5 points will be used from the purchase price if applicable                                  |
| <b>Total Points</b> |   | <b>100</b>          |  |

**Definitions of evaluation terms:**

- Excellent** - respondent provided information which fully addressed or exceeded the requirements
- Acceptable** - respondent provided information which addressed most but not all of the requirements
- Marginal** - respondent provided minimal information on requirements
- Poor/No response** - respondent provided inadequate responses to requirements or did not respond

**SOUTH TEXAS COLLEGE**  
**4. ADMISSION ASSESSMENT EXAMS**

| <b>NAME</b>           |     |  | Elsevier, Inc.             |               |
|-----------------------|-----|--|----------------------------|---------------|
| <b>ADDRESS</b>        |     |  | 11011 Richmond Ave Ste 450 |               |
| <b>CITY/STATE/ZIP</b> |     |  | Houston, TX 77042          |               |
| <b>PHONE</b>          |     |  | 800-950-2728               |               |
| <b>CONTACT</b>        |     |  | Jizelle Conopio            |               |
| #                     | Qty | Description  | Unit Price                 | Extension     |
| 1                     | 1   | Admission Assessment Exams<br>Period: 9/1/23 - 8/31/24 | \$ 120,000.00              | \$ 120,000.00 |
| <b>TOTAL AMOUNT</b>   |     |  | \$                         | 120,000.00    |

**SOUTH TEXAS COLLEGE  
5. TESTING MATERIALS**

| <b>NAME</b>           |     |   | The College Board  |              |
|-----------------------|-----|---|--------------------|--------------|
| <b>ADDRESS</b>        |     |   | 250 Vesey St       |              |
| <b>CITY/STATE/ZIP</b> |     |   | New York, NY 10281 |              |
| <b>PHONE</b>          |     |   | 212-713-8165       |              |
| <b>FAX</b>            |     |   | 212-713-8143       |              |
| #                     | Qty | Description   | Unit Price         | Extension    |
| 1                     | 1   | Testing Materials for Texas Success Initiative<br>(TSI)<br>Period: 9/1/23 - 8/31/24 | \$ 50,000.00       | \$ 50,000.00 |
| <b>TOTAL AMOUNT</b>   |     |   | \$                 | 50,000.00    |

**SOUTH TEXAS COLLEGE**  
**6. BANNER APPLICATION MAINTENANCE AGREEMENT**

| <b>NAME</b>                     |     |  | Ellucian, Inc. through Texas A&M University - Corpus Christi acting by and through the State of Texas<br>Department of Information Resources (DIR) for the Texas Connection Consortium |              |
|---------------------------------|-----|--|--|--------------|
| <b>ADDRESS</b>                  |     |  | 6300 Ocean Dr Unit 5767  |              |
| <b>CITY/STATE/ZIP</b>           |     |  | Corpus Christi, TX 78412   |              |
| <b>PHONE</b>                    |     |  | 361-825-2600   |              |
| <b>CONTACT</b>                  |     |  | Dana Rhyne Aikman  |              |
| #                               | Qty | Description  | Unit Price   | Extension    |
| <b>Period: 9/1/23 - 8/31/24</b> |     |  |  |              |
| 1                               | 1   | Banner Financial Aid                                     | \$ 38,681.56   | \$ 38,681.56 |
| 2                               | 1   | Banner Finance   | \$ 36,577.89   | \$ 36,577.89 |
| 3                               | 1   | Banner Finance Self-Service                              | \$ 4,573.95  | \$ 4,573.95  |
| 4                               | 1   | Banner Human Resources                                   | \$ 23,420.62   | \$ 23,420.62 |
| 5                               | 1   | Banner Employee Self-Service                             | \$ 12,704.84   | \$ 12,704.84 |
| 6                               | 1   | Banner Student   | \$ 37,884.57   | \$ 37,884.57 |
| 7                               | 1   | Banner Student Self-Service                              | \$ 8,214.65  | \$ 8,214.65  |
| 8                               | 1   | Banner Faculty (and Advisor) Self-Service                | \$ 11,010.81   | \$ 11,010.81 |
| 9                               | 1   | EDI Smart  | \$ 724.31  | \$ 724.31    |
| 10                              | 1   | Banner Workflow  | \$ 12,548.57   | \$ 12,548.57 |
| 11                              | 1   | Campus Loan Manager (CLM) (Campus Receivables Collector) | \$ 8,856.37  | \$ 8,856.37  |
| 12                              | 1   | Luminis Basic  | \$ 40,782.05   | \$ 40,782.05 |
| 13                              | 1   | Banner Recruiting & Admission Performance                | \$ 22,581.40   | \$ 22,581.40 |
| 14                              | 1   | Ellucian Degree Works                                    | \$ 11,314.83   | \$ 11,314.83 |
| 15                              | 1   | Ellucian Degree Transfer Equivalency                     | \$ 5,657.42  | \$ 5,657.42  |
| 16                              | 1   | Ellucian Mobile Platform Edition                         | \$ 8,736.91  | \$ 8,736.91  |
| 17                              | 1   | Ellucian Intelligent Learning Platform                   | \$ 13,244.68   | \$ 13,244.68 |

**SOUTH TEXAS COLLEGE**  
**6. BANNER APPLICATION MAINTENANCE AGREEMENT**

| NAME                |     |   | Ellucian, Inc. through Texas A&M University - Corpus Christi acting by and through the State of Texas<br>Department of Information Resources (DIR) for the Texas Connection Consortium |              |
|---------------------|-----|---|--|--------------|
| #                   | Qty | Description   | Unit Price   | Extension    |
| 18                  | 1   | Financial Aid FM Need Analysis  | \$ 7,913.83  | \$ 7,913.83  |
| 19                  | 1   | Xtender Solutions   | \$ 8,151.50  | \$ 8,151.50  |
| 20                  | 1   | Application Xtender   | \$ 21,034.41   | \$ 21,034.41 |
| 21                  | 1   | AppWorx   | \$ 32,416.65   | \$ 32,416.65 |
| 22                  | 1   | Document Management Suite May09   | \$ 3,244.19  | \$ 3,244.19  |
| 23                  | 1   | Application Xtender Test Bundle   | \$ 1,503.26  | \$ 1,503.26  |
| 24                  | 1   | Banner Enterprise Job Scheduler   | \$ 5,874.14  | \$ 5,874.14  |
| 25                  | 1   | Application Xtender Web Services  | \$ 1,938.75  | \$ 1,938.75  |
| 26                  | 1   | Banner Document Management Suite May11                                  | \$ 4,308.65  | \$ 4,308.65  |
| 27                  | 1   | Banner Document Management Suite Nov11                                  | \$ 1,706.75  | \$ 1,706.75  |
| 28                  | 1   | Banner Document Management Suite Dec11                                  | \$ 282.37  | \$ 282.37    |
| 29                  | 1   | Banner Document Management Suite - includes Application Xtender Package | \$ 1,223.73  | \$ 1,223.73  |
| 30                  | 1   | Administrative Fee  | \$ 10,645.63   | \$ 10,645.63 |
| 31                  | 1   | Chrome River  | \$ 29,600.00   | \$ 29,600.00 |
| <b>TOTAL AMOUNT</b> |     |   | \$   | 427,359.29   |

**SOUTH TEXAS COLLEGE**  
**7. COMMUNICATION AND MESSAGING SERVICES AGREEMENT**

| <b>NAME</b>           |     |  | Hit Labs, Inc. / Pronto    |              |
|-----------------------|-----|--|----------------------------|--------------|
| <b>ADDRESS</b>        |     |  | 2000 W Ashton Blvd Ste 350 |              |
| <b>CITY/STATE/ZIP</b> |     |  | Lehi, UT 84043             |              |
| <b>PHONE</b>          |     |  | 801-906-3999               |              |
| <b>CONTACT</b>        |     |  | Ben Cannon                 |              |
| #                     | Qty | Description  | Unit Price                 | Extension    |
| 1                     | 1   | Communication and Messaging Services Agreement - Year 1 - Period: 9/1/23 - 8/31/24 | \$ 77,290.08               | \$ 77,290.08 |
| 2                     | 1   | Communication and Messaging Services Agreement - Year 2 - Period: 9/1/24 - 8/31/25 | \$ 79,608.78               | \$ 79,608.78 |
| 3                     | 1   | Communication and Messaging Services Agreement - Year 3 - Period: 9/1/25 - 8/31/26 | \$ 81,997.04               | \$ 81,997.04 |
| <b>TOTAL AMOUNT</b>   |     |  | \$                         | 238,895.90   |

**SOUTH TEXAS COLLEGE**  
**8. DATA HOSTING AND MAINTENANCE AGREEMENT**

| <b>NAME</b>                     |     |   | TouchNet Information Systems, Inc. |                   |
|---------------------------------|-----|---|------------------------------------|-------------------|
| <b>ADDRESS</b>                  |     |   | P O Box 936565                     |                   |
| <b>CITY/STATE/ZIP</b>           |     |   | Atlanta, GA 31193-6565             |                   |
| <b>PHONE</b>                    |     |   | 816-294-6754                       |                   |
| <b>CONTACT</b>                  |     |   | Nathan Elder                       |                   |
| #                               | Qty | Description   | Unit Price                         | Extension         |
| <b>Period: 9/1/23 - 8/31/24</b> |     |   |                                    |                   |
| 1                               | 1   | TouchNet Annual Subscription Service - Mobile Bill+Payment Mobile Marketplace   | \$ 41,060.00                       | \$ 41,060.00      |
| 2                               | 1   | TouchNet Hosting Service - Payment Gateway Credit Card, ACH & Debit, Account Center, eBill, Payment Plans, Student Cashiering, Dept Deposits, uPay, uStores | \$ 98,130.00                       | \$ 98,130.00      |
| 3                               | 1   | TouchNet Hosting Service - eRefunds   | \$ 10,394.00                       | \$ 10,394.00      |
| 4                               | 1   | TouchNet Maintenance Service - Payment Gateway Credit Card & ACH, Student Cashiering, Department Deposits   | \$ 53,742.00                       | \$ 53,742.00      |
| 5                               | 1   | TouchNet Maintenance Service - Payment Gateway Debit Engine   | \$ 7,016.00                        | \$ 7,016.00       |
| 6                               | 1   | TouchNet Maintenance Service - Account Center, eBill, Payment Plans   | \$ 34,434.00                       | \$ 34,434.00      |
| 7                               | 1   | TouchNet Maintenance Service - Marketplace uPay, Marketplace uStores  | \$ 22,477.00                       | \$ 22,477.00      |
| <b>TOTAL AMOUNT</b>             |     |   | <b>\$</b>                          | <b>267,253.00</b> |

**SOUTH TEXAS COLLEGE**  
**9. DATA STORAGE HARDWARE MAINTENANCE AGREEMENT**

| <b>NAME</b>                     |     |  |             | Dell Marketing, LP. |                  |
|---------------------------------|-----|--|-------------|---------------------|------------------|
| <b>ADDRESS</b>                  |     |  |             | P O Box 676021      |                  |
| <b>CITY/STATE/ZIP</b>           |     |  |             | Dallas, TX 75267    |                  |
| <b>PHONE</b>                    |     |  |             | 512-596-1309        |                  |
| <b>CONTACT</b>                  |     |  |             | Bryanna Kelly       |                  |
| #                               | Qty | Description  | Service Tag | Unit Price          | Extension        |
| <b>Period: 8/1/23 - 8/31/24</b> |     |  |             |                     |                  |
| 1                               | 1   | Pro Support Plus, 24x7, 4HR, Enclosure, SC400, 3.5, 12-Bay | 12N8GK2     | \$ 2,487.03         | \$ 2,487.03      |
| 2                               | 1   | Pro Support Plus, 24x7, 4HR, Enclosure, SC400, 3.5, 12-Bay | 12N9GK2     | \$ 2,487.03         | \$ 2,487.03      |
| 3                               | 1   | Pro Support Plus, 24x7, 4HR, Enclosure, SC400, 3.5, 12-Bay | 12NBGK2     | \$ 2,487.03         | \$ 2,487.03      |
| 4                               | 1   | Pro Support Plus, 24x7, 4HR, Enclosure, SC400, 3.5, 12-Bay | 12NCGK2     | \$ 2,487.03         | \$ 2,487.03      |
| 5                               | 1   | Pro Support Plus, 24x7, 4HR, Enclosure, SC400, 3.5, 12-Bay | 12P5GK2     | \$ 2,487.03         | \$ 2,487.03      |
| 6                               | 1   | Pro Support Plus, 24x7, 4HR, Enclosure, SC400, 3.5, 12-Bay | 12QCGK2     | \$ 12,361.57        | \$ 12,361.57     |
| 7                               | 1   | Pro Support 24x7, Storage Optimization Bundle              |             | \$ 5,460.00         | \$ 5,460.00      |
| 8                               | 1   | Support Center   |             | \$ 5,460.00         | \$ 5,460.00      |
| <b>TOTAL AMOUNT</b>             |     |  |             | <b>\$</b>           | <b>30,256.72</b> |

**SOUTH TEXAS COLLEGE**  
**10. EMAIL BACKUP ONLINE LICENSE SUBSCRIPTION**

| <b>NAME</b>           |      |   | Software House<br>International (SHI)<br>Government Solutions |              |
|-----------------------|------|---|---|--------------|
| <b>ADDRESS</b>        |      |   | 290 Davidson Ave  |              |
| <b>CITY/STATE/ZIP</b> |      |   | Somerset, NJ 08873  |              |
| <b>PHONE</b>          |      |   | 732-868-8754  |              |
| <b>CONTACT</b>        |      |   | Joseph Marronaro  |              |
| #                     | Qty  | Description   | Unit Price  | Extension    |
| 1                     | 2001 | Spanning Backup for Microsoft Office 365-<br>Unlimited Retention<br>Kaseya-Part# S-CLD-O365-BKUP-ULR<br>Period: 9/6/23 - 9/5/24 | \$ 18.45  | \$ 36,918.45 |
| <b>TOTAL AMOUNT</b>   |      |   | \$  | 36,918.45    |

**SOUTH TEXAS COLLEGE**  
**11. EMAIL SECURITY SOFTWARE LICENSE AGREEMENT**

| <b>NAME</b>   |        |  | Software House<br>International (SHI)<br>Government Solutions |              |
|---|--------|--|---|--------------|
| <b>ADDRESS</b>  |        |  | 290 Davidson Ave  |              |
| <b>CITY/STATE/ZIP</b>                                       |        |  | Somerset, NJ 08873  |              |
| <b>PHONE</b>  |        |  | 732-868-8754  |              |
| <b>CONTACT</b>  |        |  | Joseph Marronaro  |              |
| #   | Qty    | Description  | Unit Price  | Extension    |
| <b>Period: 9/30/23 - 9/29/24</b><br><b>Contract #230105</b> |        |  |   |              |
| 1   | 2,001  | PFPT Enterprise P0 - F-Secure - S<br>Proofpoint - Part #PP-B-P0F-S-B-104                 | \$ 35.16  | \$ 70,355.16 |
| 2   | 30,000 | PFPT Enterprise P0 Light Users -<br>F-Secure - S<br>Proofpoint - Part #PP-B-LP0F-S-B-108 | \$ -  | \$ -         |
| 3   | 1      | Info Sec PS Implementation Services<br>Proofpoint - Part #PP-PST-IS-IMP                  | \$ 828.55   | \$ 828.55    |
| 4   | 1      | PFPT Platinum Level Support<br>Proofpoint - Part #PP-SUP-PS-12                           | \$ -  | \$ -         |
| <b>TOTAL AMOUNT</b>   |        |  | \$  | 71,183.71    |

**SOUTH TEXAS COLLEGE**  
**12. ENTERPRISE ANTIVIRUS, MAINTENANCE, AND SUPPORT**  
**AGREEMENT**

| <b>NAME</b>   |      |  | Software House International<br>(SHI) Government Solutions |              |
|---|------|--|--|--------------|
| <b>ADDRESS</b>  |      |  | 290 Davidson Ave   |              |
| <b>CITY/STATE/ZIP</b>                                       |      |  | Somerset, NJ 08873   |              |
| <b>PHONE</b>  |      |  | 732-868-8754   |              |
| <b>CONTACT</b>  |      |  | Joseph Marronaro   |              |
| #   | Qty  | Description  | Unit Price   | Extension    |
| <b>Period: 9/29/23 - 9/28/24</b><br><b>Contract #230105</b> |      |  |  |              |
| 1   | 1300 | Complete Data Prtzn Adv 1:1BZ<br>McAfee - Part #CDAECE-AT-CI | \$ 12.00   | \$ 15,600.00 |
| 2   | 2000 | Trellix EDR & EPP 1:1BZ<br>McAfee - Part #MV6ECE-AA-CI       | \$ 10.00   | \$ 20,000.00 |
| <b>TOTAL AMOUNT</b>   |      |  | \$   | 35,600.00    |

**SOUTH TEXAS COLLEGE**

**13. ENTERPRISE SOFTWARE LICENSES AND MAINTENANCE AGREEMENTS**

| <b>NAME</b>                     |            |  | Software House International<br>(SHI) Government Solutions |                  |
|---------------------------------|------------|--|--|------------------|
| <b>ADDRESS</b>                  |            |  | 3828 Pecana Trail  |                  |
| <b>CITY/STATE/ZIP</b>           |            |  | Austin, TX 78749   |                  |
| <b>PHONE</b>                    |            |  | 800-870-6079   |                  |
| <b>CONTACT</b>                  |            |  | Joseph Muniz   |                  |
| <b>#</b>                        | <b>Qty</b> | <b>Description</b>   | <b>Unit Price</b>  | <b>Extension</b> |
| <b>Period: 9/1/23 - 8/31/24</b> |            |  |  |                  |
| 1                               | 1          | FootPrints Service Core - Renewal  | \$ 48,242.90   | \$ 48,242.90     |
| 2                               | 100        | Deep Freeze Mac NA EDU Maintenance - Renewal   | \$ 3.21  | \$ 321.00        |
| 3                               | 628        | Insight NXT Maintenance - Renewal EDU  | \$ 1.70  | \$ 1,067.60      |
| 4                               | 100        | Insight NXT Maintenance - Renewal CR EDU   | \$ 50.76   | \$ 5,076.00      |
| 5                               | 4200       | Deep Freeze Mac NA EDU Maintenance - Renewal   | \$ 3.21  | \$ 13,482.00     |
| 6                               | 16         | Insight NXT Maintenance Renewal EDU  | \$ 3.40  | \$ 54.40         |
| 7                               | 1          | SolarWinds Security Event Manager SEM30 and Workstation SWE250 Annual Subscription - Renewal                           | \$ 3,371.43  | \$ 3,371.43      |
| 8                               | 1          | SolarWinds Web Performance Monitor WPM50 Annual Subscription - Renewal   | \$ 1,875.91  | \$ 1,875.91      |
| 9                               | 1          | SolarWinds Network Topology Mapper Annual Subscription - Renewal   | \$ 460.22  | \$ 460.22        |
| 10                              | 1          | SolarWinds Additional Polling Engine for SolarWinds Unlimited Licenses Annual Subscription - Renewal                   | \$ 4,808.49  | \$ 4,808.49      |
| 11                              | 1          | SolarWinds Network Configuration Manager DL500 Annual Subscription - Renewal   | \$ 2,272.89  | \$ 2,272.89      |
| 12                              | 1          | SolarWinds User Device Tracker Maintenance Annual Maintenance - Renewal  | \$ 507.90  | \$ 507.90        |
| 13                              | 1          | SolarWinds NetFlow Traffic Analyzer Module for SolarWinds Network Performance Monitor SLX Annual Maintenance - Renewal | \$ 4,410.54  | \$ 4,410.54      |
| 14                              | 1          | SolarWinds IP Address Manager IP4000 Annual Maintenance - Renewal  | \$ 1,144.23  | \$ 1,144.23      |
| 15                              | 1          | SolarWinds Network Performance Monitor SLX Annual Maintenance - Renewal  | \$ 7,721.62  | \$ 7,721.62      |
| 16                              | 1          | SolarWinds Server & Application Monitor Annual Maintenance Renewal   | \$ 9,222.92  | \$ 9,222.92      |
| <b>TOTAL AMOUNT</b>             |            |  | \$ 104,040.05  |                  |

**SOUTH TEXAS COLLEGE**  
**14. INTERNET SERVICE AGREEMENT - DISTRICT WIDE**

| <b>NAME</b>           |     | Charter Communications<br>Operating, LLC./ dba Spectrum<br>Gulf Coast through State of<br>Texas Department of<br>Information Resources -<br>TEXAN |              |               |
|-----------------------|-----|---|--------------|---------------|
| <b>ADDRESS</b>        |     | 300 W 15th St Ste 300   |              |               |
| <b>CITY/STATE/ZIP</b> |     | Austin, TX 78701  |              |               |
| <b>PHONE</b>          |     | 512-531-3264  |              |               |
| <b>CONTACT</b>        |     | Patrick Kufrovich   |              |               |
| #                     | Qty | Description   | Unit Price   | Extension     |
| 1                     | 12  | Internet Service - District Wide<br>Period: 9/1/23 - 8/31/24  | \$ 15,000.00 | \$ 180,000.00 |
| <b>TOTAL AMOUNT</b>   |     |   | \$           | 180,000.00    |

**SOUTH TEXAS COLLEGE**

**15. NETWORK HARDWARE AND SOFTWARE MAINTENANCE AGREEMENTS**

| <b>NAME</b>           |     |  | Netsync Network Solutions, Inc. |              | Software House International (SHI) Government Solutions |              |
|-----------------------|-----|--|---------------------------------|--------------|---|--------------|
| <b>ADDRESS</b>        |     |  | 2500 W Loop S Ste 410           |              | 3828 Pecana Trail                                       |              |
| <b>CITY/STATE/ZIP</b> |     |  | Houston, TX 77027               |              | Austin, TX 78749  |              |
| <b>PHONE</b>          |     |  | 210-428-7332                    |              | 800-870-6079  |              |
| <b>CONTACT</b>        |     |  | Pam Taylor                      |              | Marc Keyasko  |              |
| #                     | Qty | Description  | Unit Price                      | Extension    | Unit Price  | Extension    |
|                       |     |  | Number of Switches: 53          |              | Number of Switches: 80                                  |              |
| 1                     | 1   | Network Hardware and Software Maintenance Agreements<br>Period: 9/1/23 - 8/31/24 | \$ 79,765.80                    | \$ 79,765.80 | \$ 30,070.20  | \$ 30,070.20 |
| <b>TOTAL AMOUNT</b>   |     |  | \$                              | 79,765.80    | \$  | 30,070.20    |

**SOUTH TEXAS COLLEGE**  
**16. ORACLE LICENSE MAINTENANCE AGREEMENT**

| <b>NAME</b>                     |     | Oracle America, Inc.  |              |              |
|---------------------------------|-----|---|--------------|--------------|
| <b>ADDRESS</b>                  |     | P O Box 203448  |              |              |
| <b>CITY/STATE/ZIP</b>           |     | Dallas, TX 75320  |              |              |
| <b>PHONE</b>                    |     | 703-364-0676  |              |              |
| <b>CONTACT</b>                  |     | Dapo Lawal  |              |              |
| #                               | Qty | Description   | Unit Price   | Extension    |
| <b>Period: 9/1/23 - 8/31/24</b> |     |   |              |              |
| 1                               | 1   | Oracle Advanced Security Named User Plus Perpetual Qty: 23,896                                | \$ 22,126.38 | \$ 22,126.38 |
| 2                               | 1   | Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 13,716                    | \$ 84,922.27 | \$ 84,922.27 |
| 3                               | 1   | Oracle Diagnostic Pack - Named User Plus Perpetual Qty: 13,716                                | \$ 6,369.18  | \$ 6,369.18  |
| 4                               | 1   | Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 13,716 | \$ 42,461.17 | \$ 42,461.17 |
| 5                               | 1   | Oracle Internet Developer Suite-Named User Plus Perpetual Qty: 5                              | \$ 5,346.27  | \$ 5,346.27  |
| 6                               | 1   | Oracle Programmer - Named User Plus Perpetual Qty: 5  | \$ 1,081.45  | \$ 1,081.45  |
| 7                               | 1   | Oracle Real Application Clusters - Name User Plus Perpetual Qty: 13,716                       | \$ 42,461.17 | \$ 42,461.17 |
| 8                               | 1   | Oracle Tuning Pack - Named User Plus Perpetual Qty: 13,716                                    | \$ 6,369.18  | \$ 6,369.18  |
| 9                               | 1   | Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 670                       | \$ 11,374.58 | \$ 11,374.58 |
| 10                              | 1   | Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 670                                  | \$ 853.09    | \$ 853.09    |
| 11                              | 1   | Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 670    | \$ 8,530.92  | \$ 8,530.92  |
| 12                              | 1   | Oracle Real Application Clusters - Name User Plus Perpetual Qty: 670                          | \$ 5,687.28  | \$ 5,687.28  |
| 13                              | 1   | Oracle Tuning Pack - Named User Plus Perpetual Qty: 670                                       | \$ 853.09    | \$ 853.09    |
| 14                              | 1   | Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 979                       | \$ 7,921.32  | \$ 7,921.32  |
| 15                              | 1   | Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 979                                  | \$ 594.12    | \$ 594.12    |

**SOUTH TEXAS COLLEGE**  
**16. ORACLE LICENSE MAINTENANCE AGREEMENT**

| NAME |     |  | Oracle America, Inc. |              |
|------|-----|--|----------------------|--------------|
| #    | Qty | Description  | Unit Price           | Extension    |
| 16   | 1   | Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 979   | \$ 5,941.00          | \$ 5,941.00  |
| 17   | 1   | Oracle Real Application Clusters - Named User Plus Perpetual Qty: 979                        | \$ 3,960.64          | \$ 3,960.64  |
| 18   | 1   | Oracle Tuning Pack - Named User Plus Perpetual Qty: 979                                      | \$ 594.11            | \$ 594.11    |
| 19   | 1   | Oracle Database Enterprise Edition - Nonstandard User Qty: 1,338                             | \$ 17,718.47         | \$ 17,718.47 |
| 20   | 1   | Oracle Diagnostics Pack - Nonstandard User Qty: 1,338  | \$ 1,305.56          | \$ 1,305.56  |
| 21   | 1   | Oracle Internet Application Server Enterprise Edition - Nonstandard User Qty: 1,338          | \$ 13,055.72         | \$ 13,055.72 |
| 22   | 1   | Oracle Real Application Clusters - Nonstandard User Qty: 1,338                               | \$ 8,579.48          | \$ 8,579.48  |
| 23   | 1   | Oracle Tuning Pack - Nonstandard User Qty: 1,338   | \$ 1,305.59          | \$ 1,305.59  |
| 24   | 1   | Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 4,161                    | \$ 34,703.79         | \$ 34,703.79 |
| 25   | 1   | Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 4,161                               | \$ 3,653.02          | \$ 3,653.02  |
| 26   | 1   | Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 4,161 | \$ 25,571.20         | \$ 25,571.20 |
| 27   | 1   | Oracle Real Application Clusters - Named User Plus Perpetual Qty: 4,161                      | \$ 16,803.93         | \$ 16,803.93 |
| 28   | 1   | Oracle Tuning Pack - Named User Plus Perpetual Qty: 4,161                                    | \$ 3,653.02          | \$ 3,653.02  |
| 29   | 1   | Sun Horizon Library Manager for L-Series Library Admin L180-Storage Device Qty: 1            | \$ 371.10            | \$ 371.10    |
| 30   | 1   | Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 900                      | \$ 11,660.24         | \$ 11,660.24 |
| 31   | 1   | Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 900                                 | \$ 1,227.40          | \$ 1,227.40  |
| 32   | 1   | Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 900   | \$ 8,591.80          | \$ 8,591.80  |
| 33   | 1   | Oracle Real Application Clusters - Named User Plus Perpetual Qty: 900                        | \$ 5,646.03          | \$ 5,646.03  |
| 34   | 1   | Oracle Tuning Pack - Named User Plus Perpetual Qty: 900                                      | \$ 1,227.40          | \$ 1,227.40  |

**SOUTH TEXAS COLLEGE**  
**16. ORACLE LICENSE MAINTENANCE AGREEMENT**

| NAME |     |  | Oracle America, Inc. |              |
|------|-----|--|----------------------|--------------|
| #    | Qty | Description  | Unit Price           | Extension    |
| 35   | 1   | Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 106                      | \$ 3,208.32          | \$ 3,208.32  |
| 36   | 1   | Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 106                                 | \$ 337.73            | \$ 337.73    |
| 37   | 1   | Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 106   | \$ 2,363.98          | \$ 2,363.98  |
| 38   | 1   | Oracle Tuning Pack - Named User Plus Perpetual Qty: 106                                      | \$ 337.73            | \$ 337.73    |
| 39   | 1   | Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 2,132                    | \$ 27,140.05         | \$ 27,140.05 |
| 40   | 1   | Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 2,132                               | \$ 2,856.85          | \$ 2,856.85  |
| 41   | 1   | Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 2,132 | \$ 19,997.91         | \$ 19,997.91 |
| 42   | 1   | Oracle Real Application Clusters - Named User Plus Perpetual Qty: 2,132                      | \$ 13,141.50         | \$ 13,141.50 |
| 43   | 1   | Oracle Tuning Pack - Named User Plus Perpetual Qty: 2,132                                    | \$ 2,856.85          | \$ 2,856.85  |
| 44   | 1   | Oracle Advanced Security - Named User Plus Perpetual Qty: 345                                | \$ 3,163.29          | \$ 3,163.29  |
| 45   | 1   | Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 239                      | \$ 6,939.40          | \$ 6,939.40  |
| 46   | 1   | Oracle Diagnostics Pack - Named User Plus Perpetual Qty: 239                                 | \$ 1,095.70          | \$ 1,095.70  |
| 47   | 1   | Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 239   | \$ 5,113.25          | \$ 5,113.25  |
| 48   | 1   | Oracle Real Application Clusters - Named User Plus Perpetual Qty: 106                        | \$ 1,513.58          | \$ 1,513.58  |
| 49   | 1   | Oracle Real Application Clusters - Named User Plus Perpetual Qty: 239                        | \$ 3,360.12          | \$ 3,360.12  |
| 50   | 1   | Oracle Tuning Pack - Named User Plus Perpetual Qty: 239                                      | \$ 730.46            | \$ 730.46    |
| 51   | 1   | Oracle GoldenGate - Named User Plus Perpetual Qty: 24,241                                    | \$ 51,882.63         | \$ 51,882.63 |
| 52   | 1   | Oracle Advance Security-Named User Plus Perpetual Qty: 1703                                  | \$ 3,558.93          | \$ 3,558.93  |
| 53   | 1   | Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 1703                     | \$ 11,270.01         | \$ 11,270.01 |

**SOUTH TEXAS COLLEGE**  
**16. ORACLE LICENSE MAINTENANCE AGREEMENT**

| NAME                |     |   | Oracle America, Inc. |                   |
|---------------------|-----|---|----------------------|-------------------|
| #                   | Qty | Description   | Unit Price           | Extension         |
| 54                  | 1   | Oracle Diagnostics Pack - Names User Plus Perpetual Qty: 1703                             | \$ 1,779.47          | \$ 1,779.47       |
| 55                  | 1   | Oracle GoldenGate - Named User Plus Perpetual Qty: 1703                                   | \$ 4,152.14          | \$ 4,152.14       |
| 56                  | 1   | Oracle Internet Application Server Enterprise Edition Named User Plus Perpetual Qty: 1703 | \$ 8,304.26          | \$ 8,304.26       |
| 57                  | 1   | Oracle Real Application Clusters - Named User Plus Perpetual Qty: 1703                    | \$ 5,457.13          | \$ 5,457.13       |
| 58                  | 1   | Oracle Tuning Pack - Named User Plus Perpetual Qty: 1703                                  | \$ 1,186.27          | \$ 1,186.27       |
| 59                  | 1   | Oracle Advanced Security - Named User Plus Perpetual Qty: 77                              | \$ 632.88            | \$ 632.88         |
| 60                  | 1   | Oracle Database Enterprise Edition - Named User Plus Perpetual Qty: 77                    | \$ 2,002.21          | \$ 2,002.21       |
| 61                  | 1   | Oracle Diagnostic Pack - Named User Plus Perpetual Qty: 77                                | \$ 322.22            | \$ 322.22         |
| 62                  | 1   | Oracle GoldenGate - Named User Plus Perpetual Qty: 77                                     | \$ 736.45            | \$ 736.45         |
| 63                  | 1   | Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual Qty: 77 | \$ 1,472.90          | \$ 1,472.90       |
| 64                  | 1   | Oracle Real Application Clusters - Named User Plus Perpetual Qty: 77                      | \$ 966.58            | \$ 966.58         |
| 65                  | 1   | Oracle Tuning Pack - Named User Plus Perpetual Qty: 77                                    | \$ 207.13            | \$ 207.13         |
| <b>TOTAL AMOUNT</b> |     |   | <b>\$</b>            | <b>600,608.90</b> |

**SOUTH TEXAS COLLEGE**  
**17. PUBLIC WEBSITE HOSTING SERVICES AGREEMENT**

| <b>NAME</b>           |     |   | Rackspace US, Inc.    |              |
|-----------------------|-----|---|-----------------------|--------------|
| <b>ADDRESS</b>        |     |   | 1 Fanatical Place     |              |
| <b>CITY/STATE/ZIP</b> |     |   | San Antonio, TX 78218 |              |
| <b>PHONE</b>          |     |   | 210-312-4325          |              |
| <b>CONTACT</b>        |     |   | Aric Morgan           |              |
| #                     | Qty | Description   | Unit Price            | Extension    |
| 1                     | 12  | Public Website Hosting Services Agreement<br>Period: 9/1/23 - 8/31/24 | \$ 6,250.00           | \$ 75,000.00 |
| <b>TOTAL AMOUNT</b>   |     |   | \$                    | 75,000.00    |

**SOUTH TEXAS COLLEGE**  
**18. SERVER HARDWARE MAINTENANCE AND SUPPORT AGREEMENT**

| <b>NAME</b>           |     | Dell Marketing, LP.   | EMC Corporation/dba<br>System Peripherals, Inc. |               | Software House<br>International (SHI)<br>Government Solutions |              |              |              |
|-----------------------|-----|---|---|---------------|---|--------------|--------------|--------------|
| <b>ADDRESS</b>        |     | P O Box 676021  | 176 South St                                    |               | 290 Davidson Ave  |              |              |              |
| <b>CITY/STATE/ZIP</b> |     | Dallas, TX 75267  | Hopkinton, MA 01748                             |               | Somerset, NJ 08873  |              |              |              |
| <b>PHONE</b>          |     | 800-456-3355  | 416-211-6724                                    |               | 732-868-8754  |              |              |              |
| <b>CONTACT</b>        |     | Jose Ramirez  | Gabriela Graell                                 |               | Joseph Marronaro  |              |              |              |
| #                     | Qty | Description   | Unit Price                                      | Extension     | Unit Price  | Extension    | Unit Price   | Extension    |
| 1                     | 1   | Server Hardware<br>Maintenance and<br>Support Agreement<br>Period: 9/1/23 - 8/31/24 | \$ 153,893.35                                   | \$ 153,893.35 | \$ 83,212.07  | \$ 83,212.07 | \$ 26,096.10 | \$ 26,096.10 |
| <b>TOTAL AMOUNT</b>   |     |   | \$  | 153,893.35    | \$  | 83,212.07    | \$           | 26,096.10    |

**SOUTH TEXAS COLLEGE**  
**19. SUPPORT SERVICES AGREEMENT**

| <b>NAME</b>           |     |  | Ellucian Company, LP. |              |
|-----------------------|-----|--|-----------------------|--------------|
| <b>ADDRESS</b>        |     |  | 4375 Fair Lakes Ct    |              |
| <b>CITY/STATE/ZIP</b> |     |  | Fairfax, VA 22033     |              |
| <b>PHONE</b>          |     |  | 610-578-5218          |              |
| <b>CONTACT</b>        |     |  | Diane Dougherty       |              |
| #                     | Qty | Description  | Unit Price            | Extension    |
| 1                     | 1   | Support Services Agreement -<br>Advantage Plus Support Upgrade<br>Period: 9/1/23 - 8/31/24 | \$ 33,000.00          | \$ 33,000.00 |
| <b>TOTAL AMOUNT</b>   |     |  | \$                    | 33,000.00    |

**SOUTH TEXAS COLLEGE**  
**20. SYSTEM APPLIANCES MAINTENANCE AGREEMENT**

| <b>NAME</b>                     |     |  | Netsync Network Solutions, Inc. |              |
|---------------------------------|-----|--|---------------------------------|--------------|
| <b>ADDRESS</b>                  |     |  | 2500 W Loop S Ste 410           |              |
| <b>CITY/STATE/ZIP</b>           |     |  | Houston, TX 77027               |              |
| <b>PHONE</b>                    |     |  | 713-218-5000                    |              |
| <b>CONTACT</b>                  |     |  | Michelle Bailey                 |              |
| #                               | Qty | Description  | Unit Price                      | Extension    |
| <b>Period: 9/1/23 - 8/31/24</b> |     |  |                                 |              |
| 1                               | 1   | F5 Services BIG Premium (Level 1-3) SN: F5-SVC-BIG-PRE-L1-3-2-HW | \$ 11,477.60                    | \$ 11,477.60 |
| 2                               | 1   | F5 Services BIG Premium (Level 1-3) SN: F5-SVC-BIG-PRE-L1-3-2-HW | \$ 11,477.60                    | \$ 11,477.60 |
| 3                               | 1   | F5 Service BIG-VE+Premium L13 SN: F5-SVC-BIG-VE+PREL13-2-SW      | \$ 15.30                        | \$ 15.30     |
| 4                               | 1   | F5 Service BIG-VE+Premium L13 SN: F5-SVC-BIG-VE+PREL13-2-SW      | \$ 15.30                        | \$ 15.30     |
| <b>TOTAL AMOUNT</b>             |     |  | \$ 22,985.80                    |              |

**SOUTH TEXAS COLLEGE  
21. FACILITY USAGE AGREEMENTS**

| <b>NAME</b>           |     |  | City of Edinburg      |             | City of McAllen   |              |
|-----------------------|-----|--|-----------------------|-------------|-------------------|--------------|
| <b>ADDRESS</b>        |     |  | 415 W University Dr   |             | 1300 Houston Ave  |              |
| <b>CITY/STATE/ZIP</b> |     |  | Edinburg, Texas 78539 |             | McAllen, TX 78501 |              |
| <b>PHONE</b>          |     |  | 956-388-8204          |             | 956-681-3111      |              |
| <b>CONTACT</b>        |     |  | Magdiel Castle        |             | Carla Puente      |              |
| #                     | Qty | Description  | Unit Price            | Extension   | Unit Price        | Extension    |
| 1                     | 1   | Edinburg Municipal Auditorium<br>Amistades Concert Series 2023 -<br>Fall Showcase  | \$ 1,175.00           | \$ 1,175.00 |                   |              |
| 2                     | 1   | Edinburg Municipal Auditorium<br>Amistades Concert Series 2024 -<br>Spring Showcase  | \$ 1,175.00           | \$ 1,175.00 |                   |              |
| 3                     | 1   | McAllen Performing Arts Center<br>Tradiciones 2024 - Annual Concert<br>Series  |                       |             | \$ 10,000.00      | \$ 10,000.00 |
| 4                     | 1   | McAllen Convention Center<br>South Texas College State Dance<br>Competition - Folklorico &<br>Contemporary Dance Competition |                       |             | \$ 9,794.00       | \$ 9,794.00  |
| <b>TOTAL AMOUNT</b>   |     |  | \$ 2,350.00           |             | \$ 19,794.00      |              |

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## **Review and Recommend Action on Proposed Budget for FY 2023 – 2024**

Purpose and Justification – Administration requests that the Committee review the enclosed Budget for FY 2023 – 2024 and recommend approval.

Dr. Ricardo J. Solis, President and Mrs. Mary Elizondo, Vice President for Finance and Administrative Services, will discuss the proposed budget for FY 2023 – 2024 with the Committee.

This is a preliminary plan for the next fiscal year that includes the following assumptions:

### **Unrestricted Fund Revenues:**

- State Appropriations revenue is based on the preliminary state allocation schedule for the new outcomes-based formula funding model recommended by the Texas Commission on Community College Funding (TxCCCF).
- Tuition and Fees revenue for FY 2023 - 2024 is based on projected enrollment of 17,166 traditional students, a 4.7% decrease from Fall 2022, and 10,200 dual enrollment tuition free students for Fall 2023. The tuition revenue projection is also based on the simplified tuition rate (STR) approved by the Board on March 28, 2023. The simplified tuition rate incorporates In-District, Out-of-District Tuition, majority of the mandatory fees, Program Differential Tuition, and other selected fees into one rate per semester credit hour.
- M&O Property Tax revenue and Other Revenues for FY 2023 - 2024 are based on projections, assessed values, and trend analysis.
- The Higher Education Emergency Relief Fund (HEERF) Lost Revenue will be removed since the College had to use the HEERF III Institutional Portion allocated to the College by June 2023.
- Carryover Allocations (fund balance) are based on the needs of the College. The College proposes to fund initiatives from fund balance in order to support the goals and objectives for FY 2023 – 2024. The use of funds from fund balance will still allow the College to comply with the Unrestricted Fund Balance requirement since the College will exceed the minimum number of months in reserve threshold.

### **Unrestricted Fund Expenditures, Transfers and Reserves:**

- The Salary and Benefits expenditure budgets for FY 2023 - 2024 reflect the Board approved changes recommended by the Texas Association of School Boards (TASB), and the Board approved new positions and adjustments.

- The Operating, Travel, and Capital Outlay, and Transfers and Reserves expenditure budgets for FY 2023 – 2024 are based on the proposed requests from the College's departments in support of the initiatives for the upcoming fiscal year.

#### **Auxiliary Fund Revenues:**

- Bookstore Commission and Vending Machine revenues are based on the projected sales commission from vendors.
- Interest revenue is based on trend and the projected market interest rate outlook.
- The Nursing and Allied Health (NAH) Pinning Fees revenue is based on the projected fee revenue from NAH students and the applicable pinning ceremony fees.
- The Carryover Fund Balance allocation is based on the needs of the College's departments.
- The Student Activity Fee revenue is based on a projected enrollment of 17,166 traditional students.
- The Child Care & Development revenue is based on the tuition and fees assessed to students and non-students.
- Self-Supporting Conferences revenue and the Non-Public Fund revenue are based on the projected remaining funds and new fiscal year revenues.

#### **Auxiliary Fund Expenditures:**

- The FY 2023 – 2024 expenditure budgets are proposed to adjust as necessary according to their funding source, the needs of the College's departments, and the salary adjustments related to the Compensation Plan provided by the Texas Association of School Boards (TASB).

#### **Restricted Fund Revenues and Expenditures:**

- The FY 2023 – 2024 revenue budgets are based on the estimated state and federal financial aid assistance for students, the on-behalf revenue appropriation, and the state, federal, private and local grants the College will receive.
- The expenditure budgets are proposed to adjust as necessary according to their funding source.

#### **Plant Fund Revenues and Expenditures:**

- The Unexpended – Construction Fund is based on new renovation and construction projects termed Capital Improvements Projects (CIPs).

- The Unexpended – Renewals and Replacements Fund is based on capital renewal and replacement construction projects needed at each campus.
- The Unexpended – Retirement of Indebtedness Fund revenue is based on the College's bond indentures principal, interest, and related costs.

Financial managers have submitted their anticipated expenditure budgets through the budget database for operating, travel, and capital. These expenditures are included in the Proposed Budget for FY 2023 – 2024.

The Preliminary Summary of Unrestricted Projected Revenues and Expenditures for FY 2023 - 2024 with Comparison to the FY 2022 – 2023 Amended Budget (Exhibit 1), and the Preliminary Unrestricted Budget Summary for FY 2023 – 2024 presentation follow in the packet for the Committee's review and information. In order to balance the unrestricted fund budget, the College will continue to monitor trends, update projections and adjust revenues and expenditures as needed. Copies of the Proposed Draft Budget for FY 2023 – 2024 are included under separate cover.

Additional changes may be required to the budget revenue and expenditure projections, prior to final presentation to the Board based on revised revenue projections.

The Resolution Adopting the Budget for FY 2023 – 2024 will also be presented at the August 22, 2023 Board meeting for approval.

Mary Elizondo, Vice President for Finance and Administrative Services, will present on the Preliminary Summary of Unrestricted Projected Budget for FY 2023 – 2024 for the Committee's review and discussion.

It is requested that the Committee recommend for Board approval of the Budget for FY 2023 – 2024.

**South Texas College  
Unrestricted Fund**

**Exhibit #1**

Fall: 17,166, Spring: 14,932, Summer: 7,174

**Preliminary FY 2023 - 2024 (Next Year) Budget Summary with Comparison to FY 2022 - 2023 (Current Year)  
As of August 8, 2023**

| Summary of Revenues and Carryover Allocations       | FY 2022 - 2023<br>Budget<br>(Amended) | FY 2023 - 2024<br>Budget<br>(Preliminary) | %<br>of Total<br>Revenues | Difference<br>FY 2023 Amended to<br>FY 2024 Preliminary |
|---|---------------------------------------|---|---------------------------|---|
| State Appropriations                                | \$ 40,094,033                         | \$ 52,949,625                             | 25.94%                    | \$ 12,855,592   |
| Other State Appropriation-Hazlewood Reimbursement   | 45,000                                | 45,000                                    | 0.02%                     | -   |
| <b>Total State Appropriations</b>                   | <b>40,139,033</b>                     | <b>52,994,625</b>                         | <b>25.96%</b>             | <b>12,855,592</b>                                       |
| <i>Academic &amp; Differential Tuition-Net TPEG</i> | 29,609,682                            | 51,489,135                                | 25.22%                    | 21,879,453  |
| <i>Continuing Ed/CATA-Net TPEG</i>                  | 3,834,361                             | 4,321,595                                 | 2.12%                     | 487,234   |
| <b>Total Tuition-Net of TPEG</b>                    | <b>33,444,043</b>                     | <b>55,810,730</b>                         | <b>27.35%</b>             | <b>22,366,687</b>                                       |
| <b>Total Fees</b>                                   | <b>26,617,493</b>                     | <b>2,912,740</b>                          | <b>1.43%</b>              | <b>(23,704,753)</b>                                     |
| <b>Total M&amp;O Property Taxes</b>                 | <b>65,888,360</b>                     | <b>68,095,878</b>                         | <b>33.36%</b>             | <b>2,207,518</b>  |
| <b>Total Other Revenues</b>                         | <b>7,939,699</b>                      | <b>9,794,475</b>                          | <b>4.80%</b>              | <b>1,854,776</b>  |
| <b>Total HEERF Lost Revenue</b>                     | <b>7,507,655</b>                      | <b>-</b>                                  | <b>0.00%</b>              | <b>(7,507,655)</b>                                      |
| <b>Total Carryover Allocations</b>                  | <b>18,567,464</b>                     | <b>14,543,353</b>                         | <b>7.10%</b>              | <b>(4,024,111)</b>                                      |
| <b>Total Revenues and Carryover Allocations</b>     | <b>\$ 200,103,747</b>                 | <b>\$ 204,151,801</b>                     | <b>100.00%</b>            | <b>\$ 4,048,054</b>                                     |

| Summary of Expenditures                             | FY 2022 - 2023<br>Budget<br>(Amended) | FY 2023 - 2024<br>Budget<br>(Preliminary) | %<br>of Total<br>Expenditures | Difference<br>FY 2022 Amended to<br>FY 2023 Preliminary |
|---|---------------------------------------|---|-------------------------------|---|
| <b>Total Salaries</b>                               | <b>\$ 110,861,613</b>                 | <b>\$ 115,123,059</b>                     | <b>56.39%</b>                 | <b>\$ 4,261,446</b>                                     |
| <i>Total Benefits - Not State Funded</i>            | 17,022,584                            | 26,574,971                                | 13.02%                        | 9,552,387   |
| <i>Total Benefits - State Funded</i>                | 8,959,877                             | -   | 0.00%                         | (8,959,877)   |
| <b>Total Benefits</b>                               | <b>25,982,461</b>                     | <b>26,574,971</b>                         | <b>13.02%</b>                 | <b>592,510</b>  |
| <b>Total Operating</b>                              | <b>41,612,382</b>                     | <b>44,815,629</b>                         | <b>21.95%</b>                 | <b>3,203,247</b>  |
| <b>Total Travel</b>                                 | <b>2,355,768</b>                      | <b>2,535,102</b>                          |                               | <b>179,334</b>  |
| <b>Total Capital Outlay</b>                         | <b>3,283,868</b>                      | <b>3,103,040</b>                          | <b>1.52%</b>                  | <b>(180,828)</b>  |
| <b>Total Expenditures</b>                           | <b>\$ 184,096,092</b>                 | <b>\$ 192,151,801</b>                     | <b>94.12%</b>                 | <b>\$ 8,055,709</b>                                     |
| <b>Transfers &amp; Reserves</b>                     |                                       |   |                               |   |
| Transfer to Unexpended Plant Fund (Carryover)       | 6,500,000                             | 10,000,000                                | 4.90%                         | 3,500,000   |
| Transfer to CE Unexpended Plant Fund                | -                                     | -   | 0.00%                         | -   |
| Transfer to R&R Plant Fund                          | -                                     | -   | 0.00%                         | -   |
| Contingency Fund (Carryover)                        | 2,000,000                             | 2,000,000                                 | 0.98%                         | -   |
| Fund Balance Reserve                                | -                                     | -   |                               | -   |
| HEERF Fund Balance Reserve                          | 7,507,655                             | -   | 0.00%                         | (7,507,655)   |
| <b>Total Transfers &amp; Reserves</b>               | <b>16,007,655</b>                     | <b>12,000,000</b>                         | <b>5.88%</b>                  | <b>(4,007,655)</b>                                      |
| <b>Total Expenditures, Transfers &amp; Reserves</b> | <b>\$ 200,103,747</b>                 | <b>\$ 204,151,801</b>                     | <b>100.00%</b>                | <b>\$ 4,048,054</b>                                     |

|   |             |             |  |             |
|---|-------------|-------------|--|-------------|
| <b>Revenues and Carryover Allocations over Expenditures</b> | <b>\$ -</b> | <b>\$ -</b> |  | <b>\$ -</b> |
|---|-------------|-------------|--|-------------|

\* State On-Behalf Appropriations Moved to Restricted Fund for FY 2022 - 2023



FY 2023 – 2024

# Proposed Budget

August 8, 2023

Maria G. Elizondo, MBA, CPA, CFE, CGMA

Vice President for Finance and Administrative Services

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## FY 2023 – 2024 Budget Highlights



1. State Appropriations based on HB8 funding
2. Decrease in enrollment projection for FY 2023 – 2024
3. Tuition and Fees Revenue projections based on Simplified Tuition Rates
4. Increase in Property Tax Revenue
5. Carryover Allocations (Fund Balance) used for capital expenditures
6. Salary Budget increased based on recommendations from TASB, new positions, reclassifications, adjustments, and Direct Wage rate increase (4% salary increase at \$15/hr starting rate)

2

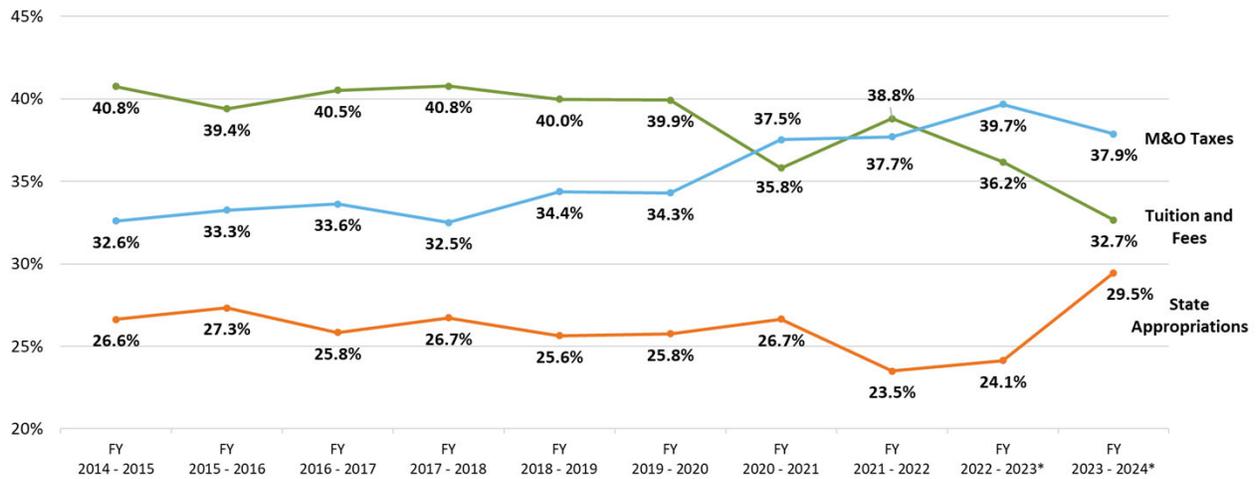
## FY 2023 - 2024 Traditional and Dual Credit Enrollment Headcount Projection

| Term         | FY 2022 - 2023 Traditional (Actual) | FY 2023 - 2024 Traditional Projected | Enrollment Increase/(Decrease) (from FY 2022 - 2023) | % Change     |
|--------------|-------------------------------------|--------------------------------------|--|--------------|
| Fall         | 18,012                              | 17,166                               | (846)  | -4.7%        |
| Spring       | 14,832                              | 14,932                               | 100  | 0.7%         |
| Summer       | 7,234                               | 7,174                                | (60)   | -0.8%        |
| <b>Total</b> | <b>40,078</b>                       | <b>39,272</b>                        | <b>(806)</b>   | <b>-2.0%</b> |

| Term         | FY 2022 - 2023 Dual Credit (Actual) | FY 2023 - 2024 Dual Credit Projected | Enrollment Increase/(Decrease) (from FY 2022 - 2023) | % Change     |
|--------------|-------------------------------------|--------------------------------------|--|--------------|
| Fall         | 9,984                               | 10,200                               | 216  | 2.2%         |
| Spring       | 11,730                              | 11,500                               | (230)  | -2.0%        |
| Summer       | 4,541                               | 4,349                                | (192)  | -4.2%        |
| <b>Total</b> | <b>26,255</b>                       | <b>26,049</b>                        | <b>(206)</b>   | <b>-0.8%</b> |

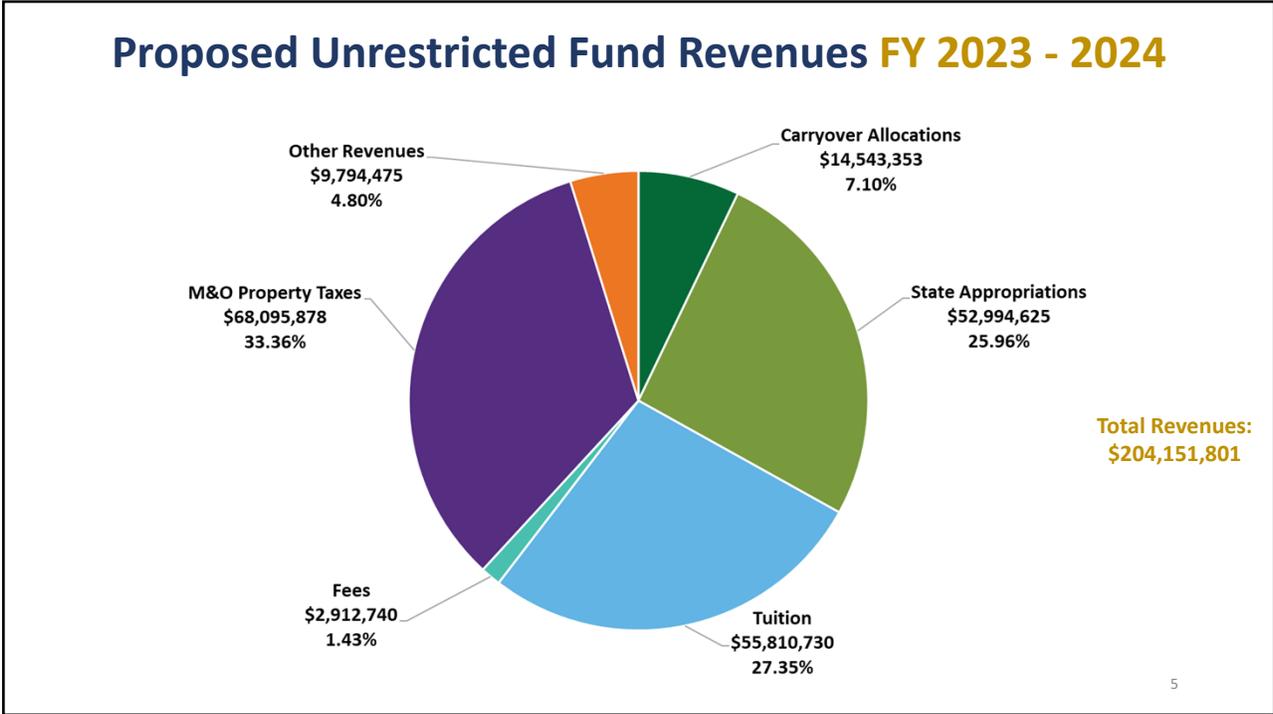
3

## Historical Trend of 3 Primary Revenue Sources FY 2014 – 2015 to FY 2023 – 2024



\* Budgeted

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### Preliminary Unrestricted Fund Revenues FY 2023 - 2024

| Summary of Revenues                                  | FY 2022 - 2023 Budget (Amended) | FY 2023 - 2024 Budget (Proposed) | Increase/ (Decrease) |
|--|---------------------------------|----------------------------------|----------------------|
| State Appropriations                                 | \$40,094,033                    | \$52,949,625                     | \$12,855,592         |
| Other State Appropriations – Hazlewood Reimbursement | 45,000                          | 45,000                           | -                    |
| <b>Total State Appropriations</b>                    | <b>40,139,033</b>               | <b>52,994,625</b>                | <b>12,855,592</b>    |
| <b>Total Tuition-Net of TPEG</b>                     | <b>33,444,043</b>               | <b>55,810,730</b>                | <b>22,366,687</b>    |
| <b>Total Fees</b>                                    | <b>26,617,493</b>               | <b>2,912,740</b>                 | <b>(23,704,753)</b>  |
| <b>Total M&amp;O Property Taxes</b>                  | <b>65,888,360</b>               | <b>68,095,878</b>                | <b>2,207,518</b>     |
| <b>Total Other Revenues</b>                          | <b>7,939,699</b>                | <b>9,794,475</b>                 | <b>1,854,776</b>     |
| <b>Total HEERF Lost Revenue</b>                      | <b>7,507,655</b>                | <b>-</b>                         | <b>(7,507,655)</b>   |
| <b>Total Carryover Allocations</b>                   | <b>18,567,464</b>               | <b>14,543,353</b>                | <b>(4,024,111)</b>   |
| <b>Total Revenues</b>                                | <b>\$200,103,747</b>            | <b>\$204,151,801</b>             | <b>\$4,048,054</b>   |

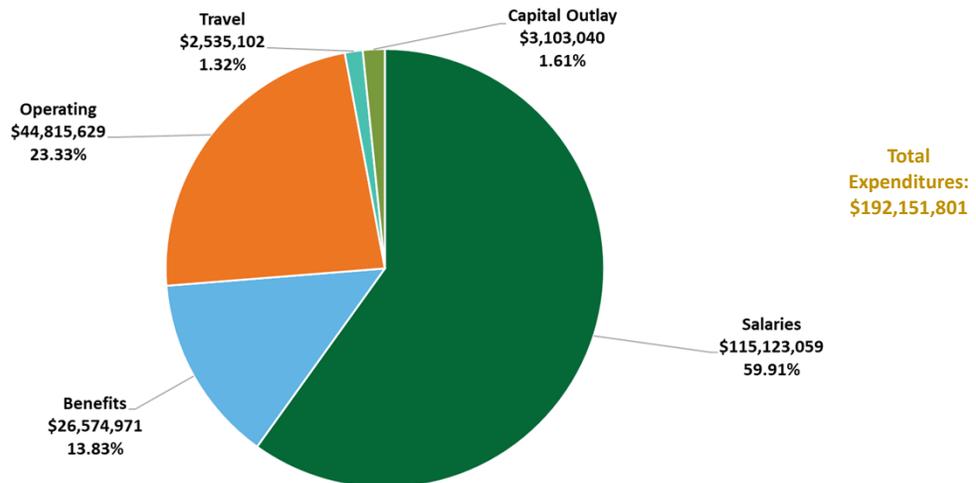
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## Carryover Allocations **FY 2023 - 2024**

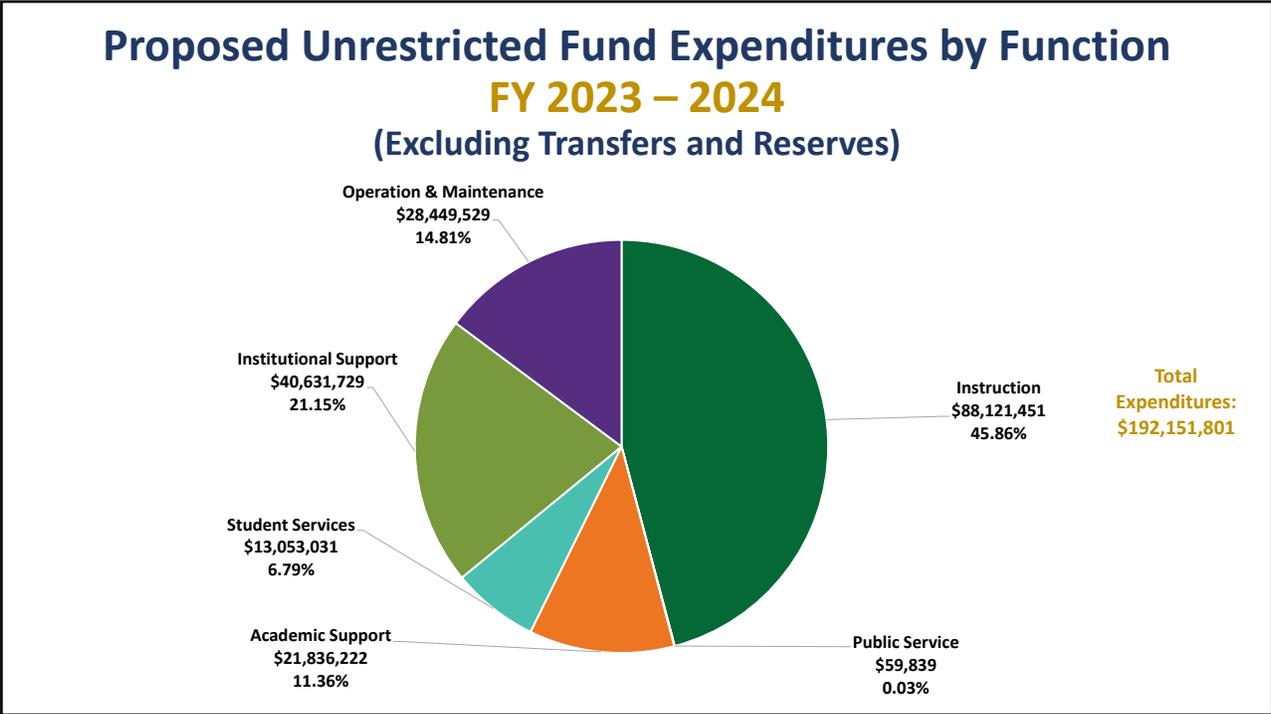
| Carryover Allocations                            | FY 2022 - 2023<br>Budget<br>(Amended) | FY 2023 - 2024<br>Budget<br>(Proposed) | Increase/<br>(Decrease) |
|--|---------------------------------------|--|-------------------------|
| Contingency Fund                                 | \$2,000,000                           | \$2,000,000                            | \$ -                    |
| Developmental Studies Book Royalties             | 4,813                                 | 4,813                                  | -                       |
| Unexpended Construction Plant Fund               | 6,500,000                             | 10,000,000                             | 3,500,000               |
| Continuing, Professional and Workforce Education | 449,100                               | 448,200                                | (900)                   |
| Capital Purchases                                | 933,810                               | 2,090,340                              | 1,156,530               |
| Retention Incentive Payment                      | 5,523,683                             | -                                      | (5,523,683)             |
| Technology Support Reimbursement                 | 831,000                               | -                                      | (831,000)               |
| NAH Faculty                                      | 225,000                               | -                                      | (225,000)               |
| Welding Equipment                                | 2,100,058                             | -                                      | (2,100,058)             |
| <b>Total Carryover Allocations</b>               | <b>\$18,567,464</b>                   | <b>\$14,543,353</b>                    | <b>\$(4,024,111)</b>    |

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## Proposed Unrestricted Fund Expenditures by Classification **FY 2023 – 2024** (Excluding Transfers and Reserves)



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### Preliminary Unrestricted Fund Expenditures FY 2023 - 2024

| Summary of Expenditures                             | FY 2022 - 2023<br>Budget<br>(Amended) | FY 2023 - 2024<br>Budget<br>(Proposed) | Increase/<br>(Decrease) |
|---|---------------------------------------|--|-------------------------|
| Total Salaries                                      | \$110,861,613                         | \$115,123,059                          | \$4,261,446             |
| Total Benefits                                      | 25,982,461                            | 26,574,971                             | 592,510                 |
| Total Operating                                     | 41,612,382                            | 44,815,629                             | 3,203,247               |
| Total Travel  | 2,355,768                             | 2,535,102                              | 179,334                 |
| Total Capital Outlay                                | 3,283,868                             | 3,103,040                              | (180,828)               |
| <b>Total Expenditures</b>                           | <b>\$184,096,092</b>                  | <b>\$192,151,801</b>                   | <b>\$8,055,709</b>      |
| <b>Transfers &amp; Reserves</b>                     |                                       |  |                         |
| Transfer to Unexpended Plant Fund                   | 6,500,000                             | 10,000,000                             | 3,500,000               |
| Contingency Fund                                    | 2,000,000                             | 2,000,000                              | -                       |
| HEERF Fund Balance Reserve                          | 7,507,655                             | -                                      | (7,507,655)             |
| <b>Total Transfers &amp; Reserves</b>               | <b>16,007,655</b>                     | <b>12,000,000</b>                      | <b>(4,007,655)</b>      |
| <b>Total Expenditures, Transfers &amp; Reserves</b> | <b>\$200,103,747</b>                  | <b>\$204,151,801</b>                   | <b>\$4,048,054</b>      |
| Revenues over Expenditures                          | \$-                                   | \$-                                    | \$-                     |

## Proposed Auxiliary Fund Revenues and Expenditures

| Total Revenues | Total Expenditures |
|----------------|--------------------|
| \$3,199,638    | \$3,199,638        |

| Revenue Sources                                 |             | Expenditure Types              |             |
|---|-------------|--------------------------------|-------------|
| Bookstore Commissions, Carryover Fund Balance   | \$530,509   | Student/Employee Initiatives   | \$530,509   |
| Vending Machine Commissions and Interest Income | \$88,000    | Student/Employee Initiatives   | \$88,000    |
| Conferences Revenue                             | \$355,448   | Conference Expenditures        | \$355,448   |
| Child Care Center Revenue                       | \$589,789   | Child Care Center Expenditures | \$589,789   |
| Student Activity Fee                            | \$1,350,000 | Student Activities & Wellness  | \$1,350,000 |
| Non Public Fund                                 | \$231,847   | Non Public Fund                | \$231,847   |
| NAH Pinning Fees                                | \$54,045    | NAH Pinning Ceremonies         | \$54,045    |

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## Proposed Restricted Fund Revenues and Expenditures

| Total Revenues | Total Expenditures |
|----------------|--------------------|
| \$77,448,172   | \$77,448,172       |

| Revenue Sources                           |              | Expenditure Types  |              |
|---|--------------|--|--------------|
| State and Federal Financial Aid           | \$51,620,455 | Pell, SEOG, College Work-Study, TEOG Initial and Renewal   | \$51,620,455 |
| State and Federal Grants                  | \$8,788,675  | Developing Hispanic Serving Institutions, Carl Perkins, Nursing Shortage Reduction, Veterans Chapter 31 & 33, Apprenticeship Texas | \$8,788,675  |
| Private and Local Grants and Scholarships | \$7,368,037  | Student scholarships, TPEG, VIDA, Valley Scholars, MEDA  | \$7,368,037  |
| On Behalf State Appropriations            | \$9,671,005  | Eligible Staff Retirement and Insurance Benefits   | \$9,671,005  |

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## Proposed Plant Fund Revenues and Expenditures

| Plant Fund                     | Revenues, Transfer<br>In and Fund Balance<br>Allocation | Expenditures,<br>Transfers, and<br>Reserves |
|--------------------------------|---|---|
| Unexpended Fund (Construction) | \$36,744,604  | \$36,744,604                                |
| Renewals & Replacements        | \$11,290,040  | \$11,290,040                                |
| Retirement of Indebtedness     | \$21,974,019  | \$21,974,019                                |

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## Proposed Section 140.0045 Expenditures

Local Government Code Section 140.0045 requires that proposed budgets prepared by certain political subdivisions, including community colleges, add a line item indicating the amount of expenditures for directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action, as those terms are defined in Section 305.002, Government Code.

| Expenditures                        | FY 2021 - 2022<br>Actual | FY 2022 -2023<br>Estimated | FY 2023 -2024<br>Budget |
|-------------------------------------|--------------------------|----------------------------|-------------------------|
| Total Section 140.0045 Expenditures | \$108,246                | \$117,509                  | \$123,142               |

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# THANK YOU

## Questions

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### Review and Discussion of South Texas College Proposed 2023 Tax Year Tax Rate

Purpose and Justification - Chapter 26 of the Property Tax code requires taxing units to comply with truth-in-taxation laws in adopting the tax rate. The laws have two purposes: to make taxpayers aware of tax rate proposals and to allow taxpayers, in certain cases, to roll back or limit a tax increase. The truth-in-taxation requires a taxing unit to calculate two (2) tax rates, no-new-revenue tax rate and the voter-approval tax rate, after receiving its certified appraisal roll from the chief appraiser.

Comparing a proposed tax rate to these two (2) rates determines which truth-in-taxation steps apply. A taxing unit must publish special notices and hold a public hearing before adopting a tax rate that exceeds the no-new-revenue rate and/or the voter-approval rate. The College is proposing to adopt a tax rate that does exceed the no-new-revenue tax rate but does not exceed the voter-approval tax rate and therefore, is required to hold a public hearing.

The Texas Tax Code 26.04(e) requires the taxing units to publish a Notice of Tax Rate and sets out the requirement for the format and content of the notice. The notice shall be posted prominently on the home page of the taxing unit’s website in the form prescribed by the Texas State Comptroller’s office that include the statutory requirements. In addition, the Texas Tax Code 26.06(c) requires the taxing unit to publish a Notice of Public Hearing in newspaper, website and on TV, if available, if the taxing unit proposes a tax rate that:

- Exceeds the no-new-revenue tax rate and the voter-approval tax rate;
- Exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate; or
- Does not exceed the no-new-revenue tax rate but exceeds the voter-approval tax rate.

The compiled data for both counties and the Truth-in-Taxation calculation used to determine the tax rates is reflected below:

|  | M&O RATE        | DEBT RATE       | RATE            | REVENUE             |
|--|-----------------|-----------------|-----------------|---------------------|
| No-New-Revenue Tax Rate<br>(Formerly Effective Tax Rate) |                 |                 | \$0.1437        | \$83,752,359        |
| Voter-Approval Tax Rate<br>(Formerly Rollback Tax Rate)  | \$0.1335        | \$0.0227        | \$0.1562        | \$90,389,271        |
| <b>Proposed Tax Rate</b>                                 | <b>\$0.1335</b> | <b>\$0.0227</b> | <b>\$0.1562</b> | <b>\$90,389,271</b> |

On November 5, 2013, the voters approved a maximum rate for maintenance and operations (M&O) tax rate of \$0.1400 for the College. The proposed Levy 2023 maintenance and

operations (M&O) tax rate of \$0.1335 is lower than the maximum rate approved by the voters.

The proposed debt rate of \$0.0227 is the amount necessary to fully fund all the debt service payments for the 2013 Limited Tax Bonds that consist of the Bonds Series 2015 and the Refunding Bonds Taxable Series 2020 and Taxable Series 2021.

South Texas College is required to hold a public hearing and publish special notices before adopting the proposed tax rate of \$0.1562 since this tax rate does exceed the no-new-revenue tax rate but does not exceed the voter-approval tax rate.

In fiscal year 2023, South Texas College held a public hearing and published special notices before adopting the tax rate of \$0.1615. The tax rates for Levy 2022 were \$0.1388 cents for M&O and \$0.0227 for I&S.

Enclosed Documents - The Notice of 2023 Tax Rates and a presentation on Proposed 2023 Tax Year Tax Rate follow in the packet for your information and review.

No action is required from the Board. This item is presented for information and feedback to staff.

## Notice About 2023 Tax Rates

Property tax rates in South Texas College.

This notice concerns the 2023 property tax rates for South Texas College. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

|  |                |
|--|----------------|
| <b>This year's no-new-revenue tax rate</b> | \$0.1437/\$100 |
| <b>This year's voter-approval tax rate</b> | \$0.1562/\$100 |

To see the full calculations, please visit South Texas College for a copy of the Tax Rate Calculation Worksheet.

### Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

| Type of Fund                              | Balance    |
|---|------------|
| Interest and Sinking Money Market Account | 15,608,882 |

### Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

| Description of Debt   | Principal or Contract<br>Payment to be Paid<br>from Property Taxes | Interest to be<br>Paid from<br>Property Taxes | Other Amounts<br>to be Paid | Total Payment |
|---|--|---|-----------------------------|---------------|
| South Texas College District<br>Limited Tax Bonds, Series<br>2015                           | 5,630,000  | 281,500                                       | 0                           | 5,911,500     |
| South Texas College District<br>Limited Tax Bonds, Series<br>2020                           | 3,295,000  | 1,662,100                                     | 0                           | 4,957,100     |
| South Texas College District<br>Limited Tax Bonds, Series<br>2021                           | 245,000  | 2,087,473                                     | 0                           | 2,332,473     |
| Total required for 2023 debt service  |  |   |                             | \$13,201,073  |
| - Amount (if any) paid from funds listed in unencumbered funds                              |  |   |                             | \$1,100,000   |
| - Amount (if any) paid from other resources   |  |   |                             | \$0           |
| - Excess collections last year  |  |   |                             | \$0           |
| = Total to be paid from taxes in 2023   |  |   |                             | \$12,101,073  |
| + Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2023 |  |   |                             | \$0           |
| = Total debt levy   |  |   |                             | \$12,101,073  |

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Mary G. Elizondo, Vice President for Finance and Administrative Services on 08/03/2023 .

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

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

# Proposed Tax Year 2023 Property Tax Rates

Finance, Audit, and Human Resources Committee  
August 8, 2023



1

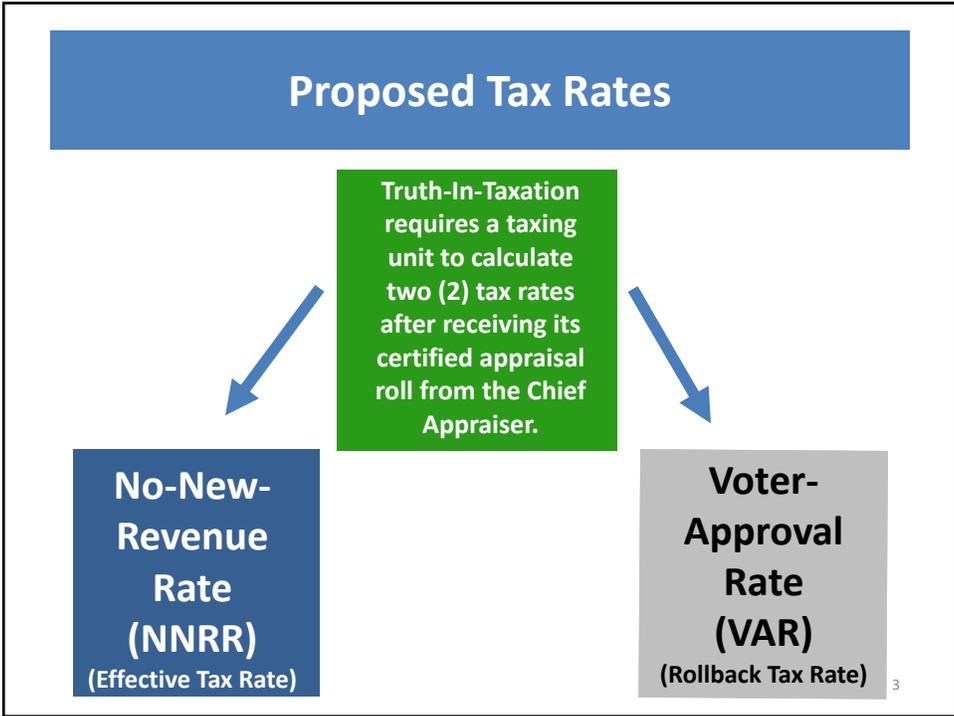
## Proposed Tax Rates



Chapter 26 of the Property Tax Code requires taxing units to comply with truth-in-taxation laws in adopting the tax rate.

Truth in taxation is designed to inform the public of increases in total tax revenues assessed by taxing units.

2



The complex block is titled "New Terminology" in a blue header box. Below the header, there are three distinct boxes, each with a colored border and containing a definition:

- No-New-Revenue Tax Rate**  
The rate that will generate the same amount of tax revenue if applied to the same properties taxed in both years.
- Voter-approval Tax Rate**  
The rate is the maximum rate allowed by law without requiring a petition or voter approval election.
- No-New Revenue Maintenance & Operations (M&O) Rate**  
The rate that will generate the same amount of Maintenance & Operations tax revenue if applied to the same properties taxed in both years.

A small number "4" is located at the bottom right of the complex block.

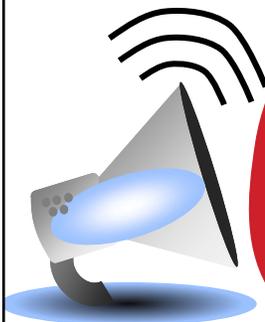
## Special Notices & Public Hearing Requirement

A taxing unit must publish special notices and hold a public hearing before adopting a tax rate if the taxing unit proposes a tax rate that:

- Exceeds the no-new revenue tax rate and the voter-approval tax rate;
- Exceeds the no-new revenue tax rate but does not exceed the voter-approval tax rate; or
- Does not exceed the no-new revenue tax rate but exceeds the voter-approval tax rate

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## Proposed Total Tax Rate: \$0.1562



The College is required to hold a public hearing and publish special notices before adopting the proposed tax rate since the proposed rate (\$0.1562) does exceed the lower of:

- the no-new-revenue rate of (\$0.1437) but does not exceed
- the voter-approval rate of (\$0.1562)

6

### Tax Rates Calculations

|  | M&O Rate        | Debt Rate       | Rate            | Revenue             |
|--|-----------------|-----------------|-----------------|---------------------|
| No-New-Revenue Rate<br>(Formerly Effective Tax Rate) |                 |                 | \$0.1437        | \$83,752,359        |
| Voter-Approval Rate<br>(Formerly Rollback Tax Rate)  | \$0.1335        | \$0.0227        | \$0.1562        | \$90,389,271        |
| <b>Proposed Tax Rate</b>                             | <b>\$0.1335</b> | <b>\$0.0227</b> | <b>\$0.1562</b> | <b>\$90,389,271</b> |

7

- ### Required Steps
- July 25, 2023 – Deadline for chief appraiser to certify rolls to taxing units
  - Certification of anticipated collection rate by collector
  - Calculation of no-new-revenue and voter-approval tax rates
  - August 22, 2023 – Meeting of governing body to discuss tax rate
  - August 22, 2023 – The recommended proposed tax rate does exceed the lower of the no-new-revenue but does not exceed the voter-approval tax rate, take record vote and schedule one public hearing
  - August 23, 2023 – Notice About 2023 Tax Rates published on South Texas College website
- 8

## Required Steps

- September 13, 2023 – Publish Notice of Public Hearing on Tax Increase
- September 22, 2023 – Schedule and announce meeting to adopt tax rate
- September 26, 2023 – Public Hearing
- September 26, 2023 – Meeting to adopt tax rate

9

# Thank You Questions?



10

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**Review and Recommend Action To Recommend Record Vote and Schedule A Public Hearing Regarding Adoption of the Proposed Tax Rate that Exceeds the No-New-Revenue Tax Rate and/or the Voter-Approval Tax Rate**

Purpose and Justification – Administration requests the Committee recommend Board approval for record vote and to schedule a public hearing regarding adoption of the proposed tax rate that exceeds the no-new-revenue tax rate and/or the voter-approval tax rate.

A taxing unit is required to hold a public hearing and publish newspaper ads before adopting a tax rate if that tax rate exceeds the no-new-revenue tax rate and/or the voter-approval tax rate. The Tax Assessors for Hidalgo County and Starr County determined South Texas College’s rates to be the following:

|  | M&O RATE        | DEBT RATE       | RATE            | REVENUE             |
|--|-----------------|-----------------|-----------------|---------------------|
| No-New-Revenue Tax Rate<br>(Formerly Effective Tax Rate) |                 |                 | \$0.1437        | \$83,752,359        |
| Voter-Approval Tax Rate<br>(Formerly Rollback Tax Rate)  | \$0.1335        | \$0.0227        | \$0.1562        | \$90,389,271        |
| <b>Proposed Tax Rate</b>                                 | <b>\$0.1335</b> | <b>\$0.0227</b> | <b>\$0.1562</b> | <b>\$90,389,271</b> |

The proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate and, therefore, the Board must take record vote and schedule a public hearing.

Enclosed Documents - The Notice of Public Hearing and the Roll Call Vote of Members of the Board form follow in the packet for the Committee’s information and review.

It is requested that the Committee recommends Board approval to take a record vote and schedule a public hearing, on September 26, 2023 at 5:15 PM before adopting the proposed tax rate of \$0.1562, which exceeds the no-new-revenue rate and/or the voter-approval tax rate.

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.1562 per \$100 valuation has been proposed by the governing body of South Texas College.

|                         |                    |
|-------------------------|--------------------|
| PROPOSED TAX RATE       | \$0.1562 per \$100 |
| NO-NEW-REVENUE TAX RATE | \$0.1437 per \$100 |
| VOTER-APPROVAL TAX RATE | \$0.1562 per \$100 |

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for South Texas College from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that South Texas College may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that South Texas College is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 26, 2023 AT 5:15 PM AT South Texas College Board Room Annex Bldg 2nd Floor 3201 W. Pecan, McAllen, Texas.

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

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

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

**FOR the proposal:**

**AGAINST the proposal:**

**PRESENT** and not voting:

**ABSENT:**

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

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

The following table compares the taxes imposed on the average residence homestead by South Texas College last year to the taxes proposed to be imposed on the average residence homestead by South Texas College this year.

|  | <b>2022</b>  | <b>2023</b>  | <b>Change</b>                    |
|--|--------------|--------------|----------------------------------|
| <b>Total tax rate (per \$100 of value)</b> | \$0.1615     | \$0.1562     | decrease of -0.0053, or -3.28%   |
| <b>Average homestead taxable value</b>     | \$111,009    | \$136,768    | increase of 25,759, or 23.20%    |
| <b>Tax on average homestead</b>            | \$179.28     | \$213.63     | increase of 34.35, or 19.16%     |
| <b>Total tax levy on all properties</b>    | \$74,133,381 | \$82,934,850 | increase of 8,801,469, or 11.87% |

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For assistance with tax calculations, please contact the tax assessor for South Texas College at 956-872-3558 or [marye@southtexascollege.edu](mailto:marye@southtexascollege.edu), or visit [www.southtexascollege.edu](http://www.southtexascollege.edu) for more information.

**Roll Call Vote of Members of the Board**

Take Record Vote to Schedule A Public Hearing for Proposed Tax Rate that Exceeds the No-New-Revenue Tax Rate and it is less than or equal to the Voter-Approval Tax Rate

**Public Hearing – September 26, 2023 at 5:15 p.m.**

August 22, 2023

|                            |           |           |              |
|----------------------------|-----------|-----------|--------------|
| Rose Benavidez:            | Yea _____ | Nay _____ | Absent _____ |
| Alejo Salinas, Jr.:        | Yea _____ | Nay _____ | Absent _____ |
| Victoria Cantú:            | Yea _____ | Nay _____ | Absent _____ |
| Paul R. Rodriguez:         | Yea _____ | Nay _____ | Absent _____ |
| Dalinda Gonzalez-Alcantar: | Yea _____ | Nay _____ | Absent _____ |
| Rene Guajardo:             | Yea _____ | Nay _____ | Absent _____ |
| Danny Guzman:              | Yea _____ | Nay _____ | Absent _____ |

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### **Discussion and Action as Necessary on Proposed Memorandum of Understanding between South Texas College and the South Texas College Foundation**

Purpose and Justification – Administration requests Board approval of the proposed Memorandum of Understanding (MOU) between South Texas College (STC) and the South Texas College Foundation (Foundation).

Background – The Foundation has been established as a separate 501(c)(3) non-profit organization to raise funds in support of student educational endeavors at South Texas College.

The Foundation’s Board of Directors has worked with their legal counsel to develop bylaws for the Foundation, as well as to develop an MOU that will coordinate resources, including staffing and facilities usage, between STC and the Foundation.

The Foundation is expected to take action to formally approve their bylaws and the proposed MOU on June 22, 2023.

The MOU will outline the obligations and duties between STC and the Foundation that will help keep them operationally aligned in support of STC’s students, while providing the Foundation the support it needs to undertake its mission.

In addition to the allocation of necessary staffing and facilities usage to support the activities of the Foundation, the College provided starting funds that will help the Foundation undertake activities required to develop self-funding revenue streams. These starting funds consist of \$20,000 in operational funds and \$10,000 in auxiliary funds.

Funding Source – This start up funding is available in the FY 2022 - 2023 budget.

Reviewers – The MOU has been reviewed by the President, Vice President for Institutional Advancement and Economic Development, Legal Counsel, and the South Texas College Foundation Chair and Board Members.

Enclosed Documents – The MOU follows in the packet for the Committee’s information and review.

Dr. Rodney Rodriguez, Vice President for Institutional Advancement and Economic Development, and Yvonne “Bonnie” Gonzalez, STC Foundation Chair, will be present at the meeting to provide a brief update on the Foundation and to address any questions.

It is requested that the Committee recommend Board approval on the proposed Memorandum of Understanding between South Texas College and the South Texas College Foundation as presented.

# Memorandum of Understanding between South Texas College and the South Texas College Foundation

This Memorandum of Understanding is ~~entered into~~~~signed~~ by ~~and between the~~ South Texas College Foundation, represented by Yvonne “Bonnie” Gonzalez, President, which will henceforth be referred to as “~~Foundation~~~~OUNDATION~~”, and ~~by~~ South Texas College represented by Dr. Ricardo Solis, President, which will henceforth be referred to as ~~the~~ “~~College~~~~OLLEGE~~”. The Foundation and the College are sometimes referred to herein as a “Party” or as the “Parties.”

## I. Recitals

WHEREAS South Texas College was created on September 1, 1993, by House Bill 251 of the Texas Senate, to serve Hidalgo and Starr counties in the United States of America. It has campuses strategically distributed along the southern U.S. border stretching from Starr County (border with Camargo, Tamaulipas) to the city of Weslaco, Texas (border with Nuevo Progreso, Tamaulipas), and serves over 30,000 students and offers over 100 educational programs;

AND WHEREAS the Foundation is a nonprofit corporation, initially established as the South Texas Community College Education Foundation in 1997 with the charitable, literary, and educational purposes outlined in Article IV of its Articles of Incorporation (“Articles”) filed in the Office of the Secretary of State of Texas on September 15, 1997;

AND WHEREAS, the ~~College~~~~OLLEGE~~ and the ~~Foundation~~~~OUNDATION~~ provide and make available certain services and benefits to each other;

AND WHEREAS, the ~~College~~~~OLLEGE~~ and the ~~Foundation~~~~OUNDATION~~ work together, in the spirit of cooperation, ~~to work together~~ in the promotion of teaching, scholarship, and public service for the ~~College~~~~OLLEGE~~;

NOW, THEREFORE, in consideration of the covenants, promises, terms, and provisions herein contained, the ~~P~~parties mutually agree to the following:

## II. Public Purpose

The College’s Board of Trustees (“Trustees”) has identified and asserted the following educational public purposes for the College’s support of the Foundation:

1. Because of the uncertainty and restrictions inherent in the College’s public funding system, the College must seek alternative sources of revenue to continue and/or enhance its quality education programs.
2. Maximization of alternative revenue sources requires strong community support.

3. Strong community support to assist the College in maximizing alternative revenue sources requires reciprocal commitment and support from the College.
4. The Foundation provides scholarships to College students, assists in funding capital improvements, and funds special projects and needs not within the ordinary budget of the College.
5. Community involvement in raising money for educational programs in and of itself promotes a philosophy of commitment to the College and creates goodwill and a strong sense of partnership between the community and the College.
6. The community's legitimate expectation is that the College supports the Foundation through the Foundation's appropriate use of College resources, including but not limited to facilities, equipment, and personnel.
7. The community realizes the convenience and benefit of the Foundation's use of College resources and access to College employees.
8. All additional revenues obtained by the Foundation will be used for the betterment of the College's educational purposes and programs and in support of its students.

### **III. Responsibilities of the Parties**

This MOU constitutes a memorialization of how the COLLEGE and the FOUNDATION intend to work together. The College and the Foundation acknowledge that no agency or contractual, partnership, ~~or other legal relationship~~ is created between them by this MOU. The Parties agree to work together in a coordinated manner to ensure clear communication and united leadership and commit to financial, administrative, and managerial efforts and support ~~commitment~~ to benefit the students, programs, and communities of South Texas College.

#### 1. Responsibilities of the College

The Trustees agree to continue to provide the following to the Foundation, provided that the public purposes outlined above in Article II- continue to be met and the controls outlined in Article IV- continue to be implemented to the satisfaction of the Trustees, and subject to the Trustees' continuing right to refuse to appropriate the necessary funds in any budget year. All College financial and in-kind contributions to the Foundation shall be monitored by the Trustees and recorded in the College's accounting records as an expense associated with the Foundation:

- a. Provide reasonable office space and staffing, as approved by the College's chief executive officer, currently the President ("President"), to the Foundation to carry out its obligations hereunder and for its general operations on behalf of the College.
- b. Provide the utilities, telephone service, computer, networking, internet access, and other technology resources reasonably needed by the Foundation in carrying out its activities under this MOU.
- c. Permit reasonable use of College equipment and personnel, with the advance approval of the President, ~~or their~~ designee, as reasonably needed to coordinate the

activities of the Foundation with the educational operations of the College. The College staff may, with the advance approval of the President, ~~or their~~ designee, reasonably assist from time to time in development programs as may be needed or helpful in coordinating those Foundation activities with the operations of the College, all to achieve the expressed educational purpose of the College.

- d. Keep the Foundation's Executive Director ("Executive Director"), the Foundation's Board of Directors ("Directors"), and the Foundation's support staff reasonably informed of all College policies, regulations, and administrative procedures applicable to fundraising.
- e. Provide the Executive Director with areas in which the College needs assistance in fundraising, whether for scholarships, capital improvement projects, or other special projects.

2. Responsibilities of the Foundation

In conformity with its Articles, Certificate of Amendment, and existing bylaws, the Foundation agrees that it will:

- a. Notify the President of any proposed amendment to its governing documents (Articles of Incorporation, Certificate of Amendment, or by-laws).
- b. Conduct fundraising efforts and programs to develop financial resources to support the College by all applicable policies, regulations, and administrative procedures.
- c. Distribute financial resources to support programs and activities which promote the educational mission of the College in conformity with policy and regulations, the College's strategic vision, and other approved documents of the College.
- d. Seek to heighten community awareness of the mission and accomplishments of the College and to promote excellence in education.
- e. Use its best efforts to solicit, collect, invest, and administer funds for the Foundation, which shall be used to enrich the educational environment of the College and otherwise support the College.

3. Mutual Responsibilities

The College and the Foundation both expressly agree that:

- a. Subject to the terms of this MOU, each of the ~~P~~parties will maintain their independence of one another, and to the fullest extent possible, neither ~~P~~party assumes responsibility for the actions of the other ~~P~~party nor does either ~~P~~party assume liability for the actions of the other ~~P~~party's directors, trustees, officers, employees, or agents.
- b. Executive Director and staff will render service on a full-time, regular salary basis to the College by their respective, College-approved job descriptions with oversight of the South Texas College Foundation Board designee.

- c. The College shall have the authority to employ, terminate employment, and set the compensation of the Executive Director and staff in accordance with the ~~by~~ College's policies and procedures with oversight of the South Texas College Foundation Board designee. ~~Controls.~~

#### 4. Controls

The ~~College~~ ~~OLLEGE~~ and the ~~Foundation~~ ~~OUNDATION~~ agree on the following controls, to ensure that a proper public educational purpose is served by this MOU:

- a. The Foundation will support the objectives, goals, and priorities of the College as communicated to it by the President.
- b. The Foundation will provide an annual report to the President on the utilization and expenditure of the Foundation's assets by the Foundation.
- c. The Foundation shall abide by all College policies, regulations, and procedures related to facility and equipment use, personnel, public information, and all other applicable policies.
- d. The Foundation understands that the College's responsibilities, including the College's provision of facilities and personnel, are subject to the College's annual budget process as determined by the Trustees.
- e. If the College requests assistance from the Foundation in fundraising for the construction of capital improvements, such requests shall:
  - i. Include a fundraising plan approved by the President and the Foundation;
  - ii. Be a representation that the project has been approved by the President and Trustees for construction subject to attaining a stated level of funding;
  - iii. Include projected construction costs, with estimated cost increases for delays in initiating construction;
  - iv. Include preliminary renderings of the improvements and site plan; and
  - v. Include levels of donations that would allow for naming rights.
- f. The Foundation shall annually provide ~~to the College~~ a copy of its Internal Revenue Services ("IRS") Form 990 (not including Schedule B to Form 990) to the Trustees (within thirty (30) days of filing such a form with the IRS).
- g. Once annually, at a public meeting of the Trustees, the Foundation will report on its activities.
- h. In collaboration with the College, the Foundation may research and/or develop, write, and submit grants related to any educational or other programs and services associated with the College.

h.i.

#### IV. Term

1. The terms of this MOU ~~shall become~~<sup>are</sup> effective ~~as of~~<sup>from</sup> September 1, 2023.
2. This MOU shall remain in full force and effect for a twelve (12) month period unless earlier terminated by the terms of this MOU. At the end of each twelve (12) month period, this MOU shall automatically renew for a successive twelve (12) month period unless a ~~P~~party provides ninety (90) days advance written notice to the other ~~P~~party of its desire to terminate this MOU.
3. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral. This MOU may be amended or supplemented, in writing, if such written amendment or supplement is agreed to by both ~~P~~parties.
- ~~3.~~
4. Either ~~P~~party may, through formal action by its respective governing board, choose to terminate this MOU for convenience by giving at least ninety (90) days advance written notice to the other ~~P~~party.

#### V. Miscellaneous

1. This MOU shall inure to the benefit of the ~~P~~parties and their respective successors and assigns.
2. Any notice or communication required or permitted under this MOU shall be sufficiently provided if delivered in person, by certified mail, return receipt requested, or via email directly to the Chief Executive, President, or Executive Director, of the respective ~~P~~party.
3. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between and inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations hereunder. The Parties intend and expressly agree that only the Parties who are signatories to this MOU shall have any legal or equitable right to seek to enforce this MOU or to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU.
- ~~2.~~
- ~~3.~~4. The recitals are incorporated into and made part of this MOU.

**South Texas College**

**South Texas College Foundation**

By: \_\_\_\_\_

**Dr. Ricardo J. Solis**  
President

By: \_\_\_\_\_

**Yvonne "Bonnie" Gonzalez, BSN MPA**  
~~President~~ [Foundation Board Chair](#)

Date: \_\_\_\_\_

Office of the President  
South Texas College  
3201 W Pecan Blvd  
McAllen, Texas 78501

Date: \_\_\_\_\_

~~Office of the Executive Director~~  
South Texas College Foundation  
3201 W Pecan Blvd  
McAllen, Texas 78501

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### Review and Recommend Action on Proposed Revisions to Dual Credit Students Tuition and Fees Schedules for FY 2023 – 2024

Purpose and Justification – Administration requests the Committee recommend Board approval of proposed revisions to the Dual Credit Students Tuition and Fees Schedules for FY 2023 – 2024 in accordance with Texas House Bill 8 signed into law on June 9, 2023.

Texas House Bill 8 provides a new model to fund community colleges with an outcome-based approach and rewards colleges for awarding degrees, certificates, and other credentials of value. Specifically, the creation of the Financial Aid for Swift Transfer (FAST) scholarship program for low-income dual credit students permits a tuition charge not exceeding \$55.00 per credit hour. Community Colleges will be provided funding based on the completion of a sequence of dual credit courses offered to high school students, which can set them on early pathways to successful completion of an educational credential.

Background - On March 28, 2023, the Board approved the Tuition and Fees for FY 2023 – 2024, which included the Dual Credit Students Schedules.

The proposed revisions are as follows:

#### A. Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees

|   | Board Approved<br>FY 2023-2024        | Proposed Changes<br>FY 2023-2024      |
|---|---------------------------------------|---------------------------------------|
| <b>DUAL CREDIT TUITION:</b>   |                                       |                                       |
| Per credit hour tuition for out-of-district dual credit students sponsored by partnering school districts (within Texas, outside of service district)   | 100.00                                | 55.00                                 |
| <b>COURSE FEES:</b>   |                                       |                                       |
| NAH and Other Course Fees: Liability Insurance/ Exams/ Booklets/ Badges/ Special Program ID/ Certificates/ Pinning Ceremony/Other Activities (charged to School District)   | Recovery of costs and processing fees | Recovery of costs and processing fees |
| <b>PROGRAM SPECIFIC FEES:</b>   |                                       |                                       |
| Fire Academy Fees: (per student/per semester) (charged to School District) includes: <ul style="list-style-type: none"> <li>• Gear Rental</li> <li>• Self Contained Breathing Apparatus</li> <li>• Testing</li> <li>• Ambulance Standby (Live Fire)</li> <li>• Uniform</li> </ul> | Recovery of costs and processing fees | Recovery of costs and processing fees |
| <b>INCIDENTAL FEES:</b>   |                                       |                                       |
| Fee per credit hour for dual credit students attempting a course three or more times (charged to School District)   | 125.00                                | 125.00                                |

|  | Board Approved<br>FY 2023-2024 | Proposed Changes<br>FY 2023-2024 |
|--|--------------------------------|----------------------------------|
| Dual Credit Late Processing Fee per course per student after Census Day (charged to School District) | 200.00                         | 200.00                           |

**B. Dual Credit Students- Non-Sponsored Tuition and Fees**

|   | Board Approved<br>FY 2023-2024       | Proposed Changes<br>FY 2023-2024                       |
|---|--------------------------------------|--|
| <b>INDEPENDENT DUAL CREDIT TUITION PER CREDIT HOUR:</b>   |                                      |  |
| In-district dual credit students who are enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College <u>who do not receive approval</u> to enroll in a regular (non-S) section(s). | 75.00                                | 55.00  |
| In-district home schooled or dual credit students who are not enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College.   | 75.00                                | 55.00  |
| Out-of-district dual credit students who are enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College who do not receive approval to enroll in a regular (Non-S) section(s).    | 100.00                               | 55.00  |
| Out-of-district home schooled or dual credit students who are not enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College.   | 100.00                               | 55.00  |
| Non-resident dual credit students who are not enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College. (Outside of Texas, but within U.S.)                                     | 100.00                               | 55.00  |
| <b>INDEPENDENT DUAL CREDIT FEES:</b>  |                                      |  |
| In-district dual credit student who are enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College <u>who do not receive approval</u> to enroll in a regular (non-S) section(s).  | All applicable fees will be assessed | All Applicable <b>incidental</b> fees will be assessed |
| In-district home schooled or dual credit students who are not enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College.   | All applicable fees will be assessed | All Applicable <b>incidental</b> fees will be assessed |

|  | Board Approved<br>FY 2023-2024   | Proposed Changes<br>FY 2023-2024   |
|--|--|--|
| Out-of-district dual credit students who are enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College who do not receive approval to enroll in a regular (Non-S) section(s). | All applicable fees will be assessed   | <del>All</del> Applicable incidental fees will be assessed   |
| Non-resident dual credit students who are not enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College. (Outside of Texas, but within U.S.)                                  | All applicable fees will be assessed   | <del>All</del> Applicable incidental fees will be assessed   |
| Out-of-district home schooled or dual credit students who are not enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College.  | All applicable fees will be assessed   | <del>All</del> Applicable incidental fees will be assessed   |
| <b>DUAL CREDIT REIMBURSEMENT OF COSTS:</b>   |  |  |
| School Districts Requesting South Texas College Faculty to Teach Dual Credit Courses, per course per semester (charged to School District)   | Recovery of faculty salaries, fringe benefits, mileage, and other associated costs and processing fees | Recovery of faculty salaries, fringe benefits, mileage, and other associated costs and processing fees |
| Late Cancellation Fee for Dual Credit Sections Assigned to South Texas College Faculty to Teach, per section per semester (charged to School District)   | 900.00   | 900.00   |

Reviewers - The revised schedules have been reviewed by staff, administrators, President's Cabinet, and the Vice President for Academic Affairs.

Dr. Anahid Petrosian, Vice President for Academic Affairs, and Dr. Rebecca De Leon, Dean for Dual Credit Programs & School District Partnerships, will be present at the Committee meeting to address any questions.

It is requested that the Committee recommend Board approval of the proposed revisions to the Dual Credit Students Tuition and Fees Schedules for FY 2023 – 2024 as presented.

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## **Update on The College's Enterprise Resource Planning (ERP) System**

Purpose and Justification – South Texas College (College) Administration is providing an update on the Enterprise Resource Planning (ERP) evaluation, discovery, selection, and proposed procurement.

The Board of Trustees has designated a total of \$25 million in fund balance over a period of ten years for the ERP procurement and associated consultant services.

College Administrators and staff performed extensive research on ERP systems and invited vendors to demonstrate their ERP systems' different capabilities and functionalities. The vendors invited were Anthology, Ellucian, Oracle, and Workday.

Each vendor conducted discovery sessions to gather functionality requirements from college departments, provided demonstrations on their system solutions, and presented their business case to College staff. In addition, functional users conducted demonstrations with other Colleges in Texas and out-of-state via Zoom.

A status update on the ERP system was provided to the Board of Trustees at the April 25, 2023, Board meeting.

In May 2023, South Texas College contracted with Peak Performance Technologies to provide professional consulting expertise and guidance on evaluating, selecting, and procuring a new ERP system. After reviewing the College's previous and on-going efforts, Peak Performance held meetings with executive management and functional users from key departments to analyze the College's current and future state ERP needs and functionalities and prepared a business case for change.

The next action items planned for the ERP evaluation, selection, and procurement process include the following actions:

- Hold a Board of Trustees Work Session in August 2023 to present the ERP Business Case for Change Report.
- Present proposed procurement of selected ERP software at the August 22, 2023 Board meeting.

Enclosed Documents – An exhibit illustrating the ERP project timeline follows in the packet for the Committee's information and review.

Mary Elizondo, Vice President for Finance and Administrative Services, will present an update on the College's Enterprise Resource Planning (ERP) System to the Finance, Audit, and Human Resources Committee.

No action is required from the Committee. This item is presented for information purposes.



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## **Review and Recommend Acceptance of Internal Auditor’s Annual Statement of Organizational Independence**

Purpose and Justification – Administration requests the Committee recommend Board acceptance of the Internal Auditor’s Annual Statement of Organizational Independence.

As per the IIA Standard 1110 *Organizational Independence* - The Chief Audit Executive (CAE), must confirm to the board, at least annually, the organizational independence of the internal audit activity. The CAE must report to a level within the organization that allows the internal audit activity to fulfill its responsibilities. Internal Auditors should be free in both fact and appearance from personal, external, and organizational impairments to independence. Internal auditors are independent when they can carry out their work freely and objectively. Independence permits internal auditors to render the impartial and unbiased judgments essential to the proper conduct of audits. It is achieved through organizational structure and objectivity.

IIA Standard 1100 *Independence and Objectivity* – The internal audit activity must be independent, and internal auditors must be objective in performing their work.

*Interpretation* of Standard 1100 – “Independence is the freedom from conditions that threaten the ability of the internal audit activity to carry out internal audit responsibilities in an unbiased manner. To achieve the degree of independence necessary to effectively carry out the responsibilities of the internal audit activity, the chief audit executive has direct and unrestricted access to senior management and the board. This can be achieved through a dual-reporting relationship. Threats to independence must be managed at the individual auditor, engagement, functional, and organizational levels. Objectivity is an unbiased mental attitude that allows internal auditors to perform engagements in such a manner that they believe in their work product and that no quality compromises are made. Objectivity requires that internal auditors do not subordinate their judgment on audit matters to others. Threats to objectivity must be managed at the individual auditor, engagement, functional, and organizational levels.”

Enclosed Documents – A signed copy of the ‘Internal Auditor’s Statement of Organizational Independence’; IIA Definition and Mission of Internal Auditing; IIA Code of Ethics; and IIA Principles that Internal Auditors are expected to apply and uphold follows in the packet for the Committee’s information and review.

Presenters - Mr. Khalil Abdullah, Chief Internal Auditor, will confirm the organizational independence of the internal audit activity to the Finance, Audit, and Human Resources Committee.

It is requested that the Committee recommend Board acceptance of the Internal Auditor’s Statement of Organizational Independence as presented.



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## Internal Auditor's Annual Statement of Organizational Independence

As required by the Institute of Internal Auditor's (IIA) *International Standards for the Professional Practice of internal Auditing (Standards)*, The chief audit executive (CAE)<sup>1</sup> "must confirm to the board, at least annually, the organizational independence of the internal audit activity" (Attribute Standard 1110); and "must communicate and interact directly with the board" (Attribute Standard 1111); and "should discuss the Mission of Internal Audit and the mandatory elements of the International Professional Practices Framework with senior management and the board" (Attribute Standard 1010);

In conjunction with the Internal Auditor's responsibilities for coordinating the effective auditing and reporting audit activities to South Texas College's Finance, Audit, and Human Resources Committee, the Internal Auditor will report annually to the Finance, Audit, and Human Resources Committee on the following statements to fulfill adherence with IIA *Standards*.

Chief Internal Auditor: Khalil M. Abdullah

Institution: South Texas College

I confirm that an annual departmental process is in place to certify that South Texas College's internal auditors, including myself, will comply with the IIA *Standards* and Code of Ethics, which contains guidance on confidentiality. This process includes a discussion with Finance, Audit, and Human Resources Committee as appropriate.

I confirm the organizational independence of the internal audit activity at the institution. In addition, I confirm that an annual departmental process is in place to certify that South Texas College's internal auditors, including myself, have reviewed personal situations with respect to the institution and are not aware of any circumstances that might impair our ability to be independent and objective on any audit or that might lead others to question it.

I understand that I am responsible to make timely written notification to the Finance, Audit, and Human Resources Committee in the event any circumstances arise during the course of the year that might impair or appear to impair independence.

I am receiving support for audit activities from the President, Vice Presidents, and other employees of South Texas College to provide the necessary audit services, with the following exception(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: Khalil M. Abdullah

Date: 7/10/2023

<sup>1</sup> The Chief Audit Executive (CAE) describes the person responsible for effectively managing the internal audit activity. At South Texas College, those responsibilities reside with the Chief Internal Auditor.



Institute of Internal Auditor's (IIA)

**Mission of Internal Audit:**

To enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight.

**Definition of Internal Auditing:**

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organization's operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

**Code of Ethics:**

The purpose of The Institute's Code of Ethics is to promote an ethical culture in the profession of internal auditing.

**Principles**

Internal auditors are expected to apply and uphold the following principles:

1. Integrity – The integrity of internal auditors establishes trust and thus provides the basis for reliance on their judgment.
2. Objectivity – Internal auditors exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors make a balanced assessment of all the relevant circumstances and are not unduly influenced by their own interests or by others in forming judgments.
3. Confidentiality – Internal auditors respect the value and ownership of information they receive and do not disclose information without appropriate authority unless there is a legal or professional obligation to do so.
4. Competency – Internal auditors apply the knowledge, skills, and experience needed in the performance of internal audit services.



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**Rules of Conduct**

**Integrity:**

Internal auditors...

- 1.1 Shall perform their work with honesty, diligence, and responsibility.
- 1.2 Shall observe the law and make disclosures expected by the law and the profession.
- 1.3 Shall not knowingly be a part to any illegal activity or engage in acts that are discreditable to the profession of internal auditing or to the organization.
- 1.4 Shall respect and contribute to the legitimate and ethical objectives of the organization

**Objectivity:**

Internal auditors...

- 2.1 Shall not participate in any activity or relationship that may impair or be presumed to impair their unbiased assessment. This participation includes those activities or relationships that may be in conflict with the interests of the organization.
- 2.2 Shall not accept anything that may impair or be presumed to impair their professional judgment.
- 2.3 Shall disclose all material facts known to them that, if not disclosed, may distort the reporting of activities under review.

**Confidentiality:**

Internal auditors...

- 3.1 Shall be prudent in the use and protection of information acquired in the course of their duties.
- 3.2 Shall not use information for any personal gain or in any manner that would be contrary to the law or detrimental to the legitimate and ethical objectives of the organization.

**Competency:**

Internal auditors...

- 4.1 Shall engage only in those services for which they have the necessary knowledge, skills, and experience.
- 4.2 Shall perform internal audit services in accordance with the *International Standards for the Professional Practice of Internal Auditing*.
- 4.3 Shall continually improve their proficiency and the effectiveness and quality of their services.

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### **Review and Recommend Action on Internal Audit Charter**

Purpose and Justification – Administration requests the Committee recommend Board approval of the Internal Audit Charter for the period of September 1, 2023 through August 31, 2024, to align South Texas College’s internal audit function with the IIA *Standards* as prescribed in Policy 5460.

An Internal Audit Charter is required by the Institute of Internal Auditors (IIA) *Standards*. Specifically IIA Attribute Standard 1000 states that “The purpose, authority, and responsibility of the internal audit activity must be formally defined in an Internal Audit Charter, consistent with the Definition of Internal Auditing, the Code of Ethics, and the *Standards*. The chief audit executive must periodically review the Internal Audit Charter and present it to senior management and the board for approval.”

Background – The Internal Audit Charter is a formal document that defines the internal audit activity’s purpose, authority, and responsibility. The charter establishes the internal audit activity’s position within the organization, including the nature of the internal auditor’s functional reporting relationship with the board; authorizes access to records, personnel, and physical properties relevant to the performance of engagements; and defines the scope of internal audit activities. Final approval of the Internal Audit Charter resides with the board.

Enclosed Documents – The Internal Audit Charter follows in the packet for the Committee’s review and discussion.

Dr. Ricardo J. Solis, President, Mary Elizondo, Vice President for Finance and Administrative Services, and Khalil Abdullah, Internal Auditor, will be present at the Committee meeting to address any questions.

It is requested that the Committee recommend Board approval of the Internal Audit Charter for the period of September 1, 2023 through August 31, 2024 as presented.

**SOUTH TEXAS COLLEGE  
INTERNAL AUDIT CHARTER  
EFFECTIVE SEPTEMBER 1, 2023**

**INTRODUCTION**

Internal Auditing is an independent and objective assurance and consulting activity that is guided by a philosophy of adding value to improve the operations of the College. It assists the College in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's risk management, governance, and internal controls.

**ROLE**

The internal audit function is established by the College Board of Trustees, Finance, Audit, and Human Resources Committee (hereafter referred to as the Board). The internal audit function's responsibilities are defined by the Board as part of their oversight role.

**AUTHORITY**

The internal audit function, with strict accountability for confidentiality and safeguarding records and information, is authorized full, free, and unrestricted access to any and all of the College's property, records (manual or electronic), and personnel pertinent to carrying out authorized engagements. All employees are requested to assist the internal audit function in fulfilling its roles and responsibilities. The internal audit function will also have free and unrestricted access to executive management and the Board.

**INDEPENDENCE & OBJECTIVITY**

The internal audit function will remain free from interference by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content to permit maintenance of a necessary independent and objective mental attitude. Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair the internal auditor's independence or objectivity. Internal auditors are not authorized to perform any operational duties, initiate or approve accounting transactions external to the internal audit function, or direct the activities of any employee not employed by the internal audit function, except to the extent such employees have been appropriately assigned to auditing teams or otherwise assist the internal audit function. Internal auditors must exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors must make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

The Internal Auditor will confirm to the Board, at least annually, the organizational independence of the internal audit activity.

## **INTERNAL AUDIT PLAN**

At least annually, the Internal Auditor will submit to senior management and the Board an internal audit plan for review and approval. The internal audit plan will consist of a work schedule as well as budget and resource requirements for the next fiscal year. The Internal Auditor will communicate the impact of resource limitations and significant interim changes to senior management and the Board. The internal audit plan will be developed based on a prioritization of the audit universe using a risk-based methodology, including input of senior management and the Board. The Internal Auditor will review and adjust the plan, as necessary, in response to changes in the College's risks, operations, programs, systems, and internal controls. Any significant deviation from the approved internal audit plan will be communicated to senior management and the Board.

## **ORGANIZATION**

The Internal Auditor will report functionally to the President and the Board and administratively (i.e. day to day operations) to the Vice President of Finance and Administrative Services.

The Board will

- Approve the internal audit charter;
- Approve the risk-based annual audit plan;
- Approve decisions regarding the appointment and removal of the Internal Auditor;
- Approve the remuneration of the Internal Auditor;
- Complete an annual performance appraisal of the Internal Auditor;
- Approve the internal audit budget and resource plan;
- Receive communications from the Internal Auditor on the internal audit activity's performance relative to its plan and other matters; and
- Make appropriate inquiries of management and the Internal Auditor to determine whether there are inappropriate scope or resource limitations.

The Internal Auditor will communicate and interact directly with the Board, including in executive sessions and between Board meetings as appropriate.

## **SCOPE OF ACTIVITIES**

Assurance Services are objective examinations of evidence for the purpose of providing an independent assessment. The scope of work for assurance services is to determine whether the College's risk management, governance, and control processes as designed and represented by management, is adequate and functioning in a manner to help ensure:

- Risks are appropriately identified and managed;
- Significant financial, managerial, and operating information is accurate, reliable, and timely;
- Employees' actions are in compliance with policies, standard, procedures, and applicable laws and regulations;

- Resources are acquired economically, used efficiently, and adequately protected;
- Established objectives and goals are met and whether operations or activities are being conducted as planned;
- Quality and continuous improvement are fostered in the institution's control process.

Consulting Services are advisory and include other service activities such as counsel, advice, facilitation, training, and participation on standing or temporary management committees or project teams. The objective of consulting services is to add value in the development or modification of organization processes, procedures, and controls to minimize risk and achieve department objectives. Accepted consulting engagements will be included in the audit plan.

## **STANDARDS OF AUDIT PRACTICE**

The internal audit function will govern itself by adherence to The Institute of Internal Auditors' mandatory guidance including the Definition of Internal Auditing, the Code of Ethics, and the International Standards for the Professional Practice of Internal Auditing (Standards). This mandatory guidance constitutes principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of the internal audit activity's performance. The Institute of Internal Auditors' Practice Advisories, Practice Guides, and Position Papers will also be adhered to as applicable to guide operations. In addition, the internal audit activity will adhere to the College's relevant policies and procedures and the internal audit activity's audit manual.

## **RESPONSIBILITIES**

The Internal Auditor has a responsibility to:

- Develop a flexible, annual work plan using an appropriate risk-based methodology, including any risks or control concerns identified by management, and submit that plan to the President, and the Board of Trustees' Finance, Audit, and Human Resources Committee for review and approval as well as periodic updates;
- Implement the annual work plan, as approved by the Finance, Audit, and Human Resources Committee;
- Issue periodic reports to the President and the Finance, Audit, and Human Resources Committee summarizing results of audit activities, annual work plans, sufficiency of office resources, and emerging trends and successful practices in internal auditing;
- Review systems to verify compliance with established policy, procedures, and applicable regulations;
- Review compliance with guidelines for ethical professional conduct.
- Maintain a follow-up process to monitor management actions on reported engagement observations and whether recommendations have been effectively implemented;
- Identify indicators of fraud and facilitate the investigation of suspected fraudulent activities within the organization;
- Act as liaison between the College and external auditors, including the review of their findings and the follow-up on necessary corrective action;

## **RESPONSIBILITIES (Cont.)**

- Identify necessary training to improve the knowledge, skills, and competencies necessary for the internal auditors to have sufficient proficiency for auditing with the organization and maintaining professional certifications;
- Obtain competent advice and assistance necessary for the engagement when needed or decline the engagement;
- Ensure that an external review of the internal audit function in accordance with the Standards is conducted at least once every five years.
- Evaluate specific operations at the request of the Finance, Audit, and Human Resources Committee or the President, as appropriate.

## **QUALITY ASSURANCE AND IMPROVEMENT PROGRAM**

The internal audit function will maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include an evaluation of the internal audit function's conformance with the Definition of Internal Auditing and the IIA Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the internal audit function and identifies opportunities for improvement. The Internal Auditor will communicate to senior management and the Board on the internal audit activity's quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five (5) years.

The results of internal audit reviews as well as a report on Internal Audit's activities shall be presented to the President, and the Board of Trustees. The report shall include:

- 1) Internal audit finding(s);
- 2) Internal audit recommendation(s);
- 3) Management response(s);
- 4) Date of implementation of audit recommendation(s).

The Internal Auditor verifies corrective action has been taken by management and reports on the corrective action to the Board of Trustees' Finance, Audit, and Human Resources Committee.

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Khalil M. Abdullah  
Chief Internal Auditor

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Date

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Maria G. Elizondo  
Vice President for Finance and Administrative Services

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Date

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Dr. Ricardo J. Solis  
President

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Date

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Rene Guajardo  
Chair, Finance, Audit, and Human Resources Committee

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Date

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Rose Benavidez  
Chair, Board of Trustees

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Date

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## **Review and Recommend Action on Proposed Projects for Internal Auditor for FY 2023 – 2024**

Purpose and Justification – Administration requests the Committee recommend Board approval of proposed projects for the Internal Auditor for FY 2023 – 2024. The Audit Charter requires that an annual work plan using appropriate risk-based methodology be submitted to the Board of Trustees for review and approval.

Staff is recommending projects for the Board's consideration for the Internal Auditor's review for Fiscal Year 2023 - 2024. The projects listed below are proposed as the assignments for the Internal Auditor.

- FY 2023 - 2024 (Scheduled)
  1. Fraud Survey
  2. Financial Aid – Federal Awards
  3. Faculty Overloads & Stipends
  4. Student Organization Funds Handling
  5. IT - Business Continuity / Disaster Recovery
  6. HR Processes – Hiring & Staffing
  7. Environmental Health & Safety
  8. Account Reconciliations
  9. Fixed Assets
  10. Quality Assurance Review – External QAR

Enclosed Documents - The list of Internal Audits conducted for FY 2013 through FY 2023 follows in the packet for the Committee's information and review.

Dr. Ricardo J. Solis, President, Mary Elizondo, Vice President for Finance and Administrative Services, and Khalil Abdullah, Chief Internal Auditor, will be present at the Committee meeting to address any questions.

It is requested that the Committee recommend Board approval of proposed projects for the Internal Auditor for FY 2023 - 2024 as presented.

**South Texas College  
Internal Auditing Services for the Period of FY 2013 through FY 2024**

|    | Audit Area  | FY 2013  | FY 2014                     | FY 2015                      | FY 2016                      | FY 2017  | FY 2018                      | FY 2019                      | FY 2020                      | FY 2021                      | FY 2022                      | FY 2023  | FY 2024  |
|----|---|----------|-----------------------------|------------------------------|------------------------------|----------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|----------|----------|
| 1  | Fraud Survey  | 10/18/12 | 11/08/13                    | Complete                     | Complete                     | 12/07/16 | 10/18/17                     | 10/22/18                     | 10/08/19                     | 10/12/20                     | 10/06/21                     | 10/04/22 | Proposed |
| 2  | Fraud Hotline Calls/Investigations  |          | 10/29/13                    |                              |                              |          |                              |                              |                              |                              |                              |          |          |
| 3  | Cash<br>-Controls and safeguards<br>-Bank Reconciliation<br>-Check and deposit preparation                                  |          |                             |                              |                              |          |                              |                              |                              |                              |                              |          |          |
| 4  | Cash<br>-Bank Reconciliation  |          |                             |                              |                              |          |                              |                              |                              |                              |                              |          |          |
| 5  | Surprise Cash Counts and Cash Handling<br>Controls over Student Tuition and Fees<br>Collection                              |          | Requested- Not<br>Performed | Requested- Not<br>Performed  | Requested- Not<br>Performed  | 11/04/16 |                              |                              |                              |                              |                              | 07/20/23 |          |
| 6  | Department Cash Handling Procedures   |          |                             | Requested -<br>Not Performed | Requested -<br>Not Performed | 11/04/16 |                              |                              |                              |                              |                              |          | Proposed |
| 7  | Student Receivables/ Third Party<br>-Billing<br>-Collections<br>-Reconciliation   |          |                             |                              |                              |          |                              |                              |                              |                              |                              |          |          |
| 8  | Scholarship Funds<br>-Valley Scholars<br>-Pledges<br>-Awards<br>-Other Scholarships   | 08/22/13 |                             |                              |                              |          |                              |                              |                              |                              |                              |          |          |
| 9  | Grants- Title V   |          |                             |                              |                              |          |                              |                              |                              |                              |                              |          |          |
| 10 | Grants- Wired   |          |                             |                              |                              |          |                              |                              |                              |                              |                              |          |          |
| 11 | Grants - Federal Work-study, Federal Pell<br>Grant, Carl Perkins, and Workforce<br>Investment Act                           |          |                             |                              |                              |          |                              |                              |                              |                              |                              |          |          |
| 12 | Property Taxes -Rec. & Rollback Taxes   |          | Requested- Not<br>Performed | Requested- Not<br>Performed  | Requested - Not<br>Performed | 06/20/17 |                              |                              |                              |                              |                              |          |          |
| 13 | Property Taxes - Internal Controls of<br>Hidalgo and Starr County Tax Assessor-<br>Collector's Offices                      |          |                             |                              | Requested - Not<br>Performed |          |                              |                              |                              |                              |                              |          |          |
| 14 | AP - Operations / Prompt Pmt. Act   |          |                             |                              |                              |          |                              |                              |                              |                              |                              |          |          |
| 15 | AP - Commercial Card Use  |          |                             |                              |                              |          | Requested - In<br>Progress   | 01/29/19                     |                              |                              |                              |          |          |
| 16 | Fuel Card Use   |          |                             |                              |                              |          | Requested - In<br>Progress   | 10/23/18                     |                              |                              |                              |          |          |
| 17 | Travel  |          |                             |                              |                              |          |                              | Requested - Not<br>Performed | Requested - Not<br>Performed | Requested - Not<br>Performed | Requested - Not<br>Performed |          |          |
| 18 | Mileage Reimbursement Procedures  |          |                             |                              | Requested - Not<br>Performed |          |                              |                              |                              |                              |                              |          |          |
| 19 | Purchasing  |          |                             |                              | Requested - Not<br>Performed | 02/17/17 |                              |                              |                              | Requested -<br>Not Performed | 07/12/22                     |          |          |
| 20 | Contracts<br>-Solicitation/Renewal Process<br>-Record keeping   |          |                             |                              |                              |          |                              |                              |                              |                              |                              |          |          |
| 21 | Financial Aid - State Awards  | 05/07/13 |                             |                              |                              |          | Requested - Not<br>Performed | In Process                   | 01/07/20                     |                              |                              |          |          |
| 22 | Financial Aid - Federal Awards  |          |                             |                              |                              |          |                              |                              |                              | Requested - Not<br>Performed | Requested - Not<br>Performed | 08/08/23 | Proposed |
| 23 | Investments<br>-Compliance<br>-Collateral Documentation<br>-Transfers for Debt Service<br>-System for Monitoring Maturities |          |                             |                              |                              |          |                              |                              |                              |                              |                              |          |          |

**South Texas College  
Internal Auditing Services for the Period of FY 2013 through FY 2024**

|    | Audit Area  | FY 2013  | FY 2014                   | FY 2015                   | FY 2016                   | FY 2017                   | FY 2018                   | FY 2019                   | FY 2020                   | FY 2021    | FY 2022  | FY 2023                   | FY 2024                   |
|----|---|----------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------|----------|---------------------------|---------------------------|
| 24 | Debt Service<br>-Bond Payments<br>-Continuing Disclosure Requirements<br>-Arbitrage<br>-Bond Restrictions<br>-Human Resources and Payroll<br>-Compliance & Controls |          |                           |                           |                           |                           |                           |                           |                           |            |          |                           |                           |
| 25 | HR - Human Resources- Employment Eligibility Verification Form I-9 (U.S. Citizenship and Immigration Services)  |          | Requested - Not Performed | Requested - Not Performed | Requested - Not Performed | 02/17/17                  |                           |                           |                           |            |          |                           |                           |
| 26 | HR Processes - Faculty Credentials  |          |                           |                           |                           |                           |                           | Requested - Not Performed | In Process                | In Process | 06/10/22 |                           |                           |
| 27 | HR Processes - Employee Hiring & Staffing   |          |                           |                           |                           |                           |                           |                           |                           |            |          | Requested - Not Performed | Proposed                  |
| 28 | TimeClock Plus [Time Keeping System Compliance]   |          | Requested - Not Performed | Requested - In Progress   | 10/04/18                  |                           |            |          |                           |                           |
| 29 | TimeClock Plus [Time Keeping System Compliance]   |          |                           |                           |                           |                           |                           |                           |                           |            |          |                           |                           |
| 30 | Internal Control Procedures   |          | Requested - Not Performed | Requested - Not Performed | Requested - Not Performed |                           | 11/08/17                  |                           |                           |            |          |                           | Proposed                  |
| 31 | Fixed Assets  |          |                           |                           |                           |                           |                           |                           |                           |            |          |                           |                           |
| 32 | Continuing Professional and Workforce Education Department  |          |                           |                           |                           |                           |                           |                           |                           |            |          |                           |                           |
| 33 | Facilities, Operation & Maintenance- Workorders and Purchase Orders   | 07/18/13 |                           |                           |                           |                           |                           |                           |                           |            |          |                           |                           |
| 34 | Custodial Services- Work Orders, Purchase Orders and Inventory  |          | Requested - Not Performed |                           | 06/06/19                  |                           |            |          |                           |                           |
| 35 | Enrollment Audit (Traditional and Continuing Education)   |          |                           | Requested - Not Performed | Requested - Not Performed |                           | Requested - In Progress   | 07/26/18                  |                           |            |          |                           |                           |
| 36 | Student Activities & Wellness   |          |                           |                           |                           |                           | 12/01/17                  |                           |                           |            |          |                           |                           |
| 37 | Memorandum of Understanding [MOU] -Early College High Schools   |          |                           |                           |                           |                           |                           |                           | In Process                | 01/11/21   |          |                           |                           |
| 38 | Dual Credit<br>Blueprint Expectations for Early College High Schools  |          |                           |                           |                           |                           |                           |                           | Requested - Not Performed |            |          |                           |                           |
| 39 | Science Lab Safety and Storage Compliance   |          |                           |                           |                           |                           |                           |                           | In Process                | In Process | 06/10/22 |                           |                           |
| 40 | Red Flag Rules  |          |                           |                           |                           |                           |                           |                           |                           |            |          |                           |                           |
| 41 | IT Security and Procedures  |          | 09/05/13                  |                           |                           |                           |                           |                           |                           |            |          |                           |                           |
| 42 | IT - Business Continuity / Disaster Recovery  |          |                           |                           |                           |                           |                           |                           |                           |            |          |                           |                           |
| 43 | Texas Administrative Code Sec. 202  |          |                           |                           |                           |                           |                           |                           |                           |            |          |                           |                           |
| 44 | Banner Computer System Security and Access  |          | Requested - Not Performed | In Process                | In Process                | 01/11/21   |          |                           |                           |
| 45 | Instructional Technologies Inventory  |          | Requested - Not Performed | 11/06/14                  |                           |                           |                           |                           |                           |            |          | Requested - Not Performed | Proposed                  |
| 46 | FM Account Reconciliations  |          |                           |                           |                           |                           |                           |                           |                           |            |          |                           | Proposed                  |
| 47 | Environmental Health & Safety   |          |                           |                           |                           |                           |                           |                           |                           |            |          |                           | Proposed                  |
| 48 | Clery Act, and VAWA   |          |                           |                           |                           |                           |                           |                           |                           |            |          |                           |                           |
| 49 | Title IX  |          |                           |                           |                           |                           |                           |                           |                           |            |          |                           |                           |
| 50 | Internal Assessment of the Office of Internal Audits - (QAIP)   |          |                           |                           |                           |                           |                           |                           |                           |            |          | 06/12/23                  |                           |
| 51 | External Assessment of the Office of Internal Audits - (QAIP)   |          |                           |                           |                           |                           |                           |                           |                           | 07/13/21   |          | Requested - Not Performed | Requested - Not Performed |



**South Texas College  
Internal Auditing Services for the Period of FY 2013 through FY 2024**

| Audit Area   | FY 2013  | FY 2014  | FY 2015  | FY 2016  | FY 2017  | FY 2018  | FY 2019  | FY 2020    | FY 2021                   | FY 2022                               | FY 2023                   | FY 2024  |
|--|----------|----------|----------|----------|----------|----------|----------|------------|---------------------------|---------------------------------------|---------------------------|----------|
| 52 Faculty Overloads & Stipends                            |          |          |          |          |          |          |          |            | Requested - Not Performed | Requested - Not Performed<br>11/15/21 | Requested - Not Performed | Proposed |
| 53 Teacher Retirement System (TRS)                         |          |          |          |          |          |          |          |            | Proposed                  |                                       |                           |          |
| 54 Emergency Medical Technology (EMT) Program              |          |          |          |          |          |          |          |            |                           | Requested - Not Performed<br>06/12/23 |                           |          |
| 55 Child and Adult Care Food Program - Application Process |          |          |          |          |          |          |          | 10/01/19   |                           |                                       |                           |          |
| 56 SAO - Catch the Next Complaint: 20-0044                 |          |          |          |          |          |          |          | 11/07/19   |                           |                                       |                           |          |
| 57 CARES Act Compliance                                    |          |          |          |          |          |          |          | In Process | 08/26/20                  |                                       |                           |          |
| <b>Total Number of Audits Completed</b>                    | <b>4</b> | <b>3</b> | <b>1</b> | <b>0</b> | <b>6</b> | <b>4</b> | <b>6</b> | <b>6</b>   | <b>5</b>                  | <b>4</b>                              | <b>5</b>                  | <b>5</b> |

**Other Activities**

Annual Financial Report (CAFR)  
Risk Assessment & Audit Plan  
Internal Audit Annual Report

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## **Review and Recommend Action to Revise Local Policy CT - Intellectual Property**

Purpose and Justification – Administration requests the Committee recommend Board approval to revise Local Policy CT - Intellectual Property to include revisions recommended by TASB.

Background – TASB staff have recommended the changes to clarify non-material language for greater clarity.

The key revisions are as follows:

- Changing headings from “Copyright” and “Trademark” to “Use of Copyrighted Works” and “Use of College District Trademarks.”
- Changing the heading, “Work for Hire” to “Independent Contractors.”
- Changing the heading, “Electronic Media” to “Performance and Displays.” Furthermore, expanding this section to provide examples of what, when, and where copyrighted works may be displayed/performed.
- To remove unnecessary and duplicative language in order to streamline the policy.
- To correct minor errors and ensure a better flow of Policy CT overall.

South Texas College adopted Local Policy CT on February 14, 2023.

Reviewers – The revisions have been reviewed by staff, administrators, TASB staff, STC Legal Counsel, the Dean of Library & Learning Support Services, and the Vice President for Academic Affairs.

Enclosed Documents – The revised Local Policy follows in the packet for the Committee’s information and review.

The additions to the policies are in blue font and the deletions are designated with a red strikeout.

Dr. Anahid Petrosian, Vice President for Academic Affairs, and Dr. Brett J. Millán, Special Assistant to the Office of the Vice President for Academic Affairs will be present at the Committee meeting to address any questions.

It is requested that the Committee recommend Board approval to revise Local Policy CT - Intellectual Property as presented, and which supersedes any previously adopted Board Policy.

**Intellectual Property Rights**

All copyrights, trademarks, and other intellectual property rights **belonging to the College District** shall remain with the College District at all times. **Except as provided by law, College District policy, or written authorization from the College President or designee, use of College District intellectual property shall be limited to College District-related purposes.**

Definitions

“Incidental use” is defined as minor utilization of resources commonly encountered in the course of an employee’s daily job. This includes, but is not limited to:

1. An individual’s office;
2. An individual’s office computer;
3. An individual’s office telephone;
4. College District library resources; and
5. College District art studios.

“Scholarly works” are defined as works that are created to further scholarly or artistic activity for which no compensation is granted by the College District. These include but are not limited to:

1. Manuscripts;
2. Scholarly articles;
3. Documentaries;
4. Webpages;
5. Monographs;
6. Works of art; and
7. Other research-based productions.

“College time” is defined as time an employee spends conducting work that contributes to the course and scope of employment as defined in the assigned job description.

Students

A student shall retain all rights to **the student’s** work created as part of instruction or using College District technology resources.

Community Users

Members of the community who are neither students, employees of the College District, nor independent contractors hired by the College District shall retain all rights to work created using College District technology resources.

|   |  |
|---|--|
| Employees<br><i>College District<br/>Ownership</i>              | As an agent of the College District, an employee, including a student employee, shall not have rights to work <del>he or she creates</del> <b>created</b> on College District time, using College District technology resources, or using College District intellectual property with the exception of scholarly works produced with incidental use of College District resources. The College District shall own any work or work product created by a College District employee in the course and scope of <del>his or her</del> <b>College District</b> employment, including the right to obtain copyrights and patents. The College District may designate a taskforce to recommend whether and what type of license to assign to College District-owned intellectual property. |
| <i>Employee<br/>Ownership</i>                                   | <del>If the employee obtains a patent for such work, the employee shall grant a non-exclusive, non-transferable, perpetual, royalty-free, College District-wide license to the College District for use of the patented work.</del> A College District employee shall own any work or work product produced <del>on his or her own</del> <b>during personal</b> time, <del>away from his or her job</del> and with personal equipment and materials, including the right to obtain patents or copyrights.  |
| <i>Permission</i>   | <del>A College District employee may apply to the</del> <b>The</b> College President or designee <b>shall have the authority to permit</b> use of College District materials and equipment in <del>his or her creative developing the employee's own</del> projects, provided the employee agrees <del>either</del> <b>in writing</b> to grant to the College District a non-exclusive, non-transferable, perpetual, royalty-free, College District-wide license to use the work, or permits the College District to be listed as co-author or co-inventor if the College District contribution to the work is substantial. College District materials do not include student work, all rights to which are retained by the student.   |
| <del>Works for Hire</del><br><b>Independent<br/>Contractors</b> | The College District may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement that provides that the College District shall own the work product created under the agreement, as permitted by copyright law. Independent contractors shall comply with copyright law in all works commissioned.   |
| Grant and Contract<br>Agreements                                | This policy is superseded by the specific terms relating to intellectual property ownership, assignment, and licensing of state and federal grants and other contracts entered into by the College District with other external funding entities.  |
| OER and Creative<br>Commons<br>Licensing                        | The College District promotes the development and use of Open Educational Resources (OER) to reduce barriers to student success and encourages open sharing of the creative and innovative work of College District staff. Copyright owners and creators are encouraged to assign Creative Commons licenses to share works and grant copyright permission for not-for-profit purposes.   |

Disclosure of  
Intellectual Property

College District personnel intending to create intellectual property of commercial value are advised to disclose planned projects prior to beginning work by completing the Request for Determination of Intellectual Property Rights Form available through Human Resources.

Upon the termination of any person's association with the College District, all permission to possess, receive, or modify the College District's intellectual property shall immediately terminate. All such persons shall return to the College District all intellectual property, including but not limited to any copies, no matter how kept or stored, and whether directly or indirectly possessed by such person.

**Copyright** Use of  
Copyrighted Works

Unless the proposed use of a copyrighted work is an exception under the "fair use" guidelines maintained by the College President or designee, the College District shall require an employee or student to obtain a license or permission from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder's work for instructional, curricular, or extracurricular purposes. This policy does not apply to any work sufficiently documented to be in the public domain.

Technology Use

~~All persons are prohibited from using~~ Use of College District technology in violation of any law, including copyright law, **shall be prohibited**. Only appropriately licensed **images, applications, programs, or other** software may be used with College District technology resources. ~~No person shall use the~~ The College District's technology resources **shall not be used** to post, publicize, or duplicate information in violation of copyright law. The ~~Board shall direct the~~ College President or designee ~~to~~ **shall** employ all reasonable measures to prevent the use of College District technology resources in violation of the law. ~~All persons~~ **Any person** using College District technology resources in violation of law shall lose user privileges in addition to other sanctions. [See BBI and CR]

~~Electronic Media~~  
~~Unless a license or permission is obtained, electronic media in the classroom~~ **Performances and Displays**

**The performance and display of copyrighted material**, including motion pictures ~~and other audiovisual, dramatic works, must be used in~~ **musical performances, or other audio and visual works, may only occur for education purposes and in accordance with the following:**

1. **As a regular part of instruction and directly related to the course of curriculum;**
2. **During** face-to-face teaching activities ~~as defined by law;~~
3. **When viewed in a classroom or designated place of instruction; and**

**4. With a lawfully made copy or via an authorized account.**

Designated Agent

The College District shall designate an agent to receive notification of alleged online copyright infringement and shall notify the U.S. Copyright Office of the designated agent's identity. The College District shall include on its website information on how to contact the College District's designated agent and a copy of the College District's copyright policy. Upon notification, the College District's designated agent shall take all actions necessary to remedy any violation. The College District shall provide the designated agent appropriate training and resources necessary to protect the College District.

If a content owner reasonably believes that the College District's technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.

**Trademark**

**Use of College  
District Trademarks**

College District-  
Related Use

The College District protects all College District and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

The College District grants permission to students, student organizations, parent organizations, and other College District-affiliated college-support organizations to use, without charge, College District and campus trademarks to promote a group of students, an activity or event, a campus, or the College District, if the use is in furtherance of College District-related business or activity. The College President or designee shall determine what constitutes use in furtherance of College District-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative regulations.

Public Use

Members of the ~~general~~ public, outside organizations, vendors, commercial manufacturers, wholesalers, and retailers shall not use College District trademarks without ~~the~~ written ~~permission of au-~~  
**thorization from** the College President or designee. Any production of merchandise with College District trademarks for sale or distribution must be pursuant to a trademark licensing agreement and may be subject to the payment of royalties.

Any individual, organization, or business that uses College District **or campus** trademarks without appropriate authorization shall be subject to legal action.

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**Review and Recommend Action to Adopt New Business and Support Services and Personnel Policies and Retire Current Policies**

Purpose and Justification – Administration requests the Committee recommend Board approval to adopt new Business and Support Services and Personnel policies and retire current policies to align with the Texas Association of School Boards (TASB) policy manual.

These changes will align the policies with the comprehensive, current, and legally sound policy manual, strengthen the policies’ language, and transition policies to a standardized format. In addition to the policies, internal procedures are currently in place and will continue to be enhanced.

The adoption of new and/or retired policies are as follows:

| Adopt New Policies   | Retired Policy(ies)   |
|--|---|
| <b>Business and Support Services</b>   |   |
| A-1. CKE (Local) Insurance and Annuities Management: Workers’ Compensation         | A-2. Policy #4344: Workers’ Compensation <ul style="list-style-type: none"> <li>• Replaced by CKE (Local)</li> </ul>  |
| <b>Personnel Policies</b>  |   |
| B-1. DBA (Local) Employment Requirements and Restrictions: Credentials and Records | B-2. Policy #4151: Academic and Professional Credentials for Faculty <ul style="list-style-type: none"> <li>• Policy language kept as Administrative Regulation</li> </ul> B-3. Policy #4700: Maintenance of Personnel Records <ul style="list-style-type: none"> <li>• Replaced by DBA (Local)</li> </ul> B-4. Policy #4701: Confidentiality of Personnel Payroll Information <ul style="list-style-type: none"> <li>• Policy language kept as Administrative Regulation</li> </ul> B-5. Policy #4702: Personal Status Change <ul style="list-style-type: none"> <li>• Replaced by DBA (Local)</li> </ul> B-6. Policy #4711: Confidentiality of Records and Business Matters <ul style="list-style-type: none"> <li>• Replaced by DBA (Local)</li> </ul> |

| Adopt New Policies   | Retired Policy(ies)  |
|--|--|
| <p>C-1. DBB (Local) Employment Requirements and Restrictions: Medical Examinations and Communicable Diseases</p>   | <p>C-2. Policy #4400: Employees With or Who Have Been Exposed to Communicable Diseases</p> <ul style="list-style-type: none"> <li>• Replaced by DBB (Local)</li> </ul> <p>C-3. Policy #4401: HIV/AIDS Workplace Guidelines</p> <ul style="list-style-type: none"> <li>• Policy language kept as Administrative Regulation</li> </ul>   |
| <p>D-1. DEC (Local) Compensation and Benefits: Leaves and Absences</p> <ul style="list-style-type: none"> <li>• New Policy includes a proposed new benefit for resigning and retiring employees. These employees will be eligible to receive payment of fifty percent of their accumulated sick leave between 480 – 720 hours. For example, a retiring employee with 720 sick leave hours would get paid 120 hours (15 days) at the time of retirement.</li> </ul> | <p>The following policies were replaced by DEC (Local):</p> <p>D-2. Policy # 3820: Faculty Renewal and Development Leave</p> <p>D-3. Policy # 4230: Educational Activities Leave</p> <p>D-4. Policy # 4306: Vacation Leave Accrual</p> <p>D-5. Policy # 4308: Sick Leave</p> <p>D-6. Policy # 4309: Sick Leave Deduction for Faculty</p> <p>D-7. Policy # 4310: Sick Leave Pool</p> <p>D-8. Policy # 4311: Personal Leave</p> <p>D-9. Policy # 4312: Funeral Leave</p> <p>D-10. Policy # 4313: Family and Medical Leave</p> <p>D-11. Policy # 4314: Jury and Witness Duty</p> <p>D-12. Policy # 4316: Leave Without Pay</p> <p>D-13. Policy # 4318: Accommodations for Religious Observance</p> <p>D-14. Policy # 4511: Unauthorized Absence</p> |

The following policies are also recommended for retirement. They are duplicative with existing legal policies as maintained for South Texas College by TASB, or TASB recommends transitioning to a procedure, as deemed appropriate, by College staff based on internal operations and functions:

- E-1. Retire Current Policy # 4305: Employee Leave, Spring Break, Semester

**Break and Holidays**

- TASB recommends development as a Procedure Document instead of a Board Policy
- F-1. Retire Current Policy # 4317: Military Leave
- TASB recommends development as a Procedure Document instead of a Board Policy
- G-1. Retire Current Policy # 4319: Professional Leave
- TASB recommends development as a Procedure Document instead of a Board Policy
- H-1. Retire Current Policy # 4322: Donation of Sick Leave
- Discontinue donation of sick leave since the related state statute does not pertain to community colleges.

Background – On March 31, 2020, the Board of Trustees approved an interlocal agreement with TASB for Policy Management Service. Throughout FY 2022 and FY 2023, current College board policies will be reviewed, retired, and transitioned into the TASB formatted policies. TASB will then provide a comprehensive, current, and legally sound Policy Manual.

Reviewers – The new and retired policies have been reviewed by staff, administrators, TASB staff, STC Legal Counsel, and the Vice President for Finance and Administrative Services.

Enclosed Documents - The new and or retired policies follow in the packet for the Committee's information and review.

Mary Elizondo, Vice President for Finance and Administrative Services, and Dr. Zachary Suarez, Executive Director of Human Resources and Talent Development, will be present at the Committee Meeting to address questions.

It is requested that the Committee recommend Board approval to adopt new Business and Support Services and Personnel policies and retire current policies as listed, presented, and which supersedes any previously adopted Board policy.

**WORKERS'  
COMPENSATION**

The College District shall provide workers' compensation coverage as required by the Texas Workers' Compensation Act.

An employee who suffers a work-related injury/illness must report the incident to his/her immediate supervisor; thereafter all communications regarding the injury/illness will be directly with the Office of Human Resources. The program pays medical bills and provides payments to partially replace lost wages for a work-related injury or a work-related disease or illness. Certain conditions apply.

If a workers' compensation absence extends beyond the employee's Family and Medical Leave (FMLA), if applicable, the College District may fill the employee's position if the employee will not be able to return to work. It is the responsibility of the employee to communicate regularly with the Human Resources Benefits Manager.

**RETURN TO WORK  
PROGRAM**

The College District is committed to maintaining a Return-to-Work Program for employees who have been injured during the course and scope of employment or who have experienced on-the-job injury.

The Return-to-Work Program for on-the-job injuries will be administered through the Human Resources Department in coordination with the employee's immediate supervisor, the employee's treating physician, and the worker's compensation insurance adjuster/case manager. The Return-to-Work Program shall encourage employees to return to work at their regular assignment, as soon as practical, by offering employees employment while they recover, as follows:

1. If the employee's regular assignment with modifications on a temporary basis, to the extent practicable, so that the physical demands are consistent with the restrictions imposed by the physician; or
2. If the employee is unable to perform his or her regular job, suitable alternate assignments on a temporary basis. Alternate work assignments provided for an employee will be made in accordance.

The Return-To-Work Program shall be administered according to procedures established by the College District. Such procedures shall require the employee to submit written documentation from a licensed physician that expressly describes the employee's abilities and limitations. The employee is required to have a written full release from the medical doctor in order to return to regular duty.

## MANUAL OF POLICY

|                               |  |             |
|-------------------------------|--|-------------|
| <b>Title</b>                  | <b>Workers' Compensation</b>   | <b>4344</b> |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>   |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 25, 1996<br/>As Amended by Board Minute Order dated June 11, 1998</b> |             |

The College participates in the Texas Workers' Compensation benefit program. Workers' Compensation insurance is regulated by the State and all guidelines mandated by Texas Workers' Compensation Commission. This insurance is for the sole purpose of a work-related injury/illness.

An employee who suffers a work-related injury/illness must report the incident to his/her immediate supervisor; thereafter all communications regarding the injury/illness will be directly with the Office of Human Resources. The program pays medical bills and provides payments to partially replace lost wages for a work-related injury or a work-related disease or illness. Certain conditions apply.

If an approved medical doctor requires an employee to be absent from work, an employee may claim his/her personal sick time for the waiting period that is mandated by the State. Thereafter an employee receives partial payment from the Insurance Company and no personal sick time may be used.

If an employee is released to return to restricted duty for a limited period of time, the Office of Human Resources will make every effort to assist the employee. The employee is required to have a written full release from the medical doctor in order to return to regular duty. It is the responsibility of the employee to communicate regularly with the Human Resources Benefit Coordinator.

**Personnel File**

The College District shall maintain personnel files on College District employees adequate for local and state needs and regional accrediting organizations. The permanent personnel file for all full-time and part-time employees is stored in the Office of Human Resources. Personnel records shall include, but not be limited to:

1. Official transcripts from all colleges attended;
2. A completed College District employment application form; and
3. Personal data forms as may be required for proper and effective use.

**Custodian of Personnel File**

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

**Social Security Number**

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

**Credentials**

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

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

evaluation service or by a university in the United States qualified to conduct such evaluations.

**Faculty  
Qualifications**

The College District shall employ faculty members who meet faculty credential guidelines consistent with the Southern Association of Colleges and Schools Commission on Colleges' (SACSCOC) Comprehensive Standard, as well as qualifications specified by the Coordinating Board, and other discipline-specific accrediting or licensing authorities.

**Minimum  
Educational  
Requirements of  
Staff (Non-Faculty)**

The College District reserves the right to modify the minimum educational requirements for certain entry level positions. A committee, determined by the executive director of human resources or designee, must receive and review recommendations from the appropriate supervisor prior to making a decision on matters involving the modification of the minimum education requirements necessary of staff (non-faculty) positions at the College District.

**Confidentiality of  
Records and  
Business Matters**

The College District maintains the confidentiality of its records and matters relating to the conduct of its business as permitted by the Texas Public Information Act and Student Confidentiality Statutes. No employee of the College is permitted to disclose information that concerns any students or former, active or prospective personnel that is exempt from disclosure under the Texas Public Information Act or other privacy law.

Employees with access to such information will be asked to sign a Employee Non-Disclosure Agreement and to comply with the provisions of that agreement.

**Personal Status  
Change**

Any personal status changes affecting record-keeping, mailing address, emergency contact phone numbers, or employee benefits must be reported to the Office of Human Resources.

The College District is not liable if the employee does not report changes in a timely fashion.

## MANUAL OF POLICY

|                               |   |                    |
|-------------------------------|---|--------------------|
| <b>Title</b>                  | <b>Academic and Professional Credentials<br/>for Faculty</b>  | <b>4151</b>        |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>  | <b>Page 1 of 2</b> |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995<br/>As Amended by Board Minute Order Dated December 16, 1999<br/>As Amended by Board Minute Order dated August 19, 2004<br/>As Amended by Board Minute Order dated August 21, 2008</b> |                    |

South Texas College recruits and employs the most competent faculty members qualified to accomplish the mission and goals of the institution.

When determining acceptable qualifications of faculty, the College will give primary consideration to the highest earned degree in the discipline in accordance with the guidelines listed below. The College will also consider competence, effectiveness, and capacity, including, as appropriate, undergraduate and graduate degrees, related work experiences in the field, professional licensure and certifications, honors and awards, continuous documented excellence in teaching, or other demonstrated competencies and achievements that contribute to effective teaching and student learning outcomes. The College assumes responsibility for justifying and documenting the qualifications of its faculty.

The College has adopted the Commission Guidelines for Faculty Credentials, published by the Southern Association of Colleges and Schools for defining faculty qualifications:

- a. Faculty teaching general education courses at the undergraduate level:
  - doctorate or master's degree in the teaching discipline or a doctorate or master's degree with a minimum of 18 graduate semester hours in the teaching discipline.
- b. Faculty teaching associate degree courses designed for transfer to a baccalaureate degree:
  - doctorate or master's degree in the teaching discipline or a doctorate or master's degree with a minimum of 18 graduate semester hours in the teaching discipline.
- c. Faculty teaching associate degree courses not designed for transfer to the baccalaureate degree:
  - a minimum of a bachelor's degree in the teaching discipline, or associate's degree and demonstrated competencies in the teaching discipline.
- d. Faculty teaching baccalaureate courses:
  - doctorate or master's degree in the teaching discipline or a doctorate or master's degree with a minimum of 18 graduate semester hours in the teaching discipline.

## MANUAL OF POLICY

|                               |   |                    |
|-------------------------------|---|--------------------|
| <b>Title</b>                  | <b>Academic and Professional Credentials<br/>for Faculty</b>  | <b>4151</b>        |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>  | <b>Page 2 of 2</b> |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995<br/>As Amended by Board Minute Order Dated December 16, 1999<br/>As Amended by Board Minute Order dated August 19, 2004<br/>As Amended by Board Minute Order dated August 21, 2008</b> |                    |

In addition, the College will hire faculty that meet or exceed the following minimum qualifications for Certificate and Developmental courses:

- a. Faculty teaching certificate courses that are not included in an associate degree:
  - certificate of completion and significant demonstrated work experience.
- b. Faculty teaching certificate courses that are included in an associate degree:
  - associate's degree and demonstrated competencies in the teaching discipline.
- c. Faculty teaching developmental courses:
  - bachelor's degree in the teaching discipline related to their teaching assignment and either classroom experience in a discipline related to their teaching assignment or graduate semester hours in education.

It is the responsibility of the Search Committee to recommend prospective full time regular faculty finalists to the respective Division Dean for consideration. The names of the recommended candidates are then forwarded to the Office of Human Resources for transcript evaluation and to document that the candidates meet the requirements as established by the Commission Guidelines for Faculty Credentials, published by the Southern Association of Colleges and Schools and the College policies and procedures regarding academic and professional credentials for faculty. Following the evaluation and documentation by the Office of Human Resources, the names of the final candidates are forwarded to the Vice President for Academic Affairs for final selection of the candidate.

All degrees earned by faculty and which fulfill the requirements of the Southern Association of Colleges and Schools Principles of Accreditation must be from a regionally accredited institution and the College is committed to recruiting and selecting faculty whose highest degree is earned from a broad representation of regionally accredited institutions.

Aside from the aforementioned guidelines which represent commonly-accepted good practice for the academic qualifications of faculty, the College concurs with the Commission on Colleges that qualifications other than academic credentials (or combined with credentials) may be appropriate for teaching particular courses. For this reason, the College has put in place procedures for the review of faculty qualifications when justifications are deemed appropriate.

## MANUAL OF POLICY

|                               |  |             |
|-------------------------------|--|-------------|
| <b>Title</b>                  | <b>Maintenance of Personnel Records</b>          | <b>4700</b> |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>         |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995</b> |             |

An official personnel file on each employee is to be maintained in conformance with the provisions of the Texas Open Records Act of 1973, criteria established by the Southern Association of Colleges and Schools (SACS), Texas Higher Education Coordinating Board guidelines, State Audit Requirements and other established College guidelines.

The Office of Human Resources shall have the responsibility to ensure that required data documents are maintained in each individual employee's personnel file as appropriate.

## MANUAL OF POLICY

|                               |   |             |
|-------------------------------|---|-------------|
| <b>Title</b>                  | <b>Confidentiality of Personnel Payroll Information</b>   | <b>4701</b> |
| <b>Legal Authority</b>        | <b>Management Guideline on Retention and Maintenance of Confidentiality in Personnel/Payroll Services<br/>Approval of the Board of Trustees</b> |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995</b>  |             |

Availability and dissemination of employee personnel records in response to external requests will comply with state and federal law and in response to internal requests will be determined on a “need to know” basis.

College employees will have access to their own personnel record and may review the record in the Office of Human Resources during business working hours in the presence of a Human Resources representative.

The Office of Human Resources will provide the following information (that is specifically designated public information) upon written request: name(s), sex, ethnicity, salaries, title and dates of employment of employees of the College. Access to other information in an employee's file will be allowed for the following categories:

1. Supervisory employees responsible for the work product of an employee;
2. The employing authority for any position within the College for which the employee has applied or for which the employee is being considered;
3. The State Auditor or South Texas College's Internal Auditor;
4. Anyone associated with South Texas College that has been granted written permission by the President;
5. Any person with a valid court order authorizing inspection of file or portions thereof; and
6. The employee or designated agent as indicated by the employee's written permission.

The Office of Human Resources will review all other requests not noted above and, in conformance with applicable guidelines, take appropriate action.

## MANUAL OF POLICY

|                               |  |             |
|-------------------------------|--|-------------|
| <b>Title</b>                  | <b>Personal Status Change</b>  | <b>4702</b> |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>   |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995</b><br><b>Board Minute Order dated January 17, 2002</b> |             |

Any personal status changes affecting record-keeping, mailing address, emergency contact phone numbers, or employee benefits must be reported to the Office of Human Resources.

The College is not liable if the employee does not report changes in a timely fashion.

RETIRED

## MANUAL OF POLICY

|                               |  |             |
|-------------------------------|--|-------------|
| <b>Title</b>                  | <b>Confidentiality of Records and Business Matters</b>   | <b>4711</b> |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>   |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order Dated January 9, 1997<br/>As Amended by Board Minute Order Dated September 2, 1999</b> |             |

South Texas College maintains the confidentiality of its records and matters relating to the conduct of its business as permitted by the Texas Public Information Acts and Student Confidentiality Statutes. No employee of the College is permitted to reveal information of a confidential nature that concerns any students or former, active or prospective personnel, financial records, management information, and other records of a privileged and non-public nature.

Employees with access to such information will be asked to sign a Statement of Confidentiality and to comply with the provisions of that statement.

**Examinations During Employment**

The College President or designee may require an employee to undergo a medical examination if information received from the employee, the employee's supervisor, or other sources indicates the employee has a communicable or infectious disease that poses a direct threat to the health or safety of the employee or others.

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

Based on the results of the examination, the College President or designee shall determine whether the employee poses a direct threat to the health or safety of the employee or others

**Confidentiality of Information**

Medical information relating to the communicable diseases of an employee will be disclosed to responsible College District officials only on a "need-to-know" basis. College District officials will protect the privacy of all parties involved and the confidentiality of the information received.

**Restricted Access**

The College District, after consulting with the local health department, has the authority to restrict an employee under these provisions from campus facilities for the purpose of ensuring the wellbeing of all of its faculty, staff, and students. Any restrictions applied to the use of campus facilities or personal contact will be on a case-by-case basis and implemented for a time and manner in accordance with recommendations from the local health department.

**Reporting Responsibility**

Faculty or staff who have been informed by a student, an employee, or another person of exposure to a communicable disease, including COVID-19, or who present symptoms will notify the Office of Human Resources immediately as permitted by local, state, and federal laws. The Office of Human Resources will then notify the appropriate departments as deemed necessary. The director of human resources or designee shall report to the local health department an employee who has or is suspected of having the communicable diseases per the Texas Health and Safety Code, Chapter 81, Communicable Diseases. Written procedures for employees that include provisions relating to reporting to the Office of Human Resources, returning to work, and other protocols are maintained by the Office of Human Resources. The student procedures are maintained by Office of Counseling and Student Disability Services.

**Disciplinary Action**

Employees who have been prohibited to access College District facilities, programs, functions, and campus activities under the provisions of this policy and who continue to access prohibited College

District facilities, programs, functions and campus activities, will be subject to disciplinary action up to and including termination.

**Leave of Absences**

Employees who are excluded from work may use any accrued paid leave to which they are entitled or may request unpaid leave, as appropriate. [See DEC]

**Termination of Employment**

In accordance with appropriate policies and guidelines, employees who are excluded from the workplace in accordance with this policy may have their employment terminated when they have exhausted all earned leave.

**Other Requirements**

Employees with communicable diseases shall follow recommendations of public health officials regarding contact with students and other employees. Food service workers shall comply with health requirements established by city, county, and state health authorities. [See DBA]

## MANUAL OF POLICY

|                               |   |                    |
|-------------------------------|---|--------------------|
| <b>Title</b>                  | <b>Employees With or Who Have Been Exposed to Communicable Diseases</b> | <b>4400</b>        |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>                                | <b>Page 1 of 2</b> |
| <b>Date Approved by Board</b> | <b>As Amended by Board Minute Order Dated June 23, 2020</b>             |                    |

### **I. Purpose**

The President is authorized to establish workplace and confidentiality procedures relating to communicable diseases, including exposure to communicable diseases. Strict confidentiality procedures will be followed at all times. The medical history or records of any employee are considered confidential information and may, therefore, not be released without the individual's written consent except as otherwise provided by law.

### **II. Policy**

Communicable disease means an illness due to an infectious agent or its toxic products that arises through transmission of that agent or its products from a reservoir to a susceptible host and as further defined in the Communicable Disease Prevention and Control Act, Article 4419b-1, V.A.T.S. Communicable diseases include, but are not limited to, rubeola (measles), mumps, rubella (German measles), influenza, infectious mononucleosis, chicken pox, viral hepatitis-A, viral hepatitis-B, human immunodeficiency virus (HIV infection), AIDS, AIDS-Related Complex, sexually transmitted diseases, coronaviruses, and infectious meningitis. In this policy, HIV infection includes AIDS, AIDS-Related Complex, and a positive test for the antibody to human immunodeficiency virus. In this policy coronaviruses include SARS, COVID-19, and other related virus as determined by Center for Disease Control and Prevention (CDC).

#### **Non Discrimination**

The College shall not discriminate against an employee solely on the ground that the employee has, or has-been exposed to, a communicable disease. In the case of a confirmed or suspected exposure, reasonable accommodations in accordance with applicable law and local health department recommendations will be made.

#### **COVID-19**

Employees who are sick with COVID-19 symptoms, have tested positive, or have been exposed to someone with COVID-19 must inform the Office of Human Resources and should follow CDC guidelines to self-isolate or stay home.

#### **Other Provisions Concerning Communicable Diseases**

Employees shall be subject to the following provisions:

##### **a. Medical Examination**

Employees are required to seek appropriate medical advice from a medical professional or the local health department. Medical professionals will determine if the employee should be tested, and the local health department will determine the next steps, in accordance with their procedures, if an employee is confirmed positive for communicable diseases, including coronavirus.

## MANUAL OF POLICY

|                        |   |                    |
|------------------------|---|--------------------|
| <b>Title</b>           | <b>Employees With or Who Have Been Exposed to Communicable Diseases</b> | <b>4400</b>        |
| <b>Legal Authority</b> | <b>Approval of the Board of Trustees</b>                                | <b>Page 2 of 2</b> |

### b. Confidentiality of Information

Medical information relating to the communicable diseases of an employee will be disclosed to responsible College officials only on a strictly limited need-to-know basis. College officials will protect the privacy of all parties involved and the confidentiality of the information received.

### c. Restricted Access

The College, after consulting with the local health department, has the authority to restrict an employee under these provisions from campus facilities for the purpose of ensuring the well-being of all of its faculty, staff, and students. Any restrictions applied to the use of campus facilities or personal contact will be on a case-by-case basis and implemented for a time and manner in accordance with recommendations from the local health department.

### d. Disciplinary Action

Employees who have been prohibited to access College facilities, programs, functions, and campus activities under the provisions of this policy and who continue to access prohibited College facilities, programs, functions and campus activities, will be subject to disciplinary action up to and including termination.

### e. Faculty and Staff Responsibility to Report

Faculty or staff who have been informed by a student, an employee, or another person of exposure to a communicable disease, including coronavirus, or who present symptoms will notify the Office of Human Resources immediately as permitted by local, state, and federal laws. The Office of Human Resources will then notify the appropriate departments as deemed necessary.

The Director of Human Resources or designee shall report to the local health department an employee who has or is suspected of having the communicable diseases per the Texas Health and Safety Code, Chapter 81, Communicable Diseases.

Written procedures for employees that include provisions relating to reporting to the Office of Human Resources, returning to work, and other protocols are maintained by the Office of Human Resources. The student procedures are maintained by Office of Counseling and Student Disability Services.

### III. History

|                                     |  |
|-------------------------------------|--|
| Origination Date Approved by Board  | November 9, 1995                                   |
| Date Reviewed and Approved by Board | November 18, 1998<br>May 26, 2020<br>June 23, 2020 |

## MANUAL OF POLICY

|                               |  |             |
|-------------------------------|--|-------------|
| <b>Title</b>                  | <b>HIV/AIDS Workplace Guidelines</b>   | <b>4401</b> |
| <b>Legal Authority</b>        | <b>Senate Bill 959, Omnibus Aids Bill<br/>Passed by 71st Texas Legislation</b> |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995</b>                               |             |

The 71st Texas Legislature has determined that the creation of workplace guidelines is necessary to assure that the rights and privileges of individuals infected with the Human Immunodeficiency Virus (HIV) are protected. The President is authorized to develop the procedures.

RETIRED

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**Note:** For College District contribution to employee insurance during leave, see CKD(LOCAL). For additional provisions addressing the Family and Medical Leave Act (FMLA), see DECA(LEGAL).

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**Leave Administration**

The College President or designee shall develop administrative regulations associated with employee leaves and absences and ensure the procedures are used to implement the provisions of this policy.

**Definitions**

The term “Immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward.
3. Parent, stepparent, or parent-in-law.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.

For purposes of the FMLA, the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to catastrophic illness or injury involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of use, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

Academic Year

An “academic year” for purposes of earning, use, or recording of leave shall mean the term of an employee’s annual employment as set by the College District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires treatment by a licensed physician for a prolonged period of time. An illness or injury is considered severe if it requires prolonged hospitalization or recovery or is expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

**Earning Leave**

An employee shall not earn any form of paid leave when absent from official duty for 30 consecutive days or more.

**Deductions**

**Leave Without Pay** The College District shall not approve paid leave for more leave days than have been accumulated, to date. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

**Leave Proration**  
*Employed for Less Than Full Year* If an employee separates from employment with the College District, paid leave shall be prorated based on the actual time employed.  
If an employee separates from employment with the College District, the employee's final paycheck shall be reduced for paid leave the employee used, but had not earned, as of the date of separation.

*Employed for Full Year* If an employee uses more paid leave than he or she earned and remains employed with the College District through the last work-day of the academic year, the College District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

**Medical Certification** An employee shall submit medical certification and/or documentation of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The College District requires medical certification due to a questionable pattern of absences or when deemed necessary by the executive director of human resources and talent development or designee; or
3. The employee requests FMLA leave for the employee's serious health condition; for a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

**Sick Leave** Each full-time employee shall earn eight hours of paid sick leave per month. Each eligible part-time employee shall earn sick leave on a prorated basis.

Part-time employees will accrue sick leave as follows:

- 1-19 regular weekly scheduled hours – 0 hours accrual

- 20-30 regular weekly scheduled hours – 4 hours accrual/month
- 31-39 regular weekly scheduled hours – 6 hours accrual month

Sick leave shall accumulate to a maximum of 720 hours

Sick leave shall only be used for the following:

1. Illness of the employee.
2. Illness of a member of the employee's immediate family.
3. Family emergency.
4. Birth or placement of a child when taken within the first year after the child's birth, adoption, or foster placement.
5. Donation to a sick leave pool.
6. Religious holiday.

#### **Sick Leave Pool**

A sick leave pool member who has exhausted all paid leave and who suffers a catastrophic illness or injury or whose immediate family member suffers a catastrophic illness or injury may request sick leave pool hours.

The sick leave pool benefits shall cease when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The College President or designee shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. Eligibility requirements for obtaining sick leave days from the sick leave pool;
3. The maximum number of days an employee may donate to a sick leave pool; and
4. The maximum number of days an eligible employee may receive from a sick leave pool.

#### **Appeal**

An employee may appeal a decision regarding the establishment or implementation of the College District's sick leave pool in accordance with DGBA(LOCAL), beginning with the College President or appropriate administrator.

**Mental Health Leave  
for Peace Officers**

A College District peace officer who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The College President shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which a peace officer may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

**Quarantine Leave for  
Peace Officers and  
Emergency Medical  
Technicians**

A College District peace officer or an emergency medical technician on staff shall be granted quarantine leave when ordered by the local health authority and the person's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The College President shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

**Family and Medical  
Leave**

FMLA leave shall run concurrently with applicable paid leave or compensatory time, as applicable.

Twelve-Month  
Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Combined Leave for  
Spouses

When both spouses are employed by the College District, the College District shall limit FMLA leave for the birth, adoption, or place-

ment of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The College District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or  
Reduced Schedule  
Leave

The College District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of  
Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty  
Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

**Vacation Leave**

Each full-time, 12-month employee, as well as each full-time child development employee, shall earn paid vacation leave in accordance with years of service and administrative regulations. Hours will accrue as follows:

1. Eight hours per month for employees with less than five years of service.
2. Ten hours per month for employees with more than five years, but less than ten years of service.
3. 12 hours per month for employees with more than ten years of service, but less than 15 years of service.
4. 14 hours per month for employees with more than 15 years of service, but less than 20 years of service.
5. 16 hours per month for employees with more than 20 years of service.

Additional unused hours in excess of 96 hours will be forfeited at end of fiscal year

Request for  
Vacation Leave

The employee shall submit a request for use of vacation leave to the employee's immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny vacation leave, the supervisor or designee shall consider the effect of the employee's absence on the educational program or College District operations.

Personal Leave

Personal leave is deducted from the employee's accumulated sick leave.

Employees may use up to a maximum of four days of accrued sick leave during any fiscal year as personal leave to be used for funerals not covered by bereavement leave, religious observances or for sick leave for persons outside the immediate family.

Full-time faculty who do not accrue vacation leave may use 4 of the accrued sick leave days as personal leave days, per academic year (two per long semester), to conduct personal business.

**Development Leave**

A faculty member [see definition at DEC(LEGAL) Development Leaves of Absence] may be granted faculty development leave for study, research, writing, field observations, or other suitable purpose.

Eligibility

To qualify for development leave, a faculty member must serve at least three consecutive academic years performing full-time academic duty as an instructor or as an assistant, associate, or full professor, or an equivalent rank. The work need not include teaching.

Alternatively, the faculty member may qualify for development leave as an administrator if the faculty member has had significant administrative duties relating to the operation of the College District for more than four years.

Application

To be granted development leave for the subsequent academic year, a faculty member must apply to the College President by March 1 on a signed and dated form created by the administration. The application shall contain:

1. The requested effective date and duration of leave.
2. A description of the specific purpose for which the leave is requested.
3. An explanation as to how the leave is consistent with the mission and purpose of the College District and the benefit of the leave to the College District.
4. An assurance that the faculty member intends to return to the College District following the completion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave, if approved, and that, if the faculty member does not return, the employee shall repay the College District for any benefits paid to or on behalf of the employee during the leave period.
5. Any other information deemed appropriate by the College President.

|                           |   |
|---------------------------|---|
| Approval Procedure        | <p>A development leave committee shall be elected annually by the general faculty membership on a date determined by the College President to be no later than the application deadline. The committee shall be composed of ten members and shall elect a chair during the first meeting. The chair shall be responsible for scheduling and presiding over each meeting of the committee.</p> <p>After reviewing the applications for development leave, the committee chair shall forward the committee's recommendation to the College President. After review of the committee's recommendation, the College President shall make a recommendation as to which applications should be granted for consideration at a Board meeting to occur before the end of the spring semester. No more than six percent of the College District's faculty members may be on development leave at any one time.</p> <p>The College President shall inform the applicants of the final determination by the Board.</p> |
| Duration and Compensation | <p>Development leave shall be for one academic year at one-half of the faculty member's regular salary or for one-half academic year at full regular salary.</p>  |
| <i>Exception</i>          | <p>If the faculty member qualifies for development leave as an administrator, the Board may grant development leave at the faculty member's full, regular salary for one year.</p>  |
| Outside Employment        | <p>A faculty member granted development leave is prohibited from accepting employment with another employer without permission of the Board.</p>  |
| Return to Work            | <p>The faculty member must agree to return to the College District following the conclusion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave and if not, to repay the College District for any benefits paid to or on behalf of the faculty member during the leave period.</p>   |
| Report                    | <p>Upon returning from development leave, the faculty member must report to the Board in writing regarding whether the purpose of the leave was fulfilled with a description regarding the manner in which it was fulfilled or if it was not fulfilled, the reasons why the leave was not fulfilled.</p>  |
| <b>Bereavement Leave</b>  | <p>A full-time employee shall be granted up to three days of paid bereavement leave upon the death of a member of the employee's immediate family, including grandparents. Bereavement leave shall be noncumulative.</p>  |

**Workers'  
Compensation**

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**Note:** Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the College District's contribution to health insurance.

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An absence due to a work-related injury or illness shall be designated as FMLA leave.

**No Paid Leave  
Offset**

The College District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits.

**Court Appearances**

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the College District and shall not be deducted from the employee's pay or leave balance.

**Payment for  
Accumulated Leave  
Upon Separation**

The following leave provisions shall apply to vacation leave and sick leave accumulated beginning on the original effective date of this policy and procedures.

An employee who separates from employment with the College District shall be eligible for payment for accumulated vacation leave under the following conditions and in accordance with DMD(LOCAL):

1. The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning, or being discharged or nonrenewed.
2. Except for employees who are terminated or nonrenewed, the employee must provide advance written notice of intent to separate from employment.

Except for employees who are terminated or nonrenewed, an employee who separates from employment with the College District after providing timely notice of such separation, as provided in this policy, shall be eligible for payment of fifty percent of accumulated sick leave over 480 hours.

The employee shall receive payment for each hour of accumulated vacation leave and for fifty percent of accumulated sick leave over 480 hours at the employees' hourly rate. If the employee is reemployed with the College District, previously accumulated leave hours shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the academic year following the adoption of the rate change.

## MANUAL OF POLICY

|                               |  |             |
|-------------------------------|--|-------------|
| <b>Title</b>                  | <b>Faculty Renewal and Development Leave</b>     | <b>3820</b> |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>         |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995</b> |             |

Public 2 year colleges in Texas may grant leaves of absence for professional development with pay, as cited in Vernon's Texas Civil Statutes, Texas Education Code, Chapter 51, Section 51.105(a).

A faculty member on professional development leave may be revitalized professionally for a semester or a year while retaining all or partial income benefits. Faculty development leaves may be granted for study, research, writing, consultation, work in industry, or other appropriate purposes.

The faculty member on faculty development leave may be paid one-half of the faculty member's 9 month salary or full salary for one-half of the 9 month contract.

South Texas College affirms the following principles of faculty renewal and development:

1. Faculty members recognize their responsibility to maintain competence in their disciplines through continued professional development and performance.
2. Faculty members also recognize that excellence in teaching requires more than competence in their disciplines. They know that teaching excellence is enhanced when faculty members have opportunities to renew themselves emotionally and physically as well as academically.
3. Faculty members, therefore, are concerned with a wide range of activities which promote the values and sensitivities that support classroom instruction.
4. Faculty members and their institutions share an equal responsibility for faculty renewal and development. Faculty members must assume the initiative for their own development; institutions must provide the incentives and rewards.

Faculty renewal and development programs include faculty grants, tuition reimbursement stipends, developmental leaves, and sabbaticals. Such programs are considered a prudent investment in the integrity of instructional programs and demonstrate the continued commitment to the well being of faculty.

The College provides the following elements as necessary to ensure orderly and productive faculty renewal and development programs:

1. Adequate financial incentives for faculty renewal and development.
2. Financial support to faculty members for improving the quality of the instruction; for enhancing instructional strategies; for continuing to reevaluate and redesign curricula; and for special opportunities for research which promise benefits to students, teachers, and institutions.
3. A stated philosophy or rationale which clearly states eligibility requirements, defines guidelines for application, and ensures equitable treatment for all applicants.

**MANUAL OF POLICY**

|                               |   |                    |
|-------------------------------|---|--------------------|
| <b>Title</b>                  | <b>Educational Activities Leave</b>   | <b>4230</b>        |
| <b>Legal Authority</b>        | <b>83rd Texas Legislature<br/>Section 661.206 Government Code<br/>Approval of the Board of Trustees</b> | <b>Page 1 of 1</b> |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 26, 2013</b>   |                    |

In accordance with Section 661.206 of the Texas Government Code, employees may use up to eight hours of accrued sick leave each fiscal year to attend educational activities of the employee's child who is a student attending a grade from prekindergarten through 12th grade.

An educational activity is defined as a school-sponsored activity, including a parent-teacher conference, tutoring, a volunteer program, a field trip, a classroom program, a school committee meeting, an academic competition, and an athletic, music, or theater program. Parent means a person standing in parental relation.

Employee shall give reasonable advanced notice of intention to use the sick leave to attend an educational activity.

RETIRED

## MANUAL OF POLICY

|                               |  |                    |
|-------------------------------|--|--------------------|
| <b>Title</b>                  | <b>Vacation Leave Accrual</b>  | <b>4306</b>        |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>   | <b>Page 1 of 2</b> |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated April 11, 1996<br/>As Amended by Board Minute Order dated October 26, 2021</b> |                    |

### I. Purpose

The purpose of this policy is to provide provisions for the vacation leave accrual for eligible employees.

### II. Policy

With the exception of faculty members who have appointments of less than 12 months, full-time regular employees accrue vacation leave hours based on length of continuous employment as follows below.

| <b>Length of Employment</b>        | <b>Work Days/Hours<br/>Accrued per Month</b> | <b>Work Days/Hours<br/>Accrued per Year</b> |
|------------------------------------|--|---|
| Less than 5 years                  | 1.00 Day/8 Hrs                               | 12 Days/96 Hrs                              |
| At least 5 years but less than 10  | 1.25 Days/10 Hrs                             | 15 Days/120 Hrs                             |
| At least 10 years but less than 15 | 1.50 Days/12 Hrs                             | 18 Days/144 Hrs                             |
| At least 15 years but less than 20 | 1.75 Days/14 Hrs                             | 21 Days/168 Hrs                             |
| At least 20 years or more          | 2.00 Days/16 Hrs                             | 24 Days/192 Hrs                             |

Employment of less than one month will accrue on a pro-rated basis. Part-time employees with regular weekly schedules of 20 hours or more accrue vacation on a prorated basis. An employee is eligible to take vacation on or after the first day of the month following the first full month of employment. Carryover of vacation leave earned in a fiscal year (September 1 through August 31) to the following fiscal year may not exceed 12 days or 96 hours. Any excess of vacation leave is forfeited on August 31<sup>st</sup>.

All vacation leave requests must be approved by the immediate supervisor and the leave will be granted according to the staffing needs and availability.

Leave time for holidays, spring break and semester break are not charged against vacation time.

An employee terminating employment will be expected to utilize accrued vacation prior to the last day of employment. A lump sum payment may be paid for unused accrued vacation with the approval of the supervising Administrator, Vice President/Executive Director, and President.

Procedures are maintained by the Office of Human Resources.

### III. Definitions

N/A





## MANUAL OF POLICY

|                               |   |             |
|-------------------------------|---|-------------|
| <b>Title</b>                  | <b>Sick Leave Deduction for Faculty</b>   | <b>4309</b> |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>  |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated October 10, 1996<br/>As Amended by Minute Order Dated June 11, 1998</b> |             |

Faculty members have schedules that vary from day to day and may include evening and weekend courses, so there is need for a consistent standard which may be applied for all faculty. Faculty members are required to use sick leave even though no classes are missed, if the absence due to illness occurs during the normal college workday. Sick leave must be taken in units of not less than one-half day (4 hours). Faculty must report all days ill, not just days on which classes are missed.

Therefore, the following standards will be applied in computing sick leave deduction for faculty members:

1. Faculty will have sick leave deducted in 4 hour increments;
2. Faculty missing 4 hours or less will be required to submit documentation for a 4 hour absence; and
3. Faculty missing more than 4 hours will be required to submit documentation for an 8 hour absence.

Faculty members are expected to contact the immediate supervisor when absent due to illness. It is the responsibility of the faculty member requesting absence from work due to sickness to provide lesson plans and to take any necessary steps so that students do not miss an instructional day.

Division Deans may request medical verification from a licensed U.S. doctor.

Exceptions to this 4 hour incremental policy may be made with appropriate documentation and approval by both the Division Dean and the Vice President for Academic Affairs.

Adjunct faculty members (part-time) are not eligible for sick leave benefits.

**MANUAL OF POLICY**

|                               |   |             |
|-------------------------------|---|-------------|
| <b>Title</b>                  | <b>Sick Leave Pool</b>  | <b>4310</b> |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>  |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated December 16, 1999<br/>As Amended by Board Minute Order dated January 18, 2001</b> |             |

This policy establishes a sick leave pool to provide additional sick leave for regular full-time employees who have exhausted all paid leave entitlement and suffered a loss of compensation because of a catastrophic illness or injury of the employee or the employee's immediate family. Participation in the pool is available for regular full time employees who have completed a one year waiting period from the initial date of hire and meet the eligibility requirements set by the procedures governing the pool. This is a benefit and not an entitlement.

An employee's sick leave from the sick leave pool, which is taken because of a catastrophic illness or an injury to the employee or the employee's immediate family, will run concurrently with leave under the Family and Medical Leave Act. The employee must have already donated the minimum number of sick leave hours required to join the pool.

The Director of Human Resources will administer the sick leave pool according to Chapter 661, Subchapter A, Texas Education Code.

## MANUAL OF POLICY

|                               |   |                    |
|-------------------------------|---|--------------------|
| <b>Title</b>                  | <b>Personal Leave</b>   | <b>4311</b>        |
| <b>Legal Authority</b>        | <b>Approval by the Board of Trustees</b>  | <b>Page 1 of 1</b> |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995<br/>As Amended by Minute Order dated June 13, 1996<br/>As Amended by Minute Order dated September 15, 2003<br/>As Amended by Board Minute Order dated June 26, 2014<br/>As Amended by Board Minute Order dated July 29, 2014</b> |                    |

Employees may use up to a maximum of 3 days of accrued sick leave during any fiscal year as personal leave to be used for funerals not covered by bereavement leave, religious observances or for sick leave for persons outside the immediate family. Full-time faculty who do not accrue vacation leave may use two of such personal leave days to conduct essential personal business which cannot be accomplished at times outside the instructional schedule.

Personal leave is deducted from the employee's accumulated sick leave.

All personal leave must be approved by the employee's supervisor and the supervising Dean in advance, and the proper forms forwarded to the Office of Human Resources.

## MANUAL OF POLICY

|                               |  |             |
|-------------------------------|--|-------------|
| <b>Title</b>                  | <b>Funeral Leave</b>                             | <b>4312</b> |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>         |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995</b> |             |

An employee shall be granted bereavement leave because of a death in the employee's family and may take a maximum of 3 days which are to be taken from sick leave, vacation leave or leave without pay. Under this provision, an employee's family is defined as the employee's spouse, employee's and spouse's parents, children, brothers, sisters, grandparents, and grandchildren.

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|                               |   |                    |
|-------------------------------|---|--------------------|
| <b>Title</b>                  | <b>Family and Medical Leave</b>   | <b>4313</b>        |
| <b>Legal Authority</b>        | <b>73rd Texas Legislature, Federal Family And Medical Leave Act of 1993, National Defense Authorization Act for FY 2008 Approval of the Board of Trustees</b>   | <b>Page 1 of 8</b> |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995<br/>As Amended by Board Minute Order dated September 18, 2008<br/>As Amended by Board Minute Order dated November 26, 2013<br/>As Amended by Board Minute Order dated January 27, 2015</b> |                    |

The college complies with the Family and Medical Leave Act of 1993. 29 CFR § 825. The Family and Medical Leave Act (FMLA) covers only certain employers; affects only those employees eligible for the protections of the law; involves entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; sets requirements for notice and certification of the need for FMLA leave; and protects employees who request or take FMLA leave.

**Eligibility For Leave.** To be eligible for FMLA leave, an employee **must work for a covered employer and:**

1. have worked for that employer for at least 12 months; and
2. have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave; and,
3. work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

The 1,250 hours refers to hours actually worked and does not include any paid time off.

**Entitlement To Leave.** Eligible College employees are entitled, to job-protected leave under the Family and Medical Leave Act (FMLA) for a total of 12 weeks of leave during a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave, except in the case of leave to care for a covered servicemember with a serious injury or illness, for one or more of the following:

1. for incapacity due to pregnancy, prenatal medical care, or child birth;
2. to care for the employee's child after birth, or the placement for adoption or foster care;
3. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
4. because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
5. Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing

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medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or 2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

**Expiration of Entitlement.** The entitlement to leave for a birth or placement of a son or daughter shall expire at the end of the 12-month period beginning on the date of such birth or placement.

**Intermittent Leave or Reduced Leave Schedule.** Leave taken after the birth, or for the adoption, or foster care of son or daughter shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and College agree otherwise. Subject to certification requirements under the FMLA, leave taken for purposes of a serious health condition or a serious injury or illness of a covered service member may be taken by an employee intermittently or on a reduced leave schedule when medically necessary. Subject to certification requirements under the FMLA, leave taken for purposes of a qualifying exigency may be taken by an employee intermittently or on a reduced leave schedule. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. Only the amount of leave actually taken while on intermittent/reduced schedule leave may be charged as FMLA leave. Employees may not be required to take more FMLA leave than necessary to address the circumstances that cause the need for leave. (CFR Section 203)

### **Substitution of Paid Leave.**

(1) **In General.** The College requires the employee, to substitute applicable accrued paid leave of the employee for leave taken with respect to the birth, adoption, or foster care of a child or for a qualifying exigency for any part of the 12-week period.

(2) **Serious Health Condition.** The College requires the employee, to substitute applicable accrued paid leave of the employee for leave taken with respect to a serious health condition or taking care of a qualifying relative with a serious health condition for any part of the 12-week period of such leave, except that the College is not required to provide paid leave in any situation in which such employer would not normally provide any such paid leave.

(3) **Service Member Family Leave** The College requires the employee, to substitute any of the accrued paid leave of the employee for leave taken for a serious injury or illness of a covered service member for any part of the 26-week period, except that the College shall not be required to provide paid leave in any situation in which the College would not

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normally provide any such paid leave.

**Unpaid Leave.** If an employee exceeds available paid leave for fewer than 12 workweeks or 26 workweeks in the case of service member family leave, the additional weeks of leave necessary, up to 12 workweeks or 26 workweeks, as appropriate, of the leave will be taken as leave without compensation.

### **Maintenance of Health Benefits/Job Restoration after Leave.**

An employee's application shall specify the period and purpose of the leave requested. The application must include the required medical certification from the health care provider of the eligible employee, child, spouse or parent as appropriate.

All requests for Family and Medical Leave will be forwarded to the Office of Human Resources and will be retained in the Employee Benefits Record file.

**Requirement of Notice.** Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures. In any case in which the necessity for leave for the employee's serious health condition or to care for a qualifying relative with a serious health condition or for service member family leave is foreseeable based on planned medical treatment, the employee--

(A) shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the College, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and

(B) shall provide the College with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take such leave, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

(2) **Notice For Leave Due To Qualifying Exigency.** In any case in which the necessity for leave for a qualifying exigency is foreseeable, whether because the spouse, or a son, daughter, or parent, of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practicable.

### **Spouses Employed By The College.**

(1) In General Spouses employed by the same employer may be limited to a **combined** total of 12 workweeks of family leave for the following reasons:

The birth and care of a child, for the placement of a child for adoption or foster care and to care for the newly placed child and to care for an employee's parent with a serious health condition.

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(2) Servicemember Family Leave. The aggregate number of workweeks of leave to which both that husband and wife may be entitled to care for a covered service member with a serious injury or illness may be limited to 26 workweeks during the single 12-month period prescribed by the FMLA if the leave is Servicemember Family Leave or a combination of Servicemember Family Leave and other leave provided under the FMLA. However, when leave is combined, leave other than Servicemember Family Leave shall be limited to not more than 12 weeks.

### **Certification Requirements.**

(1) The College may require that a request for leave for a serious health condition or to care for the employee's immediate family member be supported by a certification issued by a health care provider. The employee shall provide a copy of such certification to the College in a timely manner. The College will allow at least 15 calendar days (additional time may be required in some circumstances).

(2) Qualifying Exigency Leave. The College may require that a request for leave because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation be supported by a certification issued. The same timing requirements for certification apply to all requests for FMLA leave, including those for military family leave. Thus, an employee must provide any requested certification to the college within the time frame requested (which must allow at least 15 calendar days after the employer's request).

(3) Failure To Return From Leave. The College may recover the premium that the employer paid for maintaining coverage for the employee under the College's group health plan during any period of unpaid leave under this policy if:

- (A) the employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
- (B) the employee fails to return to work for a reason other than--
  - (i) the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave or Servicemember Family Leave; or
  - (ii) other circumstances beyond the control of the employee.

In addition to certification required for failure to return to work from other FMLA leave, the College may require that a claim that an employee is unable to return to work because of the continuation, recurrence, or onset of the serious injury or illness of a covered servicemember be supported by) a certification issued by the health care provider of the servicemember being cared for by the employee, in the case of an employee unable to return to work.

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions

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with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Definitions.**

**“Active Duty”** means:

1. in the case of a member of the Regular Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and,
2. in the case of a member of the Reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation under a provision of law referred to in section 101(a)(13)(B) of Title 10, United States Code. See also § 825.126(a).

**“Contingency Operation”** means a military operation that:

1. is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or
2. results in the call or order to, or retention on, active duty of members of the uniformed services under section 688, 12301(a), 12302, 12304, 12305, or 12406 of Title 10 of the United States Code, chapter 15 of Title 10 of the United States Code, or any other provision of law during a war or during a national emergency declared by the President or Congress. See also § 825.126(a)(2).

**“Covered Service Member”** means:

1. a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

**“Next of Kin”**, means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall

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be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. See also § 825.127(d)(3).

**“Outpatient Status”** with respect to a covered service member, means the status of a member of the Armed Forces assigned to—

(A) a military medical treatment facility as an outpatient; or

(B) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

**“Parent”** means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

**“Qualifying Exigency”** is one of the two new military family leave provisions. It may be taken for any qualifying exigency arising out of the fact that a covered military member is on active duty or call to active duty status. The Department's new regulations include a broad list of activities that are considered qualifying exigencies and will permit eligible employees who are family members of a covered military member to take FMLA leave to address the most common issues that arise when a covered military member is deployed, such as attending military-sponsored functions, making appropriate financial and legal arrangements, and arranging for alternative childcare.

**“Serious Health Condition”** means an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with inpatient care (i.e., and overnight stay) in a hospital, hospice, or residential medical care facility; or
- any period of incapacity requiring absence of more than three consecutive days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervisor of) a health care provider.
- any period of incapacity due to pregnancy, or for prenatal care; or
- any period of incapacity (or treatment therefor) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
- a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or,
- any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

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**“Serious Injury or Illness”**, In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating; and

In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

1. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; or
2. A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50% or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
3. A physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of disability or disabilities related to military service, or would do so absent treatment; or
4. An injury, including psychological injury, which is the basis on which the covered veteran has been enrolled in the Department of Veterans’ Affairs Program of Comprehensive Assistance for Family Caregivers. See also § 825.127(c).

**“Son or Daughter”** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is a “biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is

- (A) under 18 years of age; or
- (B) 18 years of age or older and incapable of self-care because of a mental or physical disability.” §See 29 C.F.R. § 825.122 (d).

The FMLA does not require that a biological or legal relationship exist between the employee and the child. See 29 C.F.R. § 825.122 (d) (3).

The FMLA definition of “son or daughter” therefore includes a child of a person standing in loco parentis—those with day-to-day responsibilities to care for or financially support a child.

A child under 18 years of age is a “son or daughter” under the FMLA without regard to

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whether or not the child has a disability. An eligible employee requesting FMLA leave to care for a son or daughter under 18 years of age must only show a need to care for the child due to a serious health condition.

However, in order to meet the FMLA's definition of a "son or daughter," an adult child (i.e., one who is 18 years of age or older) must have a mental or physical disability and be incapable of self-care because of that disability. The FMLA regulations adopt the ADA's definition of "disability" as a physical or mental impairment that substantially limits a major life activity (as interpreted by the EEOC) to define "physical or mental disability." 29 C.F.R. § 825.122(d) (2). The FMLA regulations define "incapable of self-care because of mental or physical disability" as when an adult son or daughter "requires active assistance or supervision to provide daily self-care in three or more of the 'activities of daily living' (ADLs) or 'instrumental activities of daily living' (IADLs)."

§825.122(d) (1). A parent will be entitled to take FMLA leave to care for a son or daughter 18 years of age or older, if the adult son or daughter is "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

**"Spouse"** means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including "common law" marriage and same-sex marriage.

**Documenting relationships.** For purposes of confirmation of family relationship, the College may require the employee giving notice of the need for leave to provide reasonable documentation or statement of family relationship. This documentation may take the form of a simple statement from the employee, or a child's birth certificate, a court document, etc. The College is entitled to examine documentation such as a birth certificate, etc., but the employee is entitled to the return of the official document submitted for this purpose.

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| <b>Title</b>                  | <b>Jury and Witness Duty</b>                     | <b>4314</b> |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>         |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995</b> |             |

Any employee holding a staffing plan position called to serve on a jury or as a witness in any legal proceeding is eligible to use jury and witness duty leave. The employee must submit a leave of absence request with a copy of jury notification to the immediate supervisor.

Employees subpoenaed as a witness in a legal proceeding except in one involving the employee versus the College may be eligible for witness leave with pay based on a case-by-case evaluation.

Employees have the option of retaining jury duty pay if they do not claim their regular STC pay.

Reimbursement for jury duty expenses is not considered jury duty pay.

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|                               |   |                    |
|-------------------------------|---|--------------------|
| <b>Title</b>                  | <b>Leave Without Pay</b>                          | <b>4316</b>        |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>          | <b>Page 1 of 2</b> |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated December 15, 2020</b> |                    |

### **I. Purpose**

A leave without pay for up to 120 consecutive business days during a consecutive twelve (12) month period, except as otherwise provided, may be approved by the President for good cause and when in the best interest of the College and in accordance with this policy.

### **II. Policy**

Leave without pay may be granted for up to 120 consecutive business days during a consecutive twelve (12) month period to full-time regular employees for medical or other personal reasons subject to the following provisions:

1. Except for disciplinary suspension, parental leave, family and medical leave, workers' compensation and military situations, all accumulated paid leave entitlement must be exhausted before granting leave without pay, with the additional provision that sick leave must be exhausted only in those cases where the employee is eligible to take sick leave under sick leave provisions.
2. Except in cases of an employee returning to employment from military leave without pay, any full calendar month in which an employee is on leave without pay will not be counted in the calculation of total service for vacation pay.
3. Employees will not accrue vacation or sick leave during the period of leave without pay.
4. Employees will continue to earn credit for years of service while on leave without pay. Faculty will not earn service credit for faculty classification process.

During a leave without pay, the College will continue to pay the employer portion of the employee's health insurance and the employee will be responsible for paying their premiums to the Employees Retirement System of Texas accordingly.

#### **Request of Leave Without Pay Process**

Leave without pay shall be requested by completing the Leave Without Pay Form at least 60 days prior to commencement of the leave or as soon as practicable prior to the commencement of the leave in the event of an unforeseeable absence. The form must be submitted to the immediate supervisor and must include the following:

1. In the case of a personal reason for the requested leave without pay, the employee shall submit appropriate documentation to substantiate the request. In the case of a medical

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reason, an appropriate and sufficient medical certification must be submitted directly to the Office of Human Resources.

- 2. The commencing and ending dates of the requested leave.

The immediate supervisor shall evaluate the request based on the following criteria:

- 1. The ability of the department to function efficiently and effectively during the employee's leave, including the nature of the employee's position;
2. The provisions required to accomplish the employee's work, including the practicality of reassigning duties for the time period;
3. Whether the request is for a qualifying personal reason; and
4. The employee's acknowledgment of intent to return to work.

The employee's immediate supervisor shall evaluate the leave without pay request in consultation with the Office of Human Resources and recommend whether the request shall be granted or denied based on the criteria and shall state the reasons of the decision. In the case of a request for leave for a medical reason, the Office of Human Resources shall evaluate the request to determine if it is for a qualifying medical reason. The immediate supervisor will submit a recommendation to grant or deny a request for leave without pay to the immediate supervisor's chain of command, including the Director/Dean, appropriate Vice President, and the Office of Human Resources. The appropriate Vice President shall submit the recommendation to the President who shall approve, deny, or modify the requested leave without pay.

The approved or denied Leave Without Pay Request Form will be submitted to the Office of Human Resources for processing. The Office of Human Resources shall, promptly, deliver a copy of the approval or denial of leave without pay to the employee requesting the leave without pay and to the employee's immediate supervisor.

Procedures

The Director of Human Resources or Designee shall administer and monitor leave without pay policy compliance and procedures.

III. History

Table with 2 columns: Description and Date. Row 1: Origination Date Approved by Board, November 9, 1995. Row 2: Dates Reviewed and Approved by Board, December 15, 2020.

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|                               |   |                    |
|-------------------------------|---|--------------------|
| <b>Title</b>                  | <b>Accommodations for Religious Observance</b>  | <b>4318</b>        |
| <b>Legal Authority</b>        | <b>Approval by the Board of Trustees</b>  | <b>Page 1 of 1</b> |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995<br/>As Amended by Board Minute Order dated July 29, 2014</b> |                    |

South Texas College respects the diversity of religious observances and seeks to reasonably accommodate such practices and requirements.

Wherever possible, the College will make reasonable accommodations to allow employees to practice their religious observances when such requests are made in time for rescheduling hours worked, and the College and the employee agree on the conditions by which work time will be rescheduled. Employees shall submit a written request for a modified work schedule, approved by the immediate supervisor and Financial Manager, to the Office of Human Resources.

RETIRED

## MANUAL OF POLICY

|                               |   |             |
|-------------------------------|---|-------------|
| <b>Title</b>                  | <b>Unauthorized Absence</b>   | <b>4511</b> |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>  |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995<br/>As Amended by Minute Order dated November 25, 1996</b> |             |

In the case of an unauthorized absence being an unexcused absence or an absence where the employee has not notified the supervisor in accordance with established procedures, the employee's pay will be docked for the amount of time absent. Disciplinary action may be initiated when necessary. An unauthorized absence of greater than 2 days may be treated as a voluntary resignation from employment with the College.



## MANUAL OF POLICY

|                               |   |                    |
|-------------------------------|---|--------------------|
| <b>Title</b>                  | <b>Military Leave</b>   | <b>4317</b>        |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>  | <b>Page 1 of 2</b> |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995<br/>As Amended by Board Minute Order dated July 28, 2005<br/>As Amended by Board Minute Order dated October 27, 2015</b> |                    |

The College complies with State and Federal Laws regarding the rights to Military Leave. These State and Federal laws include the Texas Government Code 437.202 as amended by 84<sup>th</sup> Legislature, HB 445, and The Uniformed Services Employment and Reemployment Rights Act 1994 (USERRA). Military Leave provides employment protection, income protection, and a means for employees to secure time off when called to uniformed U.S. military service. The College will comply with The Uniformed Services Employment and Reemployment Rights Act (USERRA), which covers all categories of military training and service, including duty performed on a voluntary or involuntary basis, in time of peace or war. It applies to the National Guard and reserve military personnel and also applies to persons serving in the active components of the Armed Forces as provided by state and federal law.

### **State Leave for Member of Military or Rescue Team**

#### **Short Term Military Leave**

A person who is an officer or employee of the state, a municipality, a county, or another political subdivision of the state, including a college district, and who is a member of the state military forces, a reserve component of the armed forces, or a member of a state or federally authorized urban search and rescue team is entitled to a paid leave of absence from the person's duties on a day on which the person is engaged in authorized training or duty ordered or authorized by proper authority for not more than 15 workdays in a fiscal year. During a leave of absence, the person may not be subjected to loss of time, efficiency rating, personal time, sick leave, or vacation time.

- (1) The College shall provide written notice, to the employee, of the number of workdays of paid leave to which the employee is entitled each fiscal year.
- (2) The College shall carry forward from one fiscal year to the next the net balance of unused accumulated leave under the Short Term Military Leave available not to exceed 45 workdays.
- (3) The employee who is such a member of the armed forces, or a member of a state or federally authorized urban search and rescue team and who has been ordered to duty by proper authority is entitled, when relieved from duty, to be restored to the position that the employee held when ordered to duty.

The College shall maintain complete and accurate records of the granted and accumulated leave in the employee's personnel file to include the net balance of unused accumulated military leave and the net balance of unused accumulated leave that the individual is entitled to carry forward to the next fiscal year.

**Employee Request for Short Term Military Leave**

A prior written notification, provided at minimum five business days prior to leave begin date, accompanied by copy of the official military orders must be submitted to the employee's supervisor, appropriate Vice President, and to the Office of Human Resources. Failure to provide the required notice on a timely basis may be grounds for disciplinary action, but shall not be grounds for refusal of the leave.

**Unpaid Extended Military Leave**

An employee who is drafted or otherwise called to active duty, or who leaves for extended active duty in the military services of the United States during a war or national emergency, shall be granted a military leave without pay for the duration of such war or national emergency after notifying the employee's supervisor, appropriate Vice President, Office of Human Resources, and the President. Written notification of request for extended military leave shall be provided at minimum five business days prior to leave begin date. A copy of military orders should be submitted as supporting documentation to the military leave request. Notification of intent to return to the College must be made in accordance with guidelines established in the Uniformed Services Employment and Reemployment Rights Act (USERRA). Such leaves of absence shall not be considered a break in service; however, the employee shall not accrue leave during this period and will be responsible for payment of group health benefit premiums.

## MANUAL OF POLICY

|                               |  |             |
|-------------------------------|--|-------------|
| <b>Title</b>                  | <b>Professional Leave</b>                        | <b>4319</b> |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>         |             |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated November 9, 1995</b> |             |

Professional leave may be granted for official, short-term absences for professional meetings, conferences, workshops, or seminars; service as an officer or delegate of a professional organization; presentation of speeches or papers; and participation in research, performances, or panels.

Travel expenses associated with professional leave may or may not be paid by the College, depending on the nature of the proposed activity and the availability of funds budgeted for such purposes.

MANUAL OF POLICY

|                               |  |                    |
|-------------------------------|--|--------------------|
| <b>Title</b>                  | <b>Donation of Sick Leave</b>                    | <b>4322</b>        |
| <b>Legal Authority</b>        | <b>Approval of the Board of Trustees</b>         | <b>Page 1 of 1</b> |
| <b>Date Approved by Board</b> | <b>Board Minute Order dated October 27, 2015</b> |                    |

The College complies with House Bill 1771, 84<sup>th</sup> Legislature, effective September 1, 2015. The employees may voluntarily donate sick leave hours to another employee. A sick leave donation made specifically to benefit another employee should not be confused with an employee's donation of accrued sick leave hours to the sick leave pool.

The sick leave donation policy is intended to benefit those employees who have exhausted all accrued sick leave entitlement including any amounts from the College's sick leave pool. The additional donation granted by one employee to another allows the employee on sick leave to remain on paid leave status during a recovery from an illness or injury. Employees may also use donated sick leave in order to care for eligible immediate family members.

The employee may not provide or receive remuneration or a gift in exchange for sick leave donation.

Donated sick leave will be used in accordance with Policy 4308 Sick Leave, with the exception that donated sick leave hours cannot be used for Employee Retirement System of Texas credit.

The President or designee has the authority and responsibility, with the appropriate participation of the faculty and staff, to develop and administer guidelines and procedures for the donation of sick leave, which is maintained by the Office of Human Resources.