SOUTH TEXAS COLLEGE
BOARD OF TRUSTEES REGULAR MEETING
Tuesday, January 27, 2015 @ 5:30 p.m.
Ann Richards Administration Building Board Room
Pecan Campus, McAllen, Texas 78501

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. At this meeting, the Board of Trustees may deliberate on and take any action deemed appropriate by the Board of Trustees on the following subjects:"

I. Call Meeting to Order

II. Determination of Quorum

III. Invocation

IV. Public Comments

V. Presentations.....1 - 10

A. Recognition of Trustees for Their Service and Contributions to STC

B. Presentation on Delinquent Tax Reports on Collection and Collection Efforts by Linebarger Goggan Blair & Sampson, LLP

VI. Consideration and Action on Consent Agenda

A. Approval of Minutes .....11 - 32

1. December 16, 2014 Regular Board Meeting

B. Approval and Authorization to Accept Grant Award(s) .....33 - 35

1. The "VIDA College Prep Academy" Grant from Valley Initiative for Development and Advancement
2. The "Texas Regional STEM Degree Accelerator Initiative" Grant from Educate Texas
3. The " Adopt an Elementary" Grant from the BBVA Compass Foundation
4. The "Texas Adult Completion and Skills Initiative" Grant from Texas Workforce Commission
5. Additional Grant(s) Received/Pending Official Award

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   1) Audio Visual Equipment and Parts (Award)
   2) Nursing and Allied Health Equipment and Supplies (Award)
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   4) Security Appliance Hardware and Services (Purchase)
   5) Servers (Purchase)
   6) Collaboration Software Agreement (Renewal)
   7) Training Services for Dental Assisting and Dialysis Technician (Renewal)

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A. Next Meetings:

- **<u>Thursday, February 5, 2015</u>**
  - ➢ 4:30 p.m. – Facilities Committee Meeting
  - ➢ 5:30 p.m. – Finance and Human Resources Committee Meeting

✶ *Education and Workforce Development Committee Meeting is cancelled*

- **<u>Tuesday, February 24th, 2015</u>**
  - ➢ 5:30 p.m. – Regular Meeting of the Board of Trustees

B. Other Announcements:

- South Texas College Board Appreciation Breakfast at the Cooper Center for Performing Arts, Pecan Campus, on Friday, January 30, 2015 at 8:00 a.m.
- Community College Day at the Capital will be held on Tuesday, February 3, 2015 in Austin, TX.
- RGV Legislative Day at the Capitol, Tuesday, February 10, 2015 in Austin, TX.
- The Association of Community College Trustees National Legislative Summit will be held in Washington D.C. from February 9, 2015 through February 12, 2015.
- The College will be closed for regular business to hold its College-Wide Professional and Organizational Development Day on Friday, February 13, 2015.

Presentations

Recognition of Trustees for Their Service and Contributions to STC

Dr. Reed will present an expression of appreciation to the Board of Trustees on the behalf of faculty, staff, students, and constituents for their continued contributions to making STC a premier community college.

Presentation on Delinquent Tax Reports on Collection and Collection Efforts by Linebarger Goggan Blair & Sampson, LLP

A representative from Linebarger Goggan Blair & Sampson, LLP, will provide the Board with the Delinquent Tax Report on Collection and Collection Efforts for Hidalgo and Starr Counties.

September 1, 2013 through November 30, 2014
Delinquent Tax Report

Linebarger Goggan Blair & Sampson, LLP

205 S. Pin Oak Ave., Edinburg, Texas 78539 Phone: 956-383-4500 Fax: 956-383-7820

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OF
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January 27, 2015

Dr. Shirley A. Reed, President
Roy de León, Chair
Dr. Alejo Salinas, Jr., Vice Chair
Paul R. Rodriguez, Secretary
Rose Benavidez, Member
Graciela Farias, Member
Gary Gurwitz, Member
Jesse Villarreal, Member
South Texas College
3201 West Pecan Boulevard
McAllen, Texas 78501

RE: Delinquent Tax Collection Report from September 1, 2013 through November 30, 2014

Dear Dr. Reed:

Our firm is pleased to submit a summary of our collection efforts on behalf of **South Texas College**. We present this summary in an effort to keep you and the **Board of Trustees** informed as to our efforts and activities.

Enclosed, you will find summaries of the different collection efforts made by our office. Understanding the need of each County is unique, we have developed a team approach that individualizes the collection efforts in each area. The **Hidalgo County** team is led by Mrs. Lucy Canales and the **Starr County** team is led by Mr. Gustavo Martinez. Each attorney brings many years of experience to this endeavor and coordinates a team effort in which will result in better collections for **South Texas College**.

Very Truly Yours,

Lucy G. Canales

Lucy G. Canales
Capital Partner

Very Truly Yours,

Gustavo Martinez

Gustavo Martinez
Attorney

LINEBARGER GOGGAN BLAIR & SAMPSON APPROACH

- *Demand Mailings*
- *Litigation Statistics*
- *Taxpayer Contact*
- *Personal Visits*
- *Constable's Sales*

The delinquent tax collection program for the South Texas College continues to emphasize two basic premises: work with individual taxpayers to collect taxes owed to South Texas College and use tool of litigation as a final option.

DEMAND MAILINGS

Our extensive mailing program is designed to advise people who have not paid their South Texas College taxes of their delinquency. During the course of this quarter, we sent delinquent notices, with varying degrees of intensity to the delinquent taxpayer. The intensity of the notice varies on factors, such as, time of year, type of property and the particular needs of the jurisdiction.

Hidalgo County: Nine (9) Mailings Completed for the Hidalgo County area with a total of 219,988 statements that were mailed out.

Starr County: Five (5) Mailings Completed for the Starr County area with a total of 75,654 statements that were mailed out.

LITIGATION SUMMARY

Filing a lawsuit to collect delinquent taxes is used as a final resort; after diligent efforts to contact and work with taxpayers are fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the taxable property is further identified and all interested parties including all lien holders, are identified and served with notice of the lawsuit.

- *Over 22,283 Incoming/Outgoing Calls*
- *Over 1,189 Payment Agreements Initiated*
- *Over 5,376 Personal Visits*
- *Over 3,334 Pay Off Requests*

Hidalgo County

Litigation Activity	Cases	Base, Penalty and Interest
• Lawsuits Filed	1,272	$729,848
• Interventions	532	$359,537
• Lawsuits Disposed	831	$462,190
• Judgments Taken	1,254	$949,927
• Tax Warrants	76	$28,626
• Pending Litigation as of 1/15/15	3,833	$2,563,965

- *Over 2,065 Incoming/Outgoing Calls*
- *Over 174 Personal Visits*
- *Over 671 Taxpayer Walk-Ins*

Starr County

Litigation Activity	Cases	Base, Penalty and Interest
• Lawsuits Filed	104	$79,133
• Judgments Taken	85	$89,461
• Pending Litigation as of 1/15/15	452	$659,761

Tax Sale Activity

Hidalgo County

Our Office regularly monitors all judgments we take on behalf of South Texas College. During this reporting period, seven (7) tax sales were conducted in Hidalgo County placing three hundred ninety nine (399) properties for sale.

Starr County

During this reporting period, one (1) tax sale was conducted in Starr County placing fifty nine (59) properties for sale.

Tax Resale Program

Our resale program for struck-off properties to the taxing entities is part of our successful collection program conducted on behalf of the South Texas College. At our expense, the firm markets these struck-off properties through newspaper advertising, our firm's website, (www.lgbs.com), and a mailing list maintained by our office. After its marketing initiative, the firm conducts a resale of these properties struck-off throughout the year.

Tax Resale Program

- ***Collected over $30,109 in base and P&I taxes on 36 properties in Hidalgo County.***

During this reporting period, two (2) tax re-sales were conducted in Hidalgo County placing thirty six (36) properties for sale.

BANKRUPTCY CLAIMS FILED

South Texas College is represented in all bankruptcies involving a delinquent taxpayer in your jurisdiction. Representation includes filing claims, monitoring the bankruptcy process, attending hearings, engaging in active litigation and doing everything to protect and maximize the South Texas College interest. Our program identifies accounts dismissed and discharged from bankruptcy that are now ready for collections or law suit.

All Bankruptcy Filings		
Ch. 7	90	$108,874
CH. 11	66	$210,076
Ch. 12	3	$1,554
Ch. 13	1,011	$220,291
Total	1,170	$540,795

Chapter Seven: Complete liquidation of a debtor's non-exempt assets.
Chapter Eleven: This allows a Corporation to devise a plan to reorganize its debts and obligations to allow extended repayment of its creditors.
Chapter Twelve: Same as Chapter 13 but specifically designed for agricultural businesses.
Chapter Thirteen: Entitled "Adjustment of Debts of an Individual with Regular Income," permits a person to retain that amount of earned income necessary for living expenses while paying the court the remainder to be distributed among the individual's creditors to pay off debts on an installment basis.

COLLECTION HIGHLIGHTS

Hidalgo County Collections

Fiscal Year Comparison

Source: Hidalgo Co. Tax Office

First Quarter Comparison

Source: Hidalgo Co. Tax Office

Starr County Collections

Fiscal Year Comparison

Source: Starr Co. Tax Office

First Quarter Comparison

Source: Starr Co. Tax Office

FUTURE OVERVIEW

Review of Pending Judgments and the Filing of Additional Lawsuits

- During the next quarter we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.
- We will place high priority on top delinquent accounts for collections that are in litigation.
- We will continue filing lawsuits every month on delinquent accounts owing 3 or more years.

Continued Monitoring of Bankruptcy Accounts

- As a continuation of our standard operating practice, we will actively monitor and verify accounts in bankruptcy for the payment of taxes, penalties, and interest owed to South Texas College.
- We will continue to represent the District in court on all bankruptcy matters.

Mailing Program

Scheduled mailings on behalf of the South Texas College for the following months:

January 2015 (Completed)
February 2015
March 2015

Scheduling of Property Sales
As properties are taken to judgment, they will be reviewed and checked for payment. Those judgments with no taxpayer response will be further reviewed and scheduled for possible tax sale. Our next tax sale and resale is scheduled for February 3, 2015.

Property Visits
On site visits are being conducted on targeted accounts weekly.

Execution of the work plan established for the South Texas College will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.

Approval of Minutes

The following Minutes are submitted for Board approval:

1. December 16, 2014 Regular Board Meeting

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and adopt the Minutes for the December 16, 2014 Regular Board Meeting as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and adopts the Minutes for the December 16, 2014 Regular Board Meeting as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

SOUTH TEXAS COLLEGE
BOARD OF TRUSTEES REGULAR BOARD MEETING
Tuesday, December 16, 2014 at 5:30 p.m.
Ann Richards Administration Building Board Room
Pecan Campus, McAllen, TX 78501

Minutes

Call Meeting to Order:

The Regular Board Meeting of the South Texas College Board of Trustees was held on Tuesday, December 16, 2014 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 5:38 p.m. with Dr. Alejo Salinas, Jr., Vice Chair, presiding.

Members present: Mr. Roy de León, Dr. Alejo Salinas, Jr., Mr. Paul Rodriguez, Ms. Rose Benavidez, Mrs. Graciela Farias, and Mr. Gary Gurwitz

Members absent: Mr. Jesse Villarreal

Also present: Dr. Shirley A. Reed, Mr. Chuy Ramirez, Mrs. Mary Elizondo, Dr. Anahid Petrosian, Dr. David Plummer, Mrs. Wanda Garza, Mr. Gerry Rodriguez, Mrs. Becky Cavazos, Mr. Daniel Ramirez, Mr. Matthew Hebbard, Mr. George McCaleb, Mr. Cody Gregg, Mr. Paul Varville, Ms. Myriam Lopez, Dr. Ety Bischoff, Dr. Ali Esmaeili, Mr. Bill Buhidar, Mr. Ron Schermerhorn, Mr. Daniel Cather, Mr. Jose Raul Ruiz, Mr. Juan Carlos Aguirre, Ms. Merrie Van Loy, Dr. Jim Broaddus, Mr. Gilbert Gallegos, Mr. Rolando Garcia, Ms. Diana Bravos Gonzalez, Mr. Gus Martinez, Mr. Ruben Moreno, Mr. Bob Simpson, Coach Leonel Garza, Mr. Jim Barnes, Mrs. Beth Barnes, and Andrew Fish.

Determination of a Quorum

A quorum was present and a notice of the meeting was posted.

Invocation:

Mr. Daniel Ramirez, Director of Public Relations and Marketing, said the invocation.

Public Comments:

Mr. Jim Barnes spoke to voice disagreement with comments made by a South Texas College Associate Professor in a video recently published to the internet, and other comments allegedly made by the same faculty member. South Texas College had previously stated that it was reviewing the situation, and no response was available at the time of the Public Comment.

There were no further Public Comments.

Presentations

Presentation on the South Texas College December 2014 Commencement

Mr. Matthew Hebbard, Dean of Enrollment Services and Registrar, presented on the December 2014 Commencement Ceremony. At the Board meeting, Mr. Hebbard provided a review of the Commencement Ceremony, which took place two days prior, on Sunday, December 14, 2014.

This commencement ceremony was necessary due to the increasing number of South Texas College graduates each year. This December Commencement allowed the College to recognize students who completed their programs in the fall semester and provided their families an opportunity to celebrate their successes without waiting for the Spring ceremony.

Mr. Hebbard provided a post-ceremony review of the number of participating graduates, and the planning and activities that went into this excellent new tradition for South Texas College's students "in the making!"

Presentation on the South Texas College Mariachi Ensemble and Drum Line Ensemble

Mr. Bill Buhidar, Department Chair of Visual Arts and Music, presented on South Texas College's two newest musical ensembles:

- South Texas College Mariachi
- South Texas College Drum Line

The South Texas College Music Department supported a variety of music ensembles in addition to the individual music lessons music majors receive as a part of their training. The department, with articulation agreements with UTPA and UTB, awards Associate degrees that complete the first two years of foundational music studies needed for completion of a Bachelor's degree in music education or music performance at a major university.

As of Fall 2014 South Texas College had over 300 Music Majors officially listed among its students. The exponential growth these last three years came about through serious recruiting efforts with area high schools and the growing reputation of quality music instruction and preparation found in the South Texas College Music Department.

The department ensembles included:

- STC Jazz Ensemble,
- STC Choir,
- STC Guitar Ensemble,
- STC Percussion Ensemble,
- STC Brass Ensemble, and
- STC String Ensemble.

Added to the Music Program ranks were the recent additions of the South Texas College Mariachi and the South Texas College Drum Line. Both new ensembles were featured at a showcase performance on Tuesday, December 2nd, 2014 at the Cooper Center for Performing Arts.

Approval of Minutes

The following Minutes were submitted for Board approval:

1. November 20, 2014 Regular Board Meeting

Upon a motion by Mr. Paul R. Rodriguez and a second by Mrs. Graciela Farias, the Board of Trustees of South Texas College approved and adopted the Minutes for the November 20, 2014 Regular Board Meeting as writen. The motion carried.

Approval and Authorization to Accept Grant Award(s)

Authorization to accept and approve the following grant award and use of related funds as authorized by the grant was requested:

1. The "IME Fellowship Program Scholarship" Grant in the Amount of $15,000 from the Consulate of Mexico.

   The "IME Scholarship" Grant would begin January 1, 2015 and continue through December 31, 2015, and will award $1,000 to each qualifying student. The students will be selected using the following eligibility:
   - Mexican student or student of Mexican Origin,
   - eligible for Financial Aid through Federal/State Programs,
   - must have a 2.5 cumulative GPA each semester, and
   - must be enrolled as a full-time Student.

   This grant meets South Texas College's Strategic Direction five, "South Texas College commits to…..educational partnerships that create a collective impact on student success."

2. Additional Grant(s) Received/Pending Official Award

The presented scholarship grant will provide up to $15,000 in additional funding for the College to provide services and opportunities throughout the region.

Upon a motion by Mr. Gary Gurwitz and a second by Mr. Roy de León, the Board of Trustees approved and authorized acceptance of the grant award as presented and use of related funds as authorized by the grant, contingent upon official award as appropriate. The motion carried.

Review of Education and Workforce Development Committee Presentations on December 11, 2014

The following items were presented to and discussed with the Education and Workforce Development Committee on December 11, 2014. No action was requested of the Committee or the Board:

a. Presentation on Student Success at Early College High Schools

Ms. Sofia Peña, Director of Early College High Schools, presented on the success of students at Early College High Schools at South Texas College partner campuses throughout Hidalgo and Starr Counties.

Ms. Pena provided a brief background on the mission and development of Early College High Schools and South Texas College's partnerships with area school districts. Texas is a leader nation-wide, and South Texas College leads the state of Texas with 26 out of 108 Early College partnerships statewide.

Early College High Schools were developed to provide a transition from secondary to higher education, and to give students a chance to earn up to an Associate Degree while completing the requirements for a high school diploma.

Ms. Peña reviewed the growth of the ECHS programs and enrollment, and the success of students graduating from these programs, many times with associate degrees and/or certificates from South Texas College – all earned and awarded tuition-free.

She also discussed the steps that South Texas College takes in collaboration with school district partners to maintain the strong program quality, student support, and faculty performance that ultimately translate into student success.

Ms. Peña shared projections for future enrollment and graduations, and details on how South Texas College plans to continue building on the successful Early College High School programs with partner ISDs, and how the College serves as a model for other institutions across the state and the nation as they develop their own programs.

b. Presentation on the New Mathways Project

Dr. Ali Esmaeili, Dean of Math, Science, Bachelor Programs, and University Relations and Mario Morin, New Mathways Project Lead and Math Faculty, provided a presentation on the New Mathways Project.

The New Mathways Project (NMP) is a national initiative with the goal of reforming developmental mathematics education for Texas students. South Texas College has

worked with the Charles A. Dana Center at UT-Austin since 2010, and has been a statewide leader in developing and implementing successful strategies to help students achieve necessary competencies to complete college-level math.

NMP looks at three pathways to accelerate student achievement of necessary math skills:

1. Statistical Reasoning
2. Quantitative Reasoning
3. STEM-Prep (Science, Technology, Engineering, and Math)

During the first semester, in the NMP model, students enroll in two courses. *Foundations for Mathematical Reasoning,* which is a developmental math course that helps students develop foundational skills to properly learn college-level course material, and *Frameworks for Mathematics and Collegiate Learning*, a course that helps students acquire the strategies and drive needed to succeed

Students will then be able to enroll in Academic Math courses aligned to their academic and career goals, as needed. This process will allow students on non-STEM pathways to complete developmental requirements and earn credits to satisfy core-curriculum math in a single year.

South Texas College was one of nine co-development partners, and now serves as a mentor to Coastal Bend Community College.

Fall 2013 was South Texas College's pilot semester for the project, and implementation officially began in late July 2013 when course materials were first released to the co-development partners. With only one month of marketing and recruiting, 29 students took the course, in three separate section offerings at two campuses. In Fall 2014 54 students were placed in four sections, and there are seven sections offered for Spring 2015.

Dr. Esmaeili and Mr. Morin provided additional insight into associated project activities and look at the next steps for the New Mathways Project and were available for questions from the Committee. They proposed to return once the Fall 2014 semester has finished and student performance data is ready for presentation to the Committee.

These items were for the Committee's information and feedback to staff, and no action was taken.

Review and Action as Necessary Regarding the Fiscal Year 2014 Financial Audit

Acceptance of the Fiscal Year 2014 Financial Audit was requested.

Mr. Ruben Moreno of Long Chilton, LLP reviewed the audit with the Board and responded to questions regarding the audit.

A copy of the Comprehensive Annual Financial Report was included separately for the Board's information and review.

The Finance and Human Resources Committee meeting for Thursday, December 11, 2014 was cancelled, and the Comprehensive Annual Financial Report was presented for Board approval without a Committee recommendation.

Upon a motion by Mr. Paul R. Rodriguez and a second by Ms. Rose Benavidez, the Board of Trustees accepted the Fiscal Year 2014 Financial Audit as presented. The motion carried.

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

Approval of the following proposal awards, purchases, and renewals was requested.

1) **Compact Utility Vehicle (Award):** award the proposal for compact utility vehicle to Spikes Motor Co, Inc. (Mission, TX), at a total cost of $18,315.00;
2) **Interactive Learning Training Room (Award):** award the proposal for an interactive learning training room to Audio Visual Aids Corp (San Antonio, TX), at a total cost of $47,681.50;
3) **Active Learning Training Room (Reject):** reject the proposals for an active learning training room due to the specifications provided on the proposal which were more of a functional nature and it was determined by the evaluation committee that there was too much variance in what was proposed by the different respondents to properly evaluate and to have a good level of confidence on the functionality of the installation;
4) **Audio Visual Equipment and Supplies (Purchase):** purchase audio visual equipment and supplies for the period beginning September 1, 2014 through August 31, 2015, at an estimated amount of $120,000.00 which is based on prior history, with the following cooperative vendors:
   - Audio Visual Aids Corporation (San Antonio, TX)……. $50,000.00
     ⇒ TASB-Buyboard, TCPN and TXMAS
   - B & H Foto & Electronics, Corp. (New York, NY)…….. .....$50,000.00
     ⇒ TASB-Buyboard
   - Best Buy (Richfield, MN/McAllen, TX)……. $10,000.00
     ⇒ TASB-Buyboard
   - Audio Fidelity Communications Corp/dba Whitlock (Austin, TX).....$10,000.00
     ⇒ Department of Information Resources (DIR)

5) **Automotive Parts, Equipment, and Supplies (Purchase):** purchase automotive parts, equipment, and supplies from Burton Companies Vaughn Interest, Inc. (Weslaco, TX), a Texas Association of School Boards – Buyboard, approved vendor, for the period beginning September 1, 2014 through August 31, 2015, at an estimated cost of $25,000.00 based on prior year history;
6) **Bookstore Consultant Services (Purchase):** purchase bookstore consultant services from Campus Bookstore Consulting, (East Longmeadow, MA), a sole source vendor, for the period beginning September 1, 2014 through December 31, 2014, at an estimated cost of $10,993.88;
7) **Computer Components, Peripherals, Lamps, Software and Supplies (Purchase):** purchase computer components, peripherals, lamps, software and supplies for the period beginning September 1, 2014 through August 31, 2015, at an estimated cost of $238,000.00 which is based on prior year history, with the following purchasing cooperative vendors:
   - B & H Foto & Electronics, Corp. (New York, NY) $10,000.00
     ⇒ TASB – Buyboard and Texas Cooperative Purchasing Network (TCPN)
   - CDWG (Vernon Hills, IL)……..... $80,000.00
     ⇒ State of Texas Dept of Information Resources (DIR) and Texas Cooperative Purchasing Network (TCPN)
   - GovConnection (Merrimack, NH)……..... $18,000.00
     ⇒ TASB-Buyboard, Texas Cooperative Purchasing Network (TCPN) an State of Texas Department of Information Resources (DIR)
   - PCMG, Inc. (Chantilly, VA)……..……..……..... $80,000.00
     ⇒ TASB-Buyboard, and State of Texas Department of Information Resources (DIR)
   - SHI Government Solutions, Inc. (Austin, TX)……..... $10,000.00
     ⇒ TASB-Buyboard and State of Texas Department of Information Resources (DIR)
   - Tiger Direct (Miami, FL)……..……..... $40,000.00
     ⇒ TIPS/TAPS Purchasing Cooperative
8) **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) and from the National Joint Powers Alliance approved vendor CDW Government (Vernon Hills, IL) in the total amount of $299,123.03;
9) **Database Licenses and Support (Purchase):** purchase database licenses and support from Oracle America, Inc. (Redwood Shores, CA), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning December 17, 2014 through December 16, 2015, at a total cost of $85,318.98;
10) **Furniture (Purchase):** purchase furniture from the State of Texas Multiple Award Schedule (TXMAS) approved vendors, at a total amount of $37,695.98

A	Allsteel, Inc.	$2,916.96
B	Bretford Manufacturing	402.55
C	Computer Comforts, Inc.	1,378.72
D	Exemplis Corporation	1,421.20

E	The Hon Company	5,050.90
F	Krueger International, Inc.	7,159.06
G	National Office Furniture	19,366.59
	Total	$37,695.98

11) **Instructional Equipment and Software (Purchase)**: purchase instructional equipment and software from Lab Resources, Inc. (Tomball, TX), a sole source vendor, at a total cost of $98,263.26;
12) **Graduation Caps and Gowns (Renewal):** renew the contract for graduation caps and gowns with Jostens, Inc. (Minneapolis, MN) for the period beginning February 1, 2015 through January 31, 2016, at a total cost of $37,430.70;
13) **Institutional Membership (Renewal):** renew an institutional membership with Hispanic Association of Colleges and Universities (San Antonio, TX), a sole source vendor, for the period beginning January 1, 2015 through December 31, 2015, at a total cost of $10,310.00;
14) **Moving Services (Renewal):** renew the contracts for moving services with Groves Moving & Storage (Harlingen, TX) and Gateway Printing & Office Supply, Inc. (Edinburg, TX) for the period beginning February 19, 2015 through February 18, 2016, at an estimated cost of $15,000.00;
15) **Signs, Flags, and Banners (Renewal):** renew the contracts for signs, flags, and banners for the period beginning January 30, 2015 through January 29, 2016, at an estimated cost of $12,000.00 based on prior year history, with the following vendors:
    Primary: MPA Digital, LLC. (McAllen, TX)
    Secondary: FedEx Office (McAllen, TX) and AGAS, Mfg. (Philadelphia, PA)
16) **Third Party Administrator for 403(b) Plan (Renewal):** renew the contract for the third party administrator for 403(b) plan with TSA Consulting Group, Inc. (Ft. Walton Beach, FL), for the period beginning March 1, 2015 through February 28, 2016, at a total cost of $6,000.00;
17) **Vehicle Fuel Program (Renewal):** renew the State Fleet Card Program contract for the vehicle fuel program with U. S. Bank Market Fleet Voyager (Kansas City, MO), a State of Texas Procurement and Support Services (TPASS) approved vendor, acting by and through the State of Texas Council of Competitive Government (CCG), for the period beginning January 1, 2015 through December 31, 2015, at an estimated cost of $70,000.00, based on prior year history;
18) **Facility Usage Interlocal Agreements (Lease/Rental):** lease/rental facility usage interlocal agreements with the City of McAllen – McAllen Convention Center (McAllen, TX) for the period beginning February 1, 2015 through August 31, 2015, at a total cost of $14,117.50;
19) **Consulting Services (Contract Extension):** contract extension for purchase of consulting services with Evergreen Solutions, LLC. (Tallahassee, FL), a sole source vendor, for the period beginning January 1, 2015 through April 30, 2015, at a cost of $150.00 per hour not to exceed $15,000.00.

SUMMARY TOTAL:
The total for all proposal awards, purchases, and renewals was $1,160,249.83.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Gary Gurwitz, the Board of Trustees of South Texas College approved and authorized the proposal awards, purchases, and renewals as presented. The motion carried.

Review and Action as Necessary on 2014 Tax Roll/Tax Levy for Hidalgo and Starr Counties

Approval of the 2014 Tax Roll/Tax Levy for Hidalgo and Starr Counties was requested.

The 2014 Tax Roll/Tax Levy for Hidalgo and Starr Counties was requested in order to be in compliance with Section 26.09 Item (e) of the Property Tax Code, which reads:

> "The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll."

Mr. Pablo "Paul" Villarreal, Jr., RTA, Assessor-Collector of Hidalgo County and Mrs. Carmen A. Peña, RTA, Assessor-Collector of Starr County entered the amount of tax determined as provided by Section 26.09 Item (e) of the Property Tax Code and submitted to South Texas College the tax roll/tax levy totaling $56,134,038.45.

The 2014 Tax Roll documents from each county were included in the packet for the Board's information and review.

The comparison from the 2013 to 2014 tax roll by county was as follows:

	2013	**2014**
Hidalgo County	$ 42,343,115.93	$ 52,781,657.49
Starr County	2,735,855.80	3,352,380.96
Total	$ 45,078,971.73	$ 56,134,038.45

The Finance and Human Resources Committee meeting for Thursday, December 11, 2014 was cancelled, and the 2014 Tax Roll/Tax Levy for Hidalgo and Starr Counties is presented for Board approval without a Committee recommendation.

Upon a motion by Mr. Paul R. Rodriguez and a second by Ms. Rose Benavidez, the Board of Trustees of South Texas College approved and authorized the 2014 Tax Roll/Tax Levy for Hidalgo and Starr Counties as presented. The motion carried.

Review and Action as Necessary on Appraisal District Allocated Cost Payments for Hidalgo County and Starr County

Approval to process payments to the Hidalgo County Appraisal District and Starr County Appraisal District for allocated cost, as described below, was requested.

The Hidalgo County Appraisal District and Starr County Appraisal District were considered a sole source and the College and other taxing entities were required to use their services to determine the assessed valuation of properties.

Each year the chief appraiser prepares a proposed budget for the operations of the appraisal district for the following tax year. The County's Appraiser submits copies of the budget to each taxing unit participating in the district and an estimate of the amount of the budget that will be allocated to each taxing unit.

Texas Property Tax Code Chapter 6 Section 6.06 (d) Appraisal District Budget and Financing indicates that the cost is allocated as follows: "Each taxing unit participating in the district is allocated a portion of the amount of the budget equal to the proportion that the total dollar amount of property taxes imposed in the district by the unit for the tax year in which the budget proposal is prepared bears to the sum of the total dollar amount of property taxes imposed in the district by each participating unit for that year".

Each taxing unit pays its allocation in four equal payments.

The tax year 2014 projected allocations, per the District's budgets, were $572,136.00 for Hidalgo County Appraisal District and $99,314.00 for Starr County Appraisal District, for a total of $671,450.00. The first quarterly invoice payments for Hidalgo County and Starr County were due by December 31, 2014.

The Tax Year 2014 allocations changed from the Tax Year 2013 allocations as follows:

	2013	2014	Difference
Hidalgo County	$ 397,747.00	$ 572,136.00	$ 174,389.00
Starr County	78,566.89	99,314.00	20,747.11
Total	$ 476,313.89	$ 671,450.00	$ 195,136.11

The changes were based on the new year budgets of each Appraisal District.

The Finance and Human Resources Committee meeting for Thursday, December 11, 2014 was cancelled, and the payments to the Hidalgo County Appraisal District and the Starr County Appraisal District for the allocated cost as stated in the Texas Property Tax Code, Chapter 6, Section 6.06 (e) are presented for Board approval without a Committee recommendation.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Roy de León, the Board of Trustees of South Texas College approved and authorized the payments to the Hidalgo County Appraisal District and the Starr County Appraisal District for the allocated cost as stated in the Texas Property Tax Code, Chapter 6, Section 6.06 (e) and as presented. The motion carried.

Review and Action as Necessary on Annual Investment Report

Approval of the Annual Investment Report for FY 2013-2014 was requested.

The Annual Investment Report for FY 2013–2014 was provided in the packet for the Board's information and review. Also included was the Annual Investment Report prepared for the State Auditor's Office.

As required, all College funds were deposited at the College's Depository, BBVA Compass Bank, in public funds interest checking accounts or certificates of deposit. The provided report reflected the total interest earned during the fiscal year and the audited reconciled balance of each account at August 31, 2014.

At August 31, 2014, the College had a total amount of $240,790,425.01 in bank deposits, in seven (7) public funds interest checking accounts totaling $76,182,784.32, and seven (7) certificates of deposit totaling $164,607,640.69. In addition, the College held an endowment investment in the form of a coin collection valued at $5,589.70 and maintained change funds available for cashiering purposes in the amount of $8,950.00. As of August 31, 2014, the investments and cash on hand totaled $240,804,964.71.

Total interest revenue earned on public funds interest checking accounts and certificates of deposit during FY 2013-2014 totaled $214,914.66.

All the College's funds were properly collateralized during the fiscal year.

The Finance and Human Resources Committee meeting for Thursday, December 11, 2014 was cancelled, and the Annual Investment Report for FY 2013-2014 is presented for Board approval without a Committee recommendation.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Roy de León, the Board of Trustees of South Texas College approved and authorized the Annual Investment Report for FY 2013-2014, as presented. The motion carried.

Update on Status of 2013 Bond Construction Program

Mr. Gilbert Gallegos with Broaddus & Associates provided a brief update on the 2013 Bond Construction Program.

Executive Session:

The South Texas College Board of Trustees convened into Executive Session at 6:32 p.m. in accordance with Chapter 551 of the Texas Government Code for the specific purpose provided in:

- Section 551.071, Consultations with Attorney
- Section 551.072, Deliberation Regarding Real Property

1. Discussion and Action as Necessary on Sale of Real Property in Starr County to the State of Texas
2. Discussion and Action as Necessary Regarding STC vs Chubb Insurance for Hail Damage Claim Settlement
3. Discussion and Action as Necessary on Negotiated Fees for Architectural Services for the 2013 Bond Construction Program Priority Projects

Open Session:

The South Texas College Board of Trustees returned to Open Session at 6:51 p.m. No action was taken in Executive Session.

Discussion and Action as Necessary on Sale of Real Property in Starr County to the State of Texas

Discussion and action as necessary on sale of real property in Starr County to the State of Texas was requested.

Texas Department of Transportation (TxDOT) submitted a proposal, which was received by the College on November 24, 2014, for purchase of land along FM 755 for additional road right of way. This property is not located near the STC Starr County Campus. The packet included a map showing the location of the land proposed for sale to the State of Texas.

According to the College's delinquent tax attorney, Linebarger Goggan Blair & Sampson, LLP, South Texas College, Starr County, Rio Grande City School District, and the Starr County Hospital District had interest due to a bankruptcy court decision. TxDOT was offering $23,300 for the purchase of the 6.657 acre property.

South Texas College's Legal Council reviewed this item with the Trustees at the December 11, 2014 Facilities Committee meeting.

Gus Martinez from Linebarger Goggan Blair & Sampson, LLP was present at the meeting to address any questions as needed.

The Facilities Committee recommended Board approval to authorize the sale of the identified property along FM 755 in Starr County to TxDOT as presented.

Upon a motion by Mr. Gary Gurwitz and a second by Mrs. Graciela Farias, the Board of Trustees of South Texas College approved and authorized the sale of the identified property along FM 755 in Starr County to TxDOT as presented. The motion carried.

Discussion and Action as Necessary Regarding STC vs Chubb Insurance for Hail Damage Claim Settlement

The Board was asked to authorize Legal Counsel to retain the services of a construction cost estimator on behalf of South Texas College in reference to the College's hail damage claim.

Legal Counsel met with the Facilities Committee on Thursday, December 11, 2014 to discuss the legal settlement with Chubb Insurance for Hail Storm Damage insurance claim.

The Facilities Committee recommended Board approval and authorization for Legal Counsel to retain the services of a construction cost estimator on behalf of South Texas College in this hail damage claim.

Upon a motion by Mr. Gary Gurwitz and a second by Mr. Roy de León, the Board of Trustees of South Texas College approved and authorized Legal Counsel to retain the services of a construction cost estimator on behalf of South Texas College in this hail damage claim as presented. The motion carried.

Discussion and Action as Necessary on Negotiated Fees for Architectural Services for the 2013 Bond Construction Program Priority Projects

The South Texas College Board of Trustees was asked to approve the negotiated fees for architectural services for the 2013 Bond Construction Program four priority projects, contingent upon acceptance by the firms and Board approval of the architectural services contract. At the meeting, Mr. Gilbert Gallegos updated the Board, informing the Trustees that each architectural services firm had accepted the fees as proposed by the Facilities Committee and shown below in these Minutes.

Broaddus & Associates' staff presented proposed fees for each architectural firm selected for the four priority projects. The initial fees presented were included in the packet for the Board's review.

The Committee reviewed the proposed fees, and recommended Board approval of the fees negotiated with Boultinghouse-Simpson-Gates Architects for the Pecan Campus STEM Building project and with Mata-Garcia Architects for the Starr County Campus Health Professions and Science Building project. Both firms' fees were negotiated at 6.118% of the estimated construction cost.

The Committee rejected the fees presented for ERO Architects on the Nursing & Allied Health Campus Expansion project and for ROFA Architects on the Mid Valley Campus Health Professions and Science Building project. The Committee instructed Broaddus & Associates to return to those two firms with a counter-offer of 5.650% with ROFA Architects and 5.500% with ERO Architects, and to bring the firms' responses to the Board on Tuesday, December 16, 2014.

The Facilities Committee formally recommended Board approval of the following architectural services fees, contingent upon acceptance by the firms and Board approval of the architectural services contract.

Project	***Architect***	***Committee Recommended Fee****
Pecan Campus STEM Building	Boultinghouse-Simpson-Gates Architects	6.118 %
Mid Valley Campus Health Professions and Science Building	ROFA Architects	5.650 %
Starr County Campus Health Professions and Science Building	Mata-Garcia Architects	6.118 %
Nursing & Allied Health Campus Expansion	ERO Architects	5.500 %

* Fees vary due to fee schedule sliding scale based on amount of associated construction cost per project.

Upon a motion by Mr. Gary Gurwitz and a second by Mrs. Graciela Farias, the Board of Trustees of South Texas College approved and authorized the negotiated fees for architectural services for the 2013 Bond Construction Program four priority projects, contingent upon acceptance by the firms and Board approval of the architectural services contract. The motion carried.

Review and Action as Necessary on Additional Services with Broaddus & Associates for Information Technology/Audio Visual Consultant Services for the 2013 Bond Construction Program

Approval of Additional Services with Broaddus & Associates for Information Technology/Audio Visual consultant services provided by WJHW, Inc. was requested.

IT/AV consultant services are typically approved under the project architect's contract as an additional service and is an option available to STC. For the Bond Construction Program, including seven architect firms, this could result in each project architect firm providing different IT/AV consultant and the possibility of systems variations from building to building.

South Texas College IT and AV staff reviewed the proposed scope of IT/AV related design work to be included in the Bond Program and recommended that these consultant services be provided through a single source rather than through each project architect. Having a single source would allow staff to develop equitable systems designs from building to building at a lower cost. This method of design was used in the 2001 Bond Construction Program and provided good results. Below are some of the advantages of having a single source for IT/AV consultant services:

- Consistency in systems development and design
- Consistency in systems plans and specifications
- Reduced consultant fees due to larger volume contract
- Efficiency in design process while working with STC staff
- Quality control in use and implementation of STC systems standards
- Quality control in updating STC systems standards
- Efficient STC staff time and effort during design, construction phase, and future operations

The proposal developed by WJHW, Inc. and submitted by Broaddus & Associates included the following consultant and design services:

- Review and confirm communication systems standards
- Design Audio Visual Systems
- Design Structured Cabling Systems
- Design Video Surveillance and Access Control
- Coordinate with Program Manager and STC staff during design and construction phases
- Coordinate with each architect to develop plans and specifications for each building project

The collaboration of South Texas College technology staff with a single source of IT/AV solutions, WJHJ, Inc., increased the likelihood that proposed solutions were congruent with the strategic directions and goals set by the College for service excellence and scalability. Additionally, the College would benefit during the design and construction phases by having a centralized, accountable point of contact and standardization across multiple construction projects, effectively reducing total cost of ownership in the long-term.

Broaddus & Associates submitted a proposal in the amount of $595,000 and supporting documentation from consultant WJHW, Inc. A breakdown showing the dollar amounts proposed during the negotiations of these services was also provided.

The base contract was for $550,000, and there was a provision for additional travel reimbursements not to exceed $45,000. The initial travel limit was $67,500, and the Committee requested further information to justify the travel budget. Mr. Gerry Rodriguez, Director of Facilities Planning and Construction, contacted the consultant and was able to negotiate a lower “not to exceed” limit on travel reimbursements, and provided a breakdown of the estimate used by the consultant to reach that amount. Any reimbursements would require appropriate documentation of necessary travel.

If these services were provided by a separate architect for each project, standard practice would be for the architect to add a ten percent coordination fee on top of the consultant design services fee. Broaddus initially proposed charging a 4% coordination fee. At the Committee meeting, Mr. Gilbert Gallegos agreed to waive the coordination fee, and asserted that Broaddus & Associates would accept the responsibilities and liability of said coordination

The Facilities Committee recommended Board approval of additional services with Broaddus & Associates in the amount of $617,500 for Information Technology/Audio Visual consultant services provided by WJHW, Inc. for the 2013 Bond Construction Program. This amount was reduced by Mr. Gerry Rodriguez's negotiation of a lower travel reimbursement provision, and the Board was asked to approve the attached proposal for $595,000.

South Texas College's Legal Counsel verified that Broaddus & Associates had modified its proposal to include $550,000 for the consultant, with a not-to-exceed travel reimbursement provision of $45,000, and that Broaddus & Associates was waiving all coordination fees but would serve as the coordinator, with all responsibilities and liabilities normally associated with that function. Mr. Gilbert Gallegos agreed with that statement.

Upon a motion by Mr. Gary Gurwitz and a second by Mr. Paul R. Rodriguez, the Board of Trustees of South Texas College approved and authorized additional services with Broaddus & Associates in the amount of $595,000 for Information Technology/Audio Visual consultant services provided by WJHW, Inc. for the 2013 Bond Construction Program as presented. The motion carried.

Review and Action as Necessary on Contracting Mechanical, Electrical, and Plumbing (MEP) Design Services for Pecan Campus Sports Field Lighting

Approval to contract mechanical, electrical, and plumbing (MEP) engineering design services for the Pecan Campus Sports Field Lighting project was requested.

Since 2009, the sports field located on the north side of the Pecan Campus has operated after dark by use of rented lights and generators. As the demand for evening activities increases, the cost of the rental equipment also increased to approximately $8,700 per year. The cost of the rental equipment reached the point where it was economically beneficial to install permanent sports field lighting.

The three MEP engineering firms listed below were previously approved by the Board for one year to provide professional services as needed for projects under $300,000.00.

1. DBR Engineering Consultants, Inc.
2. Halff Associates, Inc.
3. Sigma HN Engineers, PLLC

Since this list of MEP firms was approved at the June 26, 2014 Board meeting, firms were been awarded projects on a rotational basis for on-call services. The next recommended firm based on this rotation is DBR Engineering. While DBR was next on the rotation list, they were primarily being recommended for this project because of their demonstration of previous experience with track and field facility design.

Funds were budgeted in the FY 2014-2015 construction budget for design and construction of these improvements, with final amount to be negotiated.

Project Budget		
Budget Components	**Available Funds**	**Estimated Cost**
Design	$30,000	Actual design fees are estimated between $15,000 and $18,000 and will be finalized during contract negotiations.
Construction	$200,000	Actual cost will be determined after the solicitation of construction proposals.

The Facilities Committee recommended Board approval to contract Mechanical, Electrical, and Plumbing (MEP) engineering design services with DBR Engineering for the Pecan Campus Sports Field Lighting project as presented.

Upon a motion by Mr. Gary Gurwitz and a second by Mr. Roy de León, the Board of Trustees of South Texas College approved and authorized contracting Mechanical, Electrical, and Plumbing (MEP) engineering design services with DBR Engineering for the Pecan Campus Sports Field Lighting project as presented. The motion carried.

Review and Action as Necessary on Contracting Construction Services for the Nursing & Allied Health Campus North Parking Lot Expansion and Entry Drive

Approval to contract construction services for the Nursing & Allied Health Campus North Parking Lot Expansion and Entry Drive project was requested.

This parking lot expansion project began as a proposed expansion to an existing parking lot on the east side of campus as identified on the campus master plan. Because of the construction of the new City water tower and installation of portable buildings in the proposed expansion area, the additional parking lot was relocated to the west side of the water tower. This relocation required that a portion of a drive included in the master plan be constructed in order to access the new parking area.

Funding for this portion of the new drive was intended to come from the 2013 Bond proceeds. Therefore, it was recommended that a portion of this project including the area of the new drive be funded through Bond funds and the parking expansion be funded through non-bond funds. The packet included a map showing the two areas of this site improvement project.

Funds for this parking expansion project at the Nursing & Allied Health Campus were included in the FY 2014-2015 construction budget and Bond Funds. It was proposed that the parking expansion and new drive be funded using both sources. Constructing the proposed portion of a new drive would allow for adequate access to the new parking area. The remaining drive would be constructed as part of the Bond construction work planned for this campus.

Perez Consulting Engineers assisted STC staff in preparing and issuing the necessary plans and specifications for the solicitation of competitive sealed proposals. Solicitation of

competitive sealed proposals for this project began on October 16, 2014. A total of six (6) sets of construction documents were issued to general contractors, sub-contractors, and suppliers and a total of six (6) proposals were received on October 31, 2014.

Timeline for Solicitation of Competitive Sealed Proposals	
October 16, 2014	Solicitation of competitive sealed proposals began.
October 31, 2014	Six (6) proposals were received.

Staff evaluated these proposals and the packet included a proposal summary. It was recommended that the top ranked contractor be approved.

Funds were budgeted in the FY 2014-2015 Construction budgets for this project.

Source of Funding	Available Funds	Highest Ranked Proposal
Non-Bond Construction	$540,000	$442,266.20
Bond Construction	$200,000	$213,279.60

The Facilities Committee recommended Board approval to contract construction services with Texas Cordia Construction, LLC in the amount of $655,545.80 for the Nursing & Allied Health Campus North Parking Lot Expansion and Entry Drive project as presented.

Mr. Gary Gurwitz abstained from the deliberation and action on this agenda item.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Roy de León, the Board of Trustees of South Texas College approved and authorized contracting construction services with Texas Cordia Construction, LLC in the amount of $655,545.80 for the Nursing & Allied Health Campus North Parking Lot Expansion and Entry Drive project as presented. The motion carried.

Review and Action as Necessary on Contracting Construction Services for the Starr County Campus Buildings A and B Re-Carpeting

Approval to select a contractor for the Starr County Campus Buildings A and B Re-Carpeting project was requested.

Carpeting in some areas of these buildings was over fifteen years old and was in need of replacement. Staff proposed to replace the carpet with carpet tile which was the current STC standard due to its higher quality and reduced maintenance.

STC staff issued the necessary plans and specifications for the solicitation of competitive sealed proposals. Solicitation of competitive sealed proposals for this project began on November 3, 2014. A total of nine (9) sets of construction documents were issued to general contractors, sub-contractors, and suppliers and a total of five (5) proposals were received on November 18, 2014.

Timeline for Solicitation of Competitive Sealed Proposals	
November 3, 2014	Solicitation of competitive sealed proposals. Nine (9) sets of construction documents were issued.
November 18, 2014	Five (5) proposals were received.

Staff evaluated these proposals and the packet included a proposal summary. It was recommended that the top ranked contractor be approved by the Board.

Funds are available in the FY2014-2015 Renewals and Replacements budget for this project.

Source of Funding	Amount Budgeted	Highest Ranked Proposal
Renewals & Replacements	$30,000	$22,196

The Facilities Committee recommended Board approval to contract construction services with W.F. Imhoff Co., Inc. dba/Intertech Flooring in the amount of $22,196 for the Starr County Campus Buildings A and B Re-Carpeting project as presented.

Upon a motion by Mr. Gary Gurwitz and a second by Ms. Rose Benavidez, the Board of Trustees of South Texas College approve and authorize contracting construction services with W.F. Imhoff Co., Inc. dba/Intertech Flooring in the amount of $22,196 for the Starr County Campus Buildings A and B Re-Carpeting project as presented. The motion carried.

Review and Action as Necessary on Substantial Completion of the Pecan Plaza Renovation for Continuing Education Additional Classrooms and Cashiering Space

Approval of substantial completion for the Pecan Plaza Renovation for Continuing Education Additional Classrooms and Cashiering Space project was requested.

Architects with Boultinghouse Simpson Gates Architects and STC staff visited the site and developed a construction punch list. As a result of this site visit and observation of the completed work, a Certificate of Substantial Completion for the project was certified on November 14, 2014. Substantial Completion was accomplished within the time allowed in the Owner/Contractor agreement for this project. A copy of the Substantial Completion Certificate was included in the packet.

Alpha Building Corporation would continue working on the punch list items identified and would have thirty (30) days to complete before final completion can be recommended for approval. It was anticipated that final acceptance of this project would be recommended for approval at the January 2015 Board meeting.

The Facilities Committee recommended Board approval of the substantial completion of the Pecan Plaza Renovation for Continuing Education Additional Classrooms and Cashiering Space project as presented.

Upon a motion by Mr. Gary Gurwitz and a second by Mr. Roy de León, the Board of Trustees of South Texas College approved and authorized the substantial completion of the Pecan Plaza Renovation for Continuing Education Additional Classrooms and Cashiering Space project as presented. The motion carried.

Update on Status of Construction Projects

The Facilities Planning & Construction staff prepared and provided a design and construction update. This update summarized the status of each capital improvement project currently in progress.

This item was for the Board's information only. No action was requested.

Consideration and Approval of Checks and Financial Reports

Board action was requested to approve the checks for release and the financial reports for the month of November 2014. The approval as for checks submitted for release in the amount greater than $50,000 and checks in the amount greater than $10,000 that were released as authorized by Board Policy No. 5610.

Mrs. Mary Elizondo, Vice President for Finance and Administrative Services, was available to respond to questions posed by the Board.

Upon a motion by Mr. Paul R. Rodriguez and a second by Ms. Rose Benavidez, the Board of Trustees approved the submitted checks for release in an amount over $50,000.00, the checks that were released as authorized by Board Policy #5610, and the financial reports submitted for the month of November 2014. The motion carried.

Informational Items

The following informational item was included in the packet for the Board's review:

- President's Report

Due to the quick turnaround between the December 11, 2014 Board Committee meetings and the December 16, 2014 Regular Board Meeting, the Committee Minutes were not available for review as part of the Board packet.

Announcements

A. Next Meetings:

- **Tuesday, January 13, 2015**
  - 3:30 p.m. – Education and Workforce Development Committee Meeting
  - 4:30 p.m. – Facilities Committee Meeting
  - 5:30 p.m. – Finance and Human Resources Committee Meeting

- **Tuesday, January 27th, 2015**
  - 5:30 p.m. – Regular Meeting of the Board of Trustees

B. Other Announcements:

- Board Holiday Dinner, Tuesday, December 16, 2014 at 7:30 p.m., *Patio On Guerra*, 116 S 17th St., McAllen, Texas.
- The College will be closed December 18th. 2014 – January 4th, 2015 for Winter Break.
- Some offices providing Student Services will be open on a revised schedule during this period to allow students to prepare for the Spring 2015 semester.
- The Office of the President will be open to conduct Board business on Monday, December 22, 2014 during normal business hours.

Adjournment:

There being no further business to discuss, the Regular Meeting of the South Texas College Board of Trustees adjourned at 6:55 p.m.

I certify the foregoing are the true and correct minutes of the Tuesday. December 16, 2014 Regular Board Meeting of the South Texas College Board of Trustees.

_____

Mr. Paul R. Rodriguez

Secretary

Approval and Authorization to Accept Grant Award(s)

Authorization to accept and approve the following grant award(s) and use of related funds as authorized by each grant is requested:

1. **The "VIDA College Prep Academy" Grant from Valley Initiative for Development and Advancement**

   The "VIDA College Prep Academy" Grant from the Valley Initiative for Development and Advancement will begin January 20, 2015 and continue through May 15, 2015, with an award in the amount not to exceed $72,000. This program will use the funds for tuition, books, materials, and salaries as set forth in the grant.

   STC's Continuing Professional and Workforce Education will provide 480 hours of College Prep Academy training to address the needs of VIDA's clients in the Rio Grande Valley. The targeted number of participants to be served is 20.

2. **The "Texas Regional STEM Degree Accelerator Initiative" Grant from Educate Texas**

   The "Texas Regional STEM Degree Accelerator Initiative" Grant from Educate Texas will begin January 15, 2015 and continue through May 1, 2015, with funding in the amount of $15,000. The program will use grant funds for travel to Conferences, meetings, preparation of reports, and other activities related to this grant.

   As part of these efforts, STC has partnered with several school districts, other higher education institutions, and community organizations from the Rio Grande Valley, and will provide leadership in the planning phase to develop a way to increase completion by working collaboratively to improve curriculum alignment programs to enhance and accelerate student success by increasing student support services and creating and/or enhancing summer bridge programs, which have proven successful because they are STEM focused and created to facilitate student transitions.

   The alliance will also collaborate to develop a strategy focused on improving student success in STEM and reading literacy to better prepare students to transition into college level courses. Partners will implement evidence-based interventions focused on increasing student persistence and completion in STEM-related disciplines to produce a diverse, highly-skilled pool of students who are prepared to transition from high school to college and are career ready upon graduation.

   This grant meets South Texas College's Strategic Direction Two: South Texas College is committed to increasing the college-going and college-completing rates in the region. In addition, the grant meets Strategic Direction Five for Collaboration: South Texas College commits to effective interdepartmental and interdivisional collaborations and

advances mutually beneficial community and educational partnerships that create a collective impact on student success.

3. The " Adopt an Elementary" Grant from the BBVA Compass Foundation

Authorization is requested to accept the "Adopt an Elementary" grant from the BBVA Compass Foundation beginning January 1, 2015, through June 30, 2015, in the amount of $ 7,500.

The funds will be used to expose elementary students to a college going culture. The students will tour South Texas College and participate in the Junior Jaquar Leadership Conference. The elementary students will receive age appropriate leadership training and financial literacy information. The parents will receive information regarding how to promote a college going culture in their family as well as information about financial literacy.

This grant meets South Texas College's Strategic Direction five, "South Texas College commits to…..educational partnerships that create a collective impact on student success."

4. The "Texas Adult Completion and Skills Initiative" Grant from Texas Workforce Commission

Authorization is requested to accept the "Texas Adult Completion and Skills Initiative" grant from Texas Workforce Commission beginning February 1, 2015 through January 31, 2016 in the amount not to exceed $250,000.

Authorization is also requested to use the funds for tuition, materials, supplies, fees, certification tests, transportation, salaries, and other expenses as approved in the contract.

STC's Continuing Education will serve a total of 88 students through an Integrated Education and Training Program that co-enrolls them in a High School Completion and Career and Technical Education (CTE) Program. The CTE programs selected that lead to Level One Certificates in high demand occupations are Emergency Medical Technology, Electronic Health Record Specialist, Medical Assistant Technology, Medical Office Specialist, and Combination Welding.

5. Additional Grant(s) Received/Pending Official Award

The presented grants would provide up to $344,500 in additional funding for the College to provide services and opportunities throughout the region.

Recommendation:
It is recommended the Board of Trustees approve and authorize accepting the following grant award(s) and use of related funds as authorized by each grant, contingent upon official award as appropriate:

1. The "VIDA College Prep Academy" Grant from Valley Initiative for Development and Advancement
2. The "Texas Regional STEM Degree Accelerator Initiative" Grant from Educate Texas
3. The " Adopt an Elementary" Grant from the BBVA Compass Foundation
4. The "Texas Adult Completion and Skills Initiative" Grant from Texas Workforce Commission
5. Additional Grant(s) Received/Pending Official Award

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes accepting the following grant award(s) and using related funds as authorized by each grant, contingent upon official award as appropriate:

1. The "VIDA College Prep Academy" Grant from Valley Initiative for Development and Advancement
2. The "Texas Regional STEM Degree Accelerator Initiative" Grant from Educate Texas
3. The " Adopt an Elementary" Grant from the BBVA Compass Foundation
4. The "Texas Adult Completion and Skills Initiative" Grant from Texas Workforce Commission
5. Additional Grant(s) Received/Pending Official Award

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

Review of Education and Workforce Development Committee Presentations on December 11, 2014

The following items were presented to and discussed with the Education and Workforce Development Committee on December 11, 2014. No action was requested of the Committee or the Board:

a. Presentation on UTeach: Preparing Math & Science Majors to Become Educators

Dr. Ali Esmaeili, Dean of Math, Science, Bachelor Programs, and University Relations introduced Dr. Enriqueta Cortez, Department Chair for Physical Sciences. Dr. Cortez provided a presentation on the UTeach program, a partnership with UTPA focused on preparing majors from Math & Science fields for careers in Math & Science Education.

Math and Science teachers are in high demand in the Rio Grande Valley, and across the state and the nation. To address the need for qualified teachers, the University of Texas at Austin created UTeach in 1997. It has since expanded to over 30 universities in 16 states. According to the UTeach Institute, 80% of UTeach graduates who enter the teaching profession continue within the profession for at least five years. 32% of these graduates are from underrepresented Hispanic and African American populations.

This program was designed to streamline the process for students to earn a Bachelor of Science degree with a secondary teacher certification (Certified Texas Educator). While completing the program, students will also gain teaching experience with public schools, will find mentorships, and will qualify for scholarships and paid internships, leading to possible job offers locally, statewide, or even nationally upon graduation.

Through partnership with UTPA, which will continue with UTRGV, students can take the first two courses of the UTeach program at South Texas College:

UTCH 1101: Inquiry Approaches to Teaching
UTCH 1102: Inquiry-Based Lesson Design

These courses are taught by UTPA Masters Teachers, available to South Texas College through the grant-funded partnership with UTPA (and to be continued with UTRGV). These Masters Teachers are assisted by Math and Science Student Success Specialists, who provide additional support to UTeach students and visit Math and Science courses to recruit STEM majors interested in a career in STEM education.

Tuition for these first two courses is reimbursed upon completion, and these students are able to transfer to UTPA/UTRGV to complete the UTeach program as part of the baccalaureate degree program.

UTRGV's UTeach Program was projected to become the 2nd largest in the nation, and would offer great benefit to South Texas College STEM graduates pursuing a career in secondary education. South Texas College will track the success of its students through their transition to UTPA/UTRGV through coordination with a UTRGV project evaluator.

b. Report on the December 2014 Graduation

Mr. Matthew Hebbard, Dean of Enrollment Services and Registrar, delivered the December 2014 Graduation Report.

On Sunday, December 14, 2014 792 South Texas College students participated in the College's first December Commencement Ceremony, out of 1556 eligible graduates.

Mr. Hebbard provided graduation and commencement participation statistics by division and by degree, as well as a focused view at the top ten majors of graduating students.

This commencement ceremony was necessary due to the increasing number of South Texas College graduates each year. This December Commencement allowed the College to recognize students who complete their programs in a fall semester and the College is preparing for the logistics of continued December Commencement ceremonies as required.

These items were for the Committee's information and feedback to staff, and no action was taken.

Review and Action as Necessary to Approve Projects for Internal Auditors

Staff requested Board approval of the following projects for Internal Auditor's review for this coming year. The items listed below are the projects being proposed as the next and high-priority assignments for the internal auditors.

- Property Taxes – Internal controls of Hidalgo County and Starr County Tax Assessor-Collectors' tax assessing, collecting, and reporting procedures and processes (pertaining to the College's tax transactions)
- Timeforce Time Keeping System Compliance
- Departmental Fixed Assets
- Student Activities Procedures
- Banner Computer System Security and Access
- Mileage Reimbursement Procedures
- Food Services Department Cash Handling Procedures
- Custodial Services - Work Orders, Purchase Orders, and Inventory
- Surprise Cash Counts – Cashiers Office

The Finance and Human Resources Committee concurred with the list presented by administration, and encouraged administration to prioritize the audit of the Hidalgo County and Starr County Tax Assessor-Collectors' assessment, collection, reporting, and processing of tax transactions with South Texas College.

Burton McCumber & Cortez, L.L.P. have reviewed the following areas during the last three years:

- 2014-2015
  1. Instructional Technologies Inventory (September 2014)
  2. Human Resources - Employment Eligibility Verification Form I-9 (U.S. Citizenship and Immigration Services) (In Progress) (2014)
  3. Fraud Survey (December 2014)
- 2013-2014
  1. Fraud Hotline Calls/Investigations (October 2013)
  2. IT Security and Procedures (September 2013)
  3. Fraud Survey (November 2013)
- 2012-2013
  1. Scholarship Funds (August 2013)
  2. Facilities, Operation & Maintenance – Work orders and Purchase Orders (July 2013)
  3. Financial Aid (May 2013)
  4. Fraud Survey (October 2012)
- 2011-2012
  1. Human Resources and Payroll (October 2011)
  2. Contracts (June 2012)
  3. Red Flag Rules (January 2012)
  4. Continuing Professional and Workforce Education Department (January 2012)
  5. Fraud Survey (November 2011)

The list of Internal Audits conducted in the Period of FY 2003-2004 through FY 2014-2015 follows in the packet for the Board's information and review.

Staff has begun coordinating with the internal auditors at Burton McCumber & Cortez, L.L.P. for the high priority audit of county tax records. With formal Board approval, the auditor will be provided with the ranked list of projects to complete during the remainder of FY 2014-2015.

If the Board approves the development of an in-house internal auditor function, a transition plan would be developed to facilitate a smooth continuance of internal audit services.

The Finance and Human Resources Committee was asked for feedback on the list of proposed internal audits, and no formal action was requested or taken. The prioritized list is presented for Board consideration based upon that feedback.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the prioritized list of projects for internal auditor services as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the prioritized list of projects for internal auditor services as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

Discussion and Action as Necessary on Plan for the Transition of Internal Audit Functions to an In-House Function

Approval of plan for the internal audit function is requested.

As per Board Policy 5460, Internal Audit Function, the College shall maintain an internal audit function to review and appraise business activities, integrity of records, and effectiveness of operations of the College in accordance with the Texas Internal Auditing Act and The Institute of Internal Auditors Standards.

The internal audit functions differ from the external audit function. The external auditor is charged with auditing the College's financial statement and issuing an opinion on the fairness of the financial statements. Although the external audit process ensures that internal controls, processes, guidelines and policies are adequate and in compliance with requirements and policies, the main purpose of the audit performed by the external auditor is to ensure that reporting mechanisms prevent errors in the financial statements. Deficiencies identified by the external auditors are communicated in the form of a management comment letter. Significant deficiencies, however, are reported in the comprehensive annual financial report in order that all users of the financial statements, such as grantors and state and federal agencies are aware of the issues identified.

The function of the Internal Audit process goes beyond financial risks and statements and considers wider issues and all categories of risks and associated management.

The internal audit function at South Texas College has been outsourced for the past eighteen (18) fiscal years.

College administration is recommending transitioning to an in-house internal audit function. This action is recommended in order to increase the number of audits performed annually and to expand the scope of audit coverage to other high-risk areas.

The various advantages of maintaining an in-house internal auditor function were reviewed with the Finance & Human Resources Committee at their January meeting. Mrs. Mary Elizondo, Vice President for Finance and Administrative Services, provided a presentation at the Committee, and a copy of that presentation is included in the packet for the Board's review.

The College administration recommends the following plan in transitioning to an in-house internal audit function.

- The contract with Burton McCumber & Cortez, LLP will be extended for a period of three months after the end of their current contract. The extended period will be from September 2015 through November 2015.

- During the period of January 2015 through November 2015, Burton McCumber & Cortez, LLP will continue to perform internal audits, as approved by the board.

- An Internal Auditor position and a Staff Audit Specialist position will be included in the FY 2015-2016 Staffing Plan and Budget, which begins on September 1, 2015. Budgets for operating, travel, and capital expenses will also be included.

- The Internal Auditor will functionally report to the Board of Trustees and President and administratively to the Vice President for Finance and Administrative Services.

- The Internal Auditor will be expected to follow the provisions of the Texas Internal Auditing Act and comply with the Code of Ethics and the Standards for the Professional Practice of Internal Auditing as promulgated by the Institute of Internal Auditors.

The budget for the in-house internal audit function for the first year is estimated to be $200,000.00, and is attached for the Board's review.

The job descriptions for the Internal Auditor and a staff position follow in the packet.

The Finance and Human Resources Committee supported approval of the development of an Internal Audit Function Plan that facilitates the transfer of out-sourced only internal auditor service to an in-house internal auditor function that can collaborate with contracted partners as necessary. The proposed plan for the transition of internal audit functions as an in-house function is presented for Board review and approval.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the plan for the transition of internal audit functions as an in-house function as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the plan for the transition of internal audit functions as an in-house function as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

Review and Discussion of Internal Audit Function Options

Mary G. Elizondo

Vice President for Finance and Administrative Services

Review and Discussion of Internal Audit Function Options

As per Board Policy 5460, Internal Audit Function, the College shall maintain an internal audit function to review and appraise business activities, integrity of records, and effectiveness of operations of the College in accordance with the Texas Internal Auditing Act and The Institute of Internal Auditors Standards.

Review and Discussion of Internal Audit Function Options

The objective of internal auditing is to assist the administration in the effective discharge of their responsibilities by furnishing objective analyses, appraisals, recommendations, and pertinent comments concerning the activities reviewed.

An internal audit function provides an independent review and appraisal of accounting, financial and other operations of any activity as a service to management.

Review and Discussion of Internal Audit Function Options

The internal audit function at South Texas College has been outsourced for the past eighteen (18) fiscal years.

The Board awarded the last contract for internal auditor services to Burton McCumber & Cortez, LLP at the June 26, 2012 Board of Trustees meeting for:

- One year with two one-year annual renewals.
- The last renewal period began September 1, 2014 and will terminate on August 31, 2015.

Review and Discussion of Internal Audit Function Options

The College's internal auditor's, Burton McCumber & Cortez, LLP, have completed the following number of audits at the following costs in fiscal year 2009-2010 through fiscal year 2013-2014:

Fiscal Year	Number of Audits	Total Annual Cost
FY 2010	6	$54,000
FY 2011	9	$39,478
FY 2012	5	$55,500
FY 2013	4	$23,426
FY 2014	3	$26,765
Average	5	$39,384

Review and Discussion of Internal Audit Function Options

College administration is recommending transitioning to an in-house internal audit function.

This action is recommended in order to increase the number of audits performed annually and to expand the scope of audit coverage to other high-risk areas.

Review and Discussion of Internal Audit Function Options

At the request of the President, administrative staff surveyed other community colleges.

It was noted that the majority of the top ten largest community colleges with the larger operating budgets, $152 million to $382 million, maintain an in-house audit function.

It was also noted that 21 internal audits were performed at Dallas Community College District and 10 internal audits were completed at Alamo Community College District annually.

In addition to the planned audits, the internal audit staff at these colleges assisted in investigations and provided consulting services on other matters.

Review and Discussion of Internal Audit Function Options

Tarrant Community College District's audit plan includes 12 audits and other services, including 1,000 hours to be dedicated to the review of the Texas Administrative Code 202, Information Security Standards, requirements.

Review and Discussion of Internal Audit Function Options

The ten largest community colleges in Texas maintain internal audit services as follows below. Their respective unrestricted fund budgets are also included.

	In-House Internal Auditor	2014-2015 Unrestricted Fund Budget
1	Alamo Community College District	$ 382,958,557
2	Dallas Community College District	379,154,536
3	Houston Community College	306,696,467
4	Lonestar Community College District	316,930,000
5	San Jacinto Community College	152,573,900
6	Tarrant County College	280,662,259

	Outsourced Internal Auditor	2014-2015 Unrestricted Fund Budget
1	Austin Community College	$ 248,379,273
2	Collin Community College	136,229,595
3	El Paso Community College	133,551,956
4	South Texas College	151,285,133

Review and Discussion of Internal Audit Function Options

The internal audit function at other community colleges surveyed was also either in-house or outsourced, with the majority or 71% maintaining the function in-house.

Review and Discussion of Internal Audit Function Options

The advantages of maintaining an in-house internal audit function are as follows:

1- Increased number of audits.
2- Decrease external audit cost.
3- Internal relationships fostered by staff continuity and understanding of the ways in which change is best brought about in the institution.
4- The advantages of being able to assimilate the institution's culture and history in order to fully understand the impact of risk and potential outcomes.

Review and Discussion of Internal Audit Function Options

5- Advantage of understanding the interrelationships between management and the dynamics of the organization.
6- In depth knowledge of the organization's policies and procedures.
7- Specific knowledge of higher education administration, governance and regulatory matters. Also of community colleges accounting procedures, laws, rules and regulations.
8- Ability to quickly respond to management concerns about issues of compliance, allegations of fraud and employee misconduct, or any internal control weaknesses.
9- Ability to provide outreach and training on concepts of internal control and ethical business conduct at no additional cost to the institution.

Review and Discussion of Internal Audit Function Options

10- Retention, access to and ownership of workpapers.

11- Good standing membership in a professional organization such as Association of College and University Auditors.

12- Retention of institutional knowledge for future assignments.

13- In-depth audit of specified area.

14- Able to learn internal computer information system to perform efficient audit procedures.

Review and Discussion of Internal Audit Function Options

The budget for the in-house internal audit function for the first year is estimated to be $200,000.00. This budget includes the cost of hiring an internal auditor and an administrative assistant, and for operating, travel and capital expenses. The current annual budget for internal auditor services is $75,000, however, actual expenditures have averaged $39,384 over the past 5 years.

Review and Discussion of Internal Audit Function Options

Staff is concerned with the low number of audits being conducted on an annual basis and the limited scope of the audits.

In addition, reviews of the status of implementation of prior audit recommendations have not been conducted.

Review and Discussion of Internal Audit Function Options

The Association of College and University Auditors (ACUA), in an Open Letter to the Institute of Internal Auditors, indicated that it believes, that the most appropriate model for higher education institutions is one in which the internal audit function is organizationally based within the institution.

Review and Discussion of Internal Audit Function Options

Questions ?

South Texas College
Classification Description

Title: Internal Auditor
Dept: Internal Audits | **Pay Grade: Administrative Grade E**
Reports to: *Board of Trustees and President (Functionally) | **Salary Range: $80,000 – $140,000**
***VP-FAS (Administratively)**
Date: September 1, 2015 | **FLSA Status: Exempt**

General Statement of Job

To provide independent and objective assurance, consulting services, evaluations, audits, analyses and appraisals designed to add value and improve the College's operations and effectiveness of governance and risk management processes, and internal controls environment.

Specific Duties and Responsibilities

Essential Functions:

1. Carry out independent evaluations, audits, and appraisals of the effectiveness of the policies, rules and procedures through which College financial, physical, Enterprise Risk Management and human resources and other activities are managed and in accordance with the auditing standards, Texas Internal Auditing Act and The Institute of Internal Auditors Standards.

2. Provide management with a comprehensive risk management process to ensure that risks are identified, and evaluate existing internal controls' ability to mitigate the impact and likelihood of occurrence of the identified risks.

3. Maintaining an awareness of changes in operations, regulations and audit practices in order to evaluate effectiveness and efficiency, and advocate and influence the highest standards of ethics, discipline, and professionalism.

4. Research and keep abreast of legislative issues, new audit regulations/trends, new and emerging technologies, tools, and methodology, and elicit information from knowledgeable internal/external sources about areas and functions to evaluate or analyze.

5. Keep management informed of emerging trends and successful practices in auditing and controls testing.

6. Facilitate the formulation of new procedures and organizational changes resulting from audit/consulting engagements and discuss changes in related policies, rules, procedures, and methods.

7. Perform special analyses and reviews, including compliance, instances of alleged

fraud and unethical misconduct. Review and report on the accuracy, timeliness and relevance of the financial and other information that is provided for management.

8. Develop a flexible risk based annual internal audit plan using risk based support models and methodologies, and ensure its full implementation.

9. Approve and oversee audit programs and testing procedures to ensure appropriateness for the areas in scope; fieldwork is within scope constraints and deadlines; identified risks are addressed and adequately provided for; and activities conform to regulation, college policies, departmental procedures, and professional standards.

10. Supervise, hire, evaluate, instruct, delegate duties and tasks, direct, mentor, counsel and monitors the audit staff, and ensure staff compliance with regulations, College policies, deadlines, and auditing standards.

11. Maintain a professional audit staff with sufficient knowledge, training, skills, and experience to meet the requirements of the Internal Audit Charter.

12. Develop and implement fraud and unethical behavior prevention programs driven by risk based support models.

13. Participate in various committees or task forces geared to policy and procedure development and operational improvement.

14. Coordinate coverage with the external auditors, state and federal agencies, and external consultants, and that each party is not only aware of the other's work, but also well briefed on areas of concern to ensure appropriate coverage.

Required Education and Experience

1. Bachelor's Degree in Accounting required. Master's Degree preferred.
2. At least three (5) years of Auditing experience, preferably in a higher education institution.
3. Certified Internal Auditor (CIA) or Certified Public Accountant (CPA) required.

Required Knowledge, Skills and Abilities

1. Handling the demands and requirements of senior-level management in higher education.
2. Auditing standards, techniques, activities, and processes.
3. Risk management and risk assessment.
4. Public accounting and financial rules, laws, standards, and practices.
5. Fraud investigation and detection criteria and strategies.
6. Organizational management and human resources concepts.
7. Effective management and leadership models and techniques.
8. Handling Multiples projects and meeting deadlines.
9. Planning and managing Budgets.
10. Maintaining an established work schedule.
11. Effectively using interpersonal and communications skills including tact and

diplomacy
12. Effectively using organizational and planning skills with attention to detail and follow through.
13. Managing and implementing annual audit plans and processes.
14. Designing internal audit master plan initiatives.
15. Providing management with a comprehensive enterprise risk management process.
16. Coordinating work with external auditors, federal and state agencies, and external consultants.
17. Effectively supervising, leading, and delegating tasks and authority.
18. Maintaining confidentiality of information and materials.

Checks, Certificates, Licenses, and Registrations

1. Certified Internal Auditor (CIA) or Certified Public Accountant (CPA) required.
2. All applicants are subject to a national criminal background check under STC policy.

Physical Requirements

1. Exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
2. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
3. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
4. Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

No person shall be excluded from participation in, denied the benefits of, or be subject to discrimination under any program or activity sponsored or conducted by South Texas College on the basis of race, color, national origin, religion, sex, age, veteran status, or disability.

Position #

South Texas College
Classification Description

Title: Staff Audit Specialist
Dept: Internal Audits | **Pay Grade: P/T NE Grade B**
Reports to: Internal Auditor | **Salary Range: $29,000 - $50,750**
Date: September 1, 2015 | **FLSA Status: Non-Exempt**

General Statement of Job

To coordinate and execute the annual audit plan and audit activities, coordinate risk assessment processes; perform administrative tasks related to the Internal Audit operations and effectiveness of governance and risk management processes, and internal controls environment

Specific Duties and Responsibilities

Essential Functions:

1. Coordinates audit activities in accordance with applicable laws, college policies, Texas Internal Auditing Act and the Institution of Internal Auditors Standards.
2. Assists in identifying the audit population; assists in designing audit programs for scheduled areas of risk; assists with coordinating the Enterprise Risk Management (ERM) process.
3. Provides assistance in planning, designing, scheduling, and implementing training sessions initiated by the Office of Internal Audit.
4. Coordinates administrative support in relation to the completion of audit files, ordering and purchasing office supplies and equipment, processing approved internal budget transfers, and other administrative tasks as required.
5. Coordinates with various departments requesting auditing consulting services.
6. Provides assistance with the investigation of alleged fraud and material misconduct.
7. Assists with planning the internal audit Master Plan initiatives as required.
8. Serves on shared governance committees or boards as required.

Required Education and Experience

1. Bachelor's Degree in Accounting, Business, or Finance.
2. At least three (2) years of accounting or audit work experience.

Required Knowledge, Skills and Abilities

1. Audit standards, methods, activities and processes.
2. Public accounting and financial rules, laws, standards, and practices.
3. Records and supporting documentation utilized in audit processes.
4. General processes in relation to fraud investigation and risk management.
5. Maintaining an established work schedule.
6. Effectively using interpersonal and communications skills including tact and diplomacy.
7. Effectively using organizational and planning skills with attention to detail and follow through.
8. Coordinating audit activities, records, and documentation.
9. Complying with applicable laws, policies and standards in relation to audits.
10. Coordinating with departments that request consulting services.
11. Providing general administrative support.
12. Maintaining confidentiality of information and materials.

Checks, Certificates, Licenses, and Registrations

1. All applicants are subject to a national criminal background check under STC policy.

Physical Requirements

1. Exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
2. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
3. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
4. Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

No person shall be excluded from participation in, denied the benefits of, or be subject to discrimination under any program or activity sponsored or conducted by South Texas College on the basis of race, color, national origin, religion, sex, age, veteran status, or disability.

Position #

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

Approval of the following proposal awards, purchases, and renewals is requested.

There were three computers added to Purchasing item #3 below (highlighted) after review by the Finance and Human Resources Committee, increasing the total by $2,063.94. These computers will be used by the Financial Aid staff, as detailed below.

1) Audio Visual Equipment and Parts (Award)
Award the proposal for audio visual equipment and parts at a total cost of $21,805.66 as follows:

#	Vendor	Project	Amount
1	Audio Visual Aids, Corp. (San Antonio, TX)	Pecan Campus Portable Building 14B	$13,661.00
2	Aisys Consulting, LLC. (McAllen, TX)	Pecan Campus Student Services Building Modifications	$8,144.66

The audio visual equipment and parts will be used for the following projects:

- Project 1: The audio visual equipment will be used to equip a training center for Instructional Technologies' installation team and department staff.
- Project 2: The audio visual equipment will be used to complete the Pecan Campus Building K modifications for Student Services.

Proposal documents were advertised on November 17, 2014 and November 24, 2014 and issued to six (6) vendors. Two (2) responses were received on December 3, 2014 and reviewed by Instructional Technologies and the Purchasing Department.

Funds for this expenditure are budgeted in the Instructional Technology Maintenance & Replacement and Construction-Pecan Student Services Building Modifications-Technology budgets for FY 2014-2015.

2) Nursing and Allied Health Programs Equipment and Supplies (Award)
Award the proposal for nursing and allied health equipment programs and supplies for the period beginning April 21, 2015 through April 20, 2016, at an estimated cost of $165,000.00 with the following vendors:

- Henry Schein, Inc. (Irma, SC)
- Lee's Pharmacy & Medical Equipment (McAllen, TX)
- Meadows Medical (Quogue, NY)

- Med One Equipment Services (Sandy, UT)
- Moore Medical, LLC. (Farmington, CT)
- Enterprise, Inc./dba Pocket Nurse (Monaca, PA)
- Southeastern Emergency Equipment (Youngsville, NC)

The nursing and allied health equipment and supplies will be used for student instruction in the various nursing and allied health programs in the Division of Nursing and Allied Health.

The following items were purchased by the various nursing and allied health instructional programs in FY 2013-2014 and FY 2014-2015:

#	Program	Equipment and Supplies	Vendor
1	All Nursing and Allied Health Programs	Gloves, Masks, Needles, Lancets, Urine Test, Underpads, Disposable Washclothes, Medicine Cups, Graduated Measuring Containers, Gowns, Shoe Covers, Catheters, Alcohol Pads, Sponges, Tubes, Electrode Tabs, EKG Rulers, Towelettes, Pulse Oximeters, Syringes, Valve Replacements and Arm Kits	Henry Schein, Inc.
2	EMT Program	Oxygen	Lee's Pharmacy & Medical Equipment
3	Respiratory Therapy & Vocational Nursing	Neonatal Simulator, Headwall Packages, and Mobil Stands	Meadows Medical
4	Various Programs	Infusion and Syringe Pumps	Med One Equipment
5	All Nursing and Allied Health Programs	Gloves, Mock Meds, Sponges, Gauze, Tape, Lancets, Probe & Well Oral Kit, Probe Covers, Thermometers, Alcohol Pads, Gowns, Lab Coats, Dressing, Germ Gel Kits, Tracheostomy Care Set and Airway Color Kit	Moore Medical

#	Program	Equipment and Supplies	Vendor
6	Associate Degree Nursing, Vocational Nursing, and Medical Assistant Technology	Gowns, Face Masks, Emergency Eye Wash Refill, Needles, Needle Syringe, Suction Catheter Kit, Tracheostomy Care Kit, Wound Drainage Suction Reservoir, Medicine Cup, Gloves, Lab Jackets, Swab Sticks, Alcohol Pads, Tongue Depressors, Abdominal Binders, Dressing Change Trays, Gastric Sump Tube, Irrigation Trays, Foley Trays, Ostomy Pouches, Enema Bag Sets, Particulate Respirator, Irrigation Solutions, Scrub Brushes, Shoe Covers, Caps, Skin Replacement for Arms, Specimen Cups, Suture Removal Kits, Vent Mask Kits, Nebulizers, Patient Belongings Bags, IV Start Kits, Glucose Test Strips, Specimen Transport Bags, Retractable Tape Measures, Disposable Towels, Table Top 2 Hook IV Stands, Labeled Sundry Jars Plastics, Collection Tubes, Obstetrical Towelettes, IV Poles, Urine Meter w/Bag, Lubricating Jelly, Thermometers, Probe Covers, Over Bed Table, Pillow Cases, Umbilical Cord Clamps, Bandage Strips, Guaze Sponges, Dressing, IV Catheters, Arterial Stick Arm Replacements, Blood Pressure Cuffs, Bed Pads, Patient Bracelets, Anti Embolism Stockings, Arm Slings, and Bath Kits	Enterprise, Inc./dba Pocket Nurse

#	Program	Equipment and Supplies	Vendor
7	EMT and Vocational Nursing	CPR Practice Valves, AED Trainers, Defib Pads, Tapes, Suction Canisters, Blood Pressure Cuffs, Head Immobilizers, Skin Replacement Kits, Stethoscopes, Bandages, Catheter IV, IV Sets, O2 Cylinders, Gloves, Masks, Airway Holders, Trauma Dressings, Compresses, Splints, Needles, Manikin Skins, O2 Masks and Syringes	Southeastern Emergency Equipment

Proposal documents were advertised on December 1, 2014 and December 8, 2014 and issued to thirteen (13) vendors. Six (6) responses were received on December 16, 2014 and reviewed by the Purchasing Department.

Funds for this expenditure are budgeted in the Vocational Nursing, Associate Degree Nursing, Patient Care Assistant, Respiratory Therapy, Medical Assistant Technology, Pharmacy Technology Program and Emergency Medical Technician budgets for FY 2014-2015.

3) Computers and Tablets (Purchase)
Purchase of computers and tablets from the State of Texas Department of Information Resources (DIR) approved vendor Dell Marketing, LP. (Dallas, TX) and from the National Joint Powers Alliance approved vendor CDW Government (Vernon Hills, IL), in the total amount of $88,902.56.

All purchase requests for computers and tablets have been evaluated by Technology Resources and the Chief Information Officer. An itemized list with justification is included for your review and information.

The purchases can be summarized as follows:

- Staff-Use Computers
  - ⇒ 6 Computers for Admin Allowance – Pell (Financial Aid)
  - ⇒ 8 Computers for Continuing Professional and Workforce Education
  - ⇒ 1 Computer for Chemistry Program
  - ⇒ 1 Computer for Risk Management
  - ⇒ 1 Computer for Grant Development Compliance
  - ⇒ 2 Computers for Research and Analytical Services
  - ⇒ 3 Computers for Admin Allowance – Pell (Financial Aid) – added after Finance and Human Resources Committee reccomendation

- Faculty-Use Computers
  - ⇒ 1 Computer for College Success Healthcare
  - ⇒ 1 Computer for Mathematics Program
  - ⇒ 3 Computers for Accounting Program

- Student Lab-Use Computers
  ⇒ 19 Computers for Technology Renewal Fund

- Staff-Use Tablets
  ⇒ 1 Tablet for Mathematics Program
  ⇒ 2 Tablets for Professional Development
  ⇒ 3 Tablets for Dual2Degree
  ⇒ 1 Tablet for Business Office
  ⇒ 1 Tablet for Admissions and Records
  ⇒ 3 Tablets for MV Childcare and Development Program

- Faculty-Use Tablets
  ⇒ 7 Tablets for Chemistry Program
  ⇒ 3 Tablets for Engineering Program

Funds for these expenditures are budgeted in the requesting department budgets for FY 2014-2015 as follows: Admin Allowance – Pell (Financial Aid), CPWE, Chemistry, Risk Management, Grant Development Compliance, Research and Analytical Services, College Success Healthcare, Mathematics, Accounting, Technology Renewal Fund, Professional Development, Dual2Degree, Business Office, Admissions and Records, MV Childcare and Development, and Engineering.

4) Security Appliance Hardware and Services (Purchase)
Purchase security appliance hardware and services from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of $120,790.94.

The security appliance hardware and services are necessary to support the planned bandwidth increase for this fiscal year and provide adequate capacity for future bandwidth increase. It will strengthen the College's security posture and will improve operational efficiency and service College wide. This hardware will replace the current hardware that is at its end-of-life.

Funds for this expenditure are budgeted in the South Texas College in Focus grant and Information Security budgets for FY 2014-2015.

5) Servers (Purchase)
Purchase servers from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of $55,919.89.

The six (6) servers will be used as follows: four (4) of the servers will replace existing end-of-life servers, one (1) will increase the college's data storage capacity, and one (1) is to provide a testing environment for any database upgrades prior to applying them to production.

Funds for this expenditure are budgeted in the Infrastructure budget for FY 2014-2015.

6) Collaboration Software Agreement (Renewal)
Renew the collaboration software agreement with Huddle, Inc. (San Francisco, CA) a sole source vendor, for the period beginning September 1, 2014 through August 31, 2015, at a total cost of $11,428.57.

The collaboration software allows tracking and management of Public Relations and Marketing projects, share assets, collaborates online, establish a workflow for approvals and run reports of all activities. It also provides online file sharing and management, collaboration via discussions, comments and whiteboards, real-time collaboration with online meeting functionality, task management, security, mobile apps and integration. These features are required because as our office grows in size and scope it is important to be able to track and manage all projects.

Funds for this expenditure are budgeted in the Public Relations and Marketing budget for FY 2014-2015.

7) Training Services for Dental Assisting and Dialysis Technician (Renewal)
Renew the contract for training services for dental assisting and dialysis technician with Condensed Curriculum International (Fairfield, NJ) for the period beginning February 1, 2015 through January 31, 2016, at a commission of 20% - 35% depending on the number of students per class.

The training services for dental assisting and dialysis technician will prepare participants for jobs in these demand fields. These training services are provided through South Texas College's Department of Continuing Professional and Workforce Education.

The Board awarded the contract for training services for dental assisting and dialysis technician at the January 29, 2013 Board of Trustees meeting for one year with two one-year options to renew. The last renewal period begins February 1, 2015 through January 31, 2016.

The vendor has complied with all the terms and conditions of the contract and services have been satisfactory.

Recommendation:

The proposal awards, purchases, and renewals listed below have been revised from the Finance and Human Resources Committee recommendation, and now include three additional computers for use by Financial Aid staff, as itemized in item #3 above and at an increased cost of $2,063.94:

1) **Audio Visual Equipment and Parts (Award):** award the proposal for audio visual equipment and parts at a total cost of $21,805.66 as follows:

#	Vendor	Project	Amount
1	Audio Visual Aids, Corp. (San Antonio, TX)	Pecan Campus Portable Building14B	$13,661.00
2	Aisys Consulting, LLC. (McAllen, TX)	Pecan Campus Student Services Building Modifications	$8,144.66

2) **Nursing and Allied Health Equipment and Supplies (Award):** award the proposal for nursing and allied health equipment and supplies for the period beginning April 21, 2015 through April 20, 2016, at an estimated cost of $165,000.00 with the following vendors:
   - Henry Schein, Inc. (Irma, SC)
   - Lee's Pharmacy & Medical Equipment (McAllen, TX)
   - Meadows Medical (Quogue, NY)
   - Med One Equipment Services (Sandy, UT)
   - Moore Medical, LLC. (Farmington, CT)
   - Enterprise, Inc./dba Pocket Nurse (Monaca, PA)
   - Southeastern Emergency Equipment (Youngsville, NC)
3) **Computers and Tablets (Purchase):** purchase of computers and tablets from the State of Texas Department of Information Resources (DIR) approved vendors Dell Marketing, LP. (Dallas, TX) and from the National Joint Powers Alliance approved vendor CDW Government (Vernon Hills, IL) in the total amount of $88,902.56;
4) **Security Appliance Hardware and Services (Purchase):** purchase a security appliance hardware and services from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of $120,790.94;
5) **Servers (Purchase):** purchase servers from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of $55,919.89;
6) **Collaboration Software Agreement (Renewal):** renew the collaboration software agreement with Huddle, Inc. (San Francisco, CA), a sole source vendor, for the period beginning September 1, 2014 through August 31, 2015, at a total cost of $11,428.57;
7) **Training Services for Dental Assisting and Dialysis Technician (Renewal):** renew the contract for training services for dental assisting and dialysis technician with Condensed Curriculum International (Fairfield, NJ) for the period beginning February 1, 2015 through January 31, 2016, at a commission of 20% - 35% depending on the number of students per class.

SUMMARY TOTAL:
The total for all proposal awards, purchases, and renewals is $463,847.62.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the proposal awards, purchases, and renewals as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

Review and Action as Necessary to Revise Policy #3210: Resident Status for Students

Approval to revise Policy #3210: Resident Status for Students is requested.

Request for the revision to the policy is necessary for the following reasons:

- Comply with requirements from the Texas Higher Education Coordinating Board (THECB) regarding waivers and exemptions for residential tuition determination.

- Clarify that the College complies with all waivers and exemption programs for military personnel and their dependents.

The revised policy follows in the packet for the Board's information and review. The additions to the policy are highlighted in yellow and the deletions are designated with a strikeout.

The Finance and Human Resources Committee recommended Board approval of the proposed revisions to Policy #3210: Resident Status for Students as presented and which supersedes any previously adopted Board policy.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the proposed revisions to Policy #3210: Resident Status for Students as presented and which supersedes any previously adopted Board policy.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the proposed revisions to Policy #3210: Resident Status for Students as presented and which supersedes any previously adopted Board policy.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

MANUAL OF POLICY

Title	**Resident Status for Students**	**3210**
Legal Authority	**Approval of the Board of Trustees**	
Date Approved by Board	**Board Minute Order Dated November 9, 1995** **As Amended by Board Minute Order dated February 13, 1997** **As Amended by Board Minute Order dated July 28, 2005** ***As Amended by Board Minute Order dated January 27, 2015***	**Page 1 of 2**

It is the policy of South Texas College that proof of residency must be provided at the time of application to the College. Students are also required to sign an oath of residency. Any violation of residency rules will result in disciplinary action. Students must have continuously lived in the state of Texas for a minimum of 12 months prior to registration to be considered for Texas resident tuition rates. For purposes of determining residency, the College complies with all applicable State and Federal regulations, as well as with the Texas Higher Education Coordinating Board recommendations. Students from out of state as defined by the above-cited guidelines must pay non-resident tuition.

To be classified as a Texas resident, a student must prove Texas residency for the 12 months immediately prior to the date of enrollment for the given semester with one or more of the following documents:

- Texas high school transcript (showing attendance for the last 12 months);
- Texas college or university transcript (showing attendance for the last 12 months);
- Texas voter registration (at least one year old);
- Permanent Texas driver's license (at least one year old);
- Statement of employment from Texas employer for last 12 months;
- Texas lease agreement for the last 12 months;
- Canceled checks from a Texas bank for the last 12 months;
- Texas utility bills for the last 12 months;
- Other third party documentation

To claim dependent residence status, a student must provide a copy of the parents' IRS 1040 (federal income tax return) with the parents' residence listed.

Texas Resident Students have two classifications – those that live within the South Texas College District and those who live outside the district. The South Texas College District includes all of Hidalgo and Starr Counties *and complies with waivers and exemption programs as allowed per Texas state statutes and regulations*.

Persons, and their dependents, who do not live in the college district but who own property which is subject to ad valorem taxation by the College's taxing district, are also classified as In-District students. Evidence of ownership of such property shall be a current certificate of payment provided by the Tax-Assessor Collector of either Starr or Hildalgo Counties. It must be submitted with the application for admission to the College

and will be retained by the College. This evidence must be re-submitted annually. Dependents of property owners must submit a copy of the prior year's income tax form listing the student as a dependent. Foreign students are not eligible for the waiver.

The student is responsible for registering under the proper residence classification and for providing appropriate documentation as required by the College.

When completing the oath of residency portion of an application for admission process, the student is responsible for registering under the proper residence classification and for providing documentation as required by the College. If there is any question as to right to classification as a resident of the South Texas College district, it is the student's obligation, prior to or at the time of enrollment, to raise the question with the administrative officials of the College for official determination. Students classified as Texas and In-District residents must affirm the correctness of that classification as part of the admissions procedure. If the student's classification as a resident becomes inappropriate for any reason, it is the responsibility of the student to notify the proper administrative officials. Failure to notify the institution constitutes a violation of the oath of residency.

A student classified as a non-resident (out of state or international) is one who has not lived in Texas for the 12 months immediately prior to the date of enrollment. Aliens who live in this country under a visa permitting permanent residence or who have filed a declaration of intent to become a citizen with the proper federal immigration authorities have the same privilege of qualifying for resident status as a citizen of the United States.

All documentation must show the student's name and address.

Review and Action as Necessary to Revise Policy #4313: Family and Medical Leave

Approval to revise Policy #4313: Family and Medical Leave is requested.

The policy requires revisions to comply with requirements of Family and Medical Leave and to clarify the method used to define the 12-month period for specified family and medical reasons.

Revisions to the policy are necessary for the following reasons:

- To clarify a "rolling" 12-month period measured backward – 12-month period measured backward from the date an employee uses any FMLA leave as the established method the College utilizes in establishing the 12 month period.
- To clarify intermittent leave may be taken after the birth of a child.
- To clarify reason eligibility for leave for a son or daughter over the age of 18.
- To document appropriate relationships.

The revised policy follows in the packet for the Board's information and review. The additions to the policy are highlighted in yellow and the deletions are designated with a strikeout.

The revised policy has been reviewed by staff, the President's Cabinet, and by South Texas College's legal counsel.

The Finance and Human Resources Committee recommended Board approval of the proposed revisions to Policy #4313: Family and Medical Leave as presented and which supersedes any previously adopted Board policy.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the proposed revisions to Policy #4313: Family and Medical Leave as presented and which supersedes any previously adopted Board policy.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the proposed revisions to Policy #4313: Family and Medical Leave as presented and which supersedes any previously adopted Board policy.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

Title	**Family and Medical Leave**	**4313**
Legal Authority	**73rd Texas Legislature, Federal Family And Medical Leave Act of 1993, National Defense Authorization Act for FY 2008 Approval of the Board of Trustees**	**Page 1 of 9**
Date Approved by Board	**Board Minute Order dated November 9, 1995** **As Amended by Board Minute Order dated September 18, 2008** **As Amended by Board Minute Order dated November 26, 2013** ***As Amended by Board Minute Order dated January 27, 2015***	

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 to a total of 12 weeks of leave during ~~any~~ *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.

~~Strikethrough denotes deletion~~
Italics denote addition

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 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 ~~for~~ 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.

~~Strikethrough denotes deletion~~
Italics denote addition

(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 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.

(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 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 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.).

"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~~(c)~~ (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~~(c)~~ (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.

~~Strikethrough denotes deletion~~

Italics denote addition

A child under 18 years of age is a "son or daughter" under the FMLA without regard to 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~~(c)~~ (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~~(c)~~ (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.*

~~(1) has a disability as defined by the ADA;~~
~~(2) is incapable of self-care due to that disability;~~
~~(3) has a serious health condition; and~~
~~(4) is in need of care due to the serious health condition~~

~~It is only when all four requirements are met that an eligible employee is entitled to FMLA-protected leave to care for his or her adult son or daughter.~~

"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.*

~~Strikethrough denotes deletion~~
Italics denote addition

Review and Action as Necessary on Student Tuition and Fees Schedule for FY 2015-2016

Approval of revisions to the Student Tuition and Fees Schedule for FY 2015-2016 is requested.

The recommended changes for FY 2015-2016 are as follows:

- Reduce Resident and Non-Resident Tuition as follows:

RESIDENT TUITION - IN-DISTRICT HIDALGO & STARR COUNTIES:				
• In-District **1 credit hour**	from	$135.00	to	$100.00
• In-District **2 credit hours**	from	110.00	to	100.00
RESIDENT TUITION – OUT OF DISTRICT-OTHER TEXAS COUNTIES:				
• Out of District **1 credit hour**	from	$164.50	to	$125.00
• Out of District **2 credit hours**	from	132.00	to	125.00
NON-RESIDENT TUITION – OUT OF STATE/INTERNATIONAL:				
• Out of State/International **1 credit hour**	from	$200.00	to	$200.00
• Out of State/International **2 credit hours**	from	172.00	to	100.00
• Out of State/International **3 credit hours**	from	138.00	to	100.00
• Out of State/International **4-5 credit hours**	from	122.00	to	100.00
• Out of State/International **6-8 credit hours**	from	114.00	to	100.00
• Out of State/International **9-11 credit hours**	from	106.00	to	100.00
• Out of State/International **12-21credit hours**	from	105.00	to	100.00

- Add a Differential Tuition for Chemistry of $10.00 per credit hour
- Add a Differential Tuition for Physics of $10.00 per credit hour
- Add a Differential Tuition for Astronomy of $10.00 per credit hour
- Change the wording on the Differential Tuition for Radiologic Technology
  ⇒ Radiologic Technology/Sonography
- Change the wording on the Workforce/Continuing Education Tuition as follows:
  ⇒ Workforce/Continuing Education Tuition per contact hour ~~and~~ or variable tuition
- Change the wording on the Mandatory Fees for the Registration Fee as follows:
  ~~Enrollment Fees~~ Registration Fee:
  ⇒ If registered and paid or registered and financial aid processed <u>BEFORE</u> August 1st, January 1st, May 15th and June 15th
  Or
  Registration Fee After Deadline:

⇒ If registered and paid or financial aid processed ON or AFTER August 1st, January 1st, May 15th and June 15th

- Increase Information Technology Fee per credit hour from $20.00 to $22.00
- Increase Learning Support Fee per credit hour from $13.00 to $15.00
- Add Student Activity Fee of $2.00 per credit hour
- Change the Course Repeat Fee per credit hour as follows:
  ⇒ Delete First repeat (Excludes Developmental) of $50.00
  ⇒ Delete Second repeat (Includes Developmental) of $75.00
  ⇒ Increase Third or more repeat (Includes Developmental) from $100.00 to $125.00
- Add "VCT Course" to wording on the following:
  ⇒ Electronic Distance Learning/VCT Course Fee per credit hour
- Add Fire Academy Fees as follows:
  ⇒ Gear Rental Fee of $280/ 4 weeks
  ⇒ Self-Contained Breathing Apparatus Fee of $360/Semester
  ⇒ Testing Fee of $85.00
- Delete NAH Student Clinical Data Fee per year of $60.00
- Increase the Third Parking Permit Violation from $70.00 to $80.00
- Increase the Fourth Parking Permit Violation from $90.00 to $100.00
- Increase the Fifth Parking Permit Violation from $110.00 to $120.00
- Increase the Third Moving Traffic Violation Fee from $70.00 to $90.00
- Delete "and Preparation" from the wording on the following
  ⇒ TSI Assessment Reservation ~~and Preparation~~ Fee
- Add "Three" to wording on the following
  ⇒ TSI Assessment Exam - All Three Exams
- Add TSI Assessment Exam Retesting Fee – All Three Exams of $29.00
- Add TSI Assessment Exam Fee – Retesting Reading only of $10.00
- Add TSI Assessment Exam Fee – Retesting Writing only of $10.00
- Add TSI Assessment Exam Fee – Retesting Math only of $10.00
- Delete the Wellness Center Student Membership Fee per semester (may be prorated) of $72.00
- Change the wording on the Student Insurance Fee as follows:
  ⇒ Student Insurance Fee (voluntary) – ~~Contact Cashier's Office~~ Fee is paid to approved insurance carrier. Subject to change.

The Student Tuition and Fees Schedule for FY 2015-2016 follows in the packet for the Board's information and review. The revisions are highlighted in yellow.

The Finance and Human Resources Committee recommended Board approval of the Student Tuition and Fees Schedule for FY 2015-2016 as presented.

Recommendation:

It is recommended that the Board of Trustees of South Texas College approve and authorize the Student Tuition and Fees Schedule for FY 2015-2016 as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:

The Board of Trustees of South Texas College approves and authorizes the Student Tuition and Fees Schedule for FY 2015-2016 as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

SOUTH TEXAS COLLEGE

PROPOSED STUDENT TUITION AND FEES FOR FY 2015-2016

	Board Approved FY 2013-2014	Board Approved FY 2014-2015	Proposed for FY 2015-2016
RESIDENT TUITION -IN-DISTRICT HIDALGO & STARR COUNTIES:			
• In-District **1 credit hour**	135.00	135.00	100.00
• In-District **2 credit hours**	110.00	110.00	100.00
• In-District **3 credit hours**	88.00	88.00	88.00
• In-District **4-5 credit hours**	78.00	78.00	78.00
• In-District **6-8 credit hours**	73.00	73.00	73.00
• In-District **9-11 credit hours**	68.00	68.00	68.00
• In-District **12-21 credit hours**	67.00	67.00	67.00
RESIDENT TUITION –OUT OF DISTRICT-OTHER TEXAS COUNTIES:			
• Out of District **1 credit hour**	164.50	164.50	125.00
• Out of District **2 credit hours**	132.00	132.00	125.00
• Out of District **3 credit hours**	103.40	103.40	103.40
• Out of District **4-5 credit hours**	90.40	90.40	90.40
• Out of District **6-8 credit hours**	83.90	83.90	83.90
• Out of District **9-11 credit hours**	77.40	77.40	77.40
• Out of District **12-21credit hours**	76.10	76.10	76.10
NON-RESIDENT TUITION – OUT OF STATE/INTERNATIONAL			
• Out of State/International **1 credit hour**	202.00	200.00	200.00
• Out of State/International **2 credit hours**	0.00	172.00	100.00
• Out of State/International **3 credit hours**	0.00	138.00	100.00
• Out of State/International **4-5 credit hours**	0.00	122.00	100.00
• Out of State/International **6-8 credit hours**	0.00	114.00	100.00
• Out of State/International **9-11 credit hours**	0.00	106.00	100.00
• Out of State/International **12-21credit hours**	0.00	105.00	100.00
DIFFERENTIAL TUITION PER CREDIT HOUR:			
Biology	10.00	10.00	10.00
Chemistry	0.00	0.00	10.00
Physics	0.00	0.00	10.00
Astronomy	0.00	0.00	10.00
3000/4000 level courses	30.00	30.00	30.00
Associate Degree Nursing	50.00	50.00	50.00
EMT	35.00	35.00	35.00
Occupational Therapy Assistant	40.00	40.00	40.00
Patient Care Assistant	20.00	20.00	20.00
Pharmacy Tech	40.00	40.00	40.00
Physical Therapist Assistant	40.00	40.00	40.00
Radiologic Technology/Sonography	40.00	40.00	40.00
Respiratory Therapy	40.00	40.00	40.00
Vocational Nursing	50.00	50.00	50.00

SOUTH TEXAS COLLEGE

PROPOSED STUDENT TUITION AND FEES FOR FY 2015-2016

	Board Approved FY 2013-2014	Board Approved FY 2014-2015	Proposed for FY 2015-2016
BACHELOR OF APPLIED SCIENCE IN ORGANIZATIONAL LEADERSHIP TUITION:			
Bachelor of Applied Science in Organizational Leadership Competency-Based Format For Seven Week Term	750.00	750.00	750.00
WORKFORCE/CONTINUING EDUCATION TUITION AND FEES:			
Workforce/Continuing Education Tuition per contact hour or variable tuition	6.00 or variable tuition	6.00 or variable tuition	6.00 or variable tuition
Workforce/Continuing Education Late Registration Fee	10.00	10.00	10.00
Continuing Education Installment Plan Fee	5.00	5.00	5.00
Continuing Education Installment Plan Late Payment Fee	10.00	10.00	10.00
Workforce/Continuing Education, Conferences/Seminars/ Summer Camps /Workshops/Customized Training/ Other Training Activities and Events	Recovery of costs and processing fees to be negotiated	Recovery of costs and processing fees to be negotiated	Recovery of costs and processing fees to be negotiated
DUAL ENROLLMENT TUITION AND FEES:			
Adjusted Tuition Rate per credit hour for in-district dual enrollment students attending STC independent of their school's participation	50.00	50.00	50.00
Adjusted Tuition Rate per credit hour for out-of-district dual enrollment students attending STC independent of their school's participation	0.00	78.00	78.00
Dual Credit Late Processing Fee per course per student	150.00	150.00	150.00
MANDATORY FEES:			
Registration Fee: • **If registered and paid or registered and financial aid processed BEFORE August 1st, January 1st, May 15th and June 15th**	90.00	90.00	90.00
Or			
Registration Fee After Deadline: ▪ **If registered and paid or financial aid processed ON or AFTER August 1st, January 1st, May 15th and June 15th**	150.00	150.00	150.00
Information Technology Fee per credit hour	18.00	20.00	**22.00**
Learning Support Fee per credit hour	13.00	13.00	**15.00**
Student Activity Fee per credit hour	**0.00**	**0.00**	**2.00**
COURSE FEES:			
Lab Fee per lab credit hour for applicable courses with labs	24.00	24.00	24.00
Course Repeat Fee per credit hour			
• First repeat (Excludes Developmental)	50.00	50.00	**0.00**
• Second repeat (Includes Developmental)	75.00	75.00	**0.00**
• Third or more repeat (Includes Developmental)	100.00	100.00	**125.00**
Developmental Studies Fee	50.00	50.00	50.00
Electronic Distance Learning/**VCT Course** Fee per credit hour	26.00	15.00	15.00

	Board Approved FY 2013-2014	Board Approved FY 2014-2015	Proposed for FY 2015-2016
Hybrid Course Fee per credit hour	5.00	5.00	5.00
Fire Academy Fees:			
• **Gear Rental**	**0.00**	**0.00**	**$280/4 weeks**
• **Self-Contained Breathing Apparatus**	**0.00**	**0.00**	**$360/Semester**
• **Testing**	**0.00**	**0.00**	**85.00**
NAH and Other Course Fees: *Liability Insurance/Exams/Booklets/ Badges/ Special Program ID/Certificates/Pinning Ceremony/Other Activities*	Recovery of costs and processing fees	Recovery of costs and processing fees	Recovery of costs and processing fees
~~NAH Student Clinical Data Fee per year~~	60.00	60.00	0.00
Physical Education Special Activity Fee per course	55.00	55.00	55.00
LIBRARY FEES:			
Lost or Damaged Library Item	Cost of item plus processing fee	Cost of item plus processing fee	Cost of item plus processing fee
Lost or Damaged Library Item Processing Fee	30.00	30.00	30.00
Overdue Library Book/Media Fee per day	0.25	0.25	0.25
Overdue Library Reserve Item per hour	1.00	1.00	1.00
Overdue Library Equipment per day	1.00	1.00	1.00
Overdue Inter-Library Loan or TexShare Item per day	Fine as assessed and charged by lending library	Fine as assessed and charged by lending library	Fine as assessed and charged by lending library
Lost or Damaged Inter-Library Loan or TexShare Item per day	Fine and/or replacement cost as assessed and charged by lending library	Fine and/or replacement cost as assessed and charged by lending library	Fine and/or replacement cost as assessed and charged by lending library
INSTALLMENT PLAN/EMERGENCY LOAN FEES:			
Installment Plan Fee	30.00	30.00	30.00
Installment Plan Late Payment Fee	30.00	30.00	30.00
Emergency Loan Late Payment Fee	30.00	30.00	30.00
PARKING/MOVING TRAFFIC VIOLATIONS FEES:			
Parking Permit Fee	25.00	25.00	25.00
Parking Permit Replacement Fee	25.00	25.00	25.00
Parking Permit Violations:			
First	30.00	30.00	30.00
Second	50.00	50.00	50.00
Third	70.00	70.00	80.00
Fourth	90.00	90.00	100.00
Fifth	110.00	110.00	120.00
Handicap Parking Violations	150.00	150.00	150.00

	Board Approved FY 2013-2014	Board Approved FY 2014-2015	Proposed for FY 2015-2016
Moving Traffic Violations:			
First	30.00	30.00	30.00
Second	50.00	50.00	50.00
Third	70.00	70.00	90.00
Vehicle Boot Removal Fee	100.00	100.00	100.00
TESTING FEES:			
Collegiate Assessment of Academic Proficiency (CAAP) Exam Fee	50.00	50.00	50.00
Credit By Examination	Tuition	Tuition	Tuition
GED Exam Fee (All Five Exams-Package Rate)	Students will register and pay fees to **Pearson VUE** for GED on-line testing services and subject to change.	Students will register and pay fees to **Pearson VUE** for GED on-line testing services and subject to change.	Students will register and pay fees to **Pearson VUE** for GED on-line testing services and subject to change.
• GED Exam Fee – Writing only			
• GED Exam Fee – Reading only			
• GED Exam Fee – Mathematics only			
• GED Exam Fee – Science only			
• GED Exam Fee – Social Studies only			
GED Retest Exam Fees:			
• GED Retest Exam Fee – Writing only			
• GED Retest Exam Fee – Reading only			
• GED Retest Exam Fee – Mathematics only			
• GED Retest Exam Fee – Science only			
• GED Retest Exam Fee – Social Studies only			
TSI Assessment Reservation ~~and Preparation~~ Fee	25.00	25.00	25.00
TSI Assessment **Exam - All Three Exams**	29.00	29.00	29.00
• TSI Assessment Exam Fee – Reading only	10.00	10.00	10.00
• TSI Assessment Exam Fee – Writing only	10.00	10.00	10.00
• TSI Assessment Exam Fee – Math only	10.00	10.00	10.00
TSI Assessment Exam Retesting Fee - All Three Exams	**29.00**	**29.00**	**29.00**
• **TSI Assessment Exam Fee – Retesting Reading only**	**10.00**	**10.00**	**10.00**
• **TSI Assessment Exam Fee – Retesting Writing only**	**10.00**	**10.00**	**10.00**
• **TSI Assessment Exam Fee – Retesting Math only**	**10.00**	**10.00**	**10.00**
CHILD DEVELOPMENT CENTER FEES:			
Tuition fee per week	120.00	120.00	120.00
Registration Fee:			
• Fall and Spring Semesters	40.00	40.00	40.00
• Summer Session	20.00	20.00	20.00
Late Pick-up Fee	$5/first 5 minutes and $1/ea. add'l. minute	$5/first 5 minutes and $1/ea. add'l. minute	$5/first 5 minutes and $1/ea. add'l. minute
Supply Fee:			
• Fall and Spring Semesters	30.00	30.00	30.00
• Summer Session	10.00	10.00	10.00
Reservation Fee for Fall/Spring semester Breaks	65.00	65.00	65.00
• Summer	20.00	20.00	20.00

	Board Approved FY 2013-2014	Board Approved FY 2014-2015	Proposed for FY 2015-2016
INCIDENTAL FEES:			
Audit Fee	Tuition and Lab Fees	Tuition and Lab Fees	Tuition and Lab Fees
Drop Fee (one-time fee) – 1st class day through Census date	25.00	25.00	25.00
Reinstatement Fee (after Census date)	200.00	200.00	200.00
Returned Check	30.00	30.00	30.00
Student ID Replacement Fee	15.00	15.00	15.00
Withdrawal Fee (one-time fee) – after Census date	50.00	50.00	50.00
~~Wellness Center Student Membership Fee per semester (may be prorated)~~	~~72.00~~	~~72.00~~	~~72.00~~
Student Insurance Fee (voluntary)	Contact Cashier's Office	Contact Cashier's Office	Fee is paid to approved insurance carrier. Subject to change.

Review and Action as Necessary on Employee Fees for FY 2015-2016

Approval of the Employee Fees for FY 2015-2016 is requested.

The recommended changes from FY 2015-2016 are as follows:

- Increase the Third Parking Permit Violation from $70.00 to $80.00
- Increase the Fourth Parking Permit Violation from $90.00 to $100.00
- Increase the Fifth Parking Permit Violation from $110.00 to $120.00
- Increase the Third Moving Traffic Violation Fee from $70.00 to $90.00
- Delete the Wellness Center Student Membership Fee per semester (may be prorated) of $72.00

The Employee Fees for FY 2015-2016 follows in the packet for the Board's information and review.

The Finance and Human Resources Committee recommended Board approval of the Employee Fees for FY 2015-2016 as presented.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the Employee Fees for FY 2015-2016 as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the Employee Fees for FY 2015-2016 as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

SOUTH TEXAS COLLEGE

PROPOSED EMPLOYEE FEES FOR FY 2015-2016

	Board Approved for FY 2014-2015	Proposed for FY 2015-2016
Parking Permit Fee	25.00	25.00
Parking Permit Replacement Fee	25.00	25.00
Parking Violations:		
First	30.00	30.00
Second	50.00	50.00
Third	70.00	80.00
Fourth	90.00	100.00
Fifth	110.00	120.00
Handicap Parking Violations	150.00	150.00
Moving Traffic Violations:		
First	30.00	30.00
Second	50.00	50.00
Third	70.00	90.00
Vehicle Boot Removal Fee	100.00	100.00
Keyless Access Card Replacement Fee	10.00	10.00
~~Wellness Center Membership Fee per semester (may be prorated)~~	~~72.00~~	~~72.00~~
Returned Check	30.00	30.00
Lost or Damaged Library Item	Cost of item plus processing fee	Cost of item plus processing fee
Lost or Damaged Library Item Processing Fee	30.00	30.00
Overdue Inter-Library Loan or TexShare Item	Fine as assessed and charged by lending library	Fine as assessed and charged by lending library
Lost or Damaged Inter-Library Loan or TexShare Item	Fine and/or replacement cost as assessed and charged by lending library	Fine and/or replacement cost as assessed and charged by lending library

Review and Action as Necessary on Other (Non-Student/Non-Employee) Fees for FY 2015-2016

Approval of the Other (Non-Student/Non-Employee) Fees for FY 2015-2016 is requested.

The recommended changes from FY 2015-2016 are as follows:

- Increase the Third Parking Permit Violation from $70.00 to $80.00
- Increase the Fourth Parking Permit Violation from $90.00 to $100.00
- Increase the Fifth Parking Permit Violation from $110.00 to $120.00
- Increase the Third Moving Traffic Violation Fee from $70.00 to $90.00

The Other (Non-Student/Non-Employee) Fees for FY 2015-2016 follows in the packet for the Board's information and review.

The Finance and Human Resources Committee recommended Board approval of the Other (Non-Student/Non-Employee) Fees for FY 2015-2016 as presented.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the Other (Non-Student/Non-Employee) Fees for FY 2015-2016 as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the Other (Non-Student/Non-Employee) Fees for FY 2015-2016 as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

	Board Approved for FY 2014-2015	Proposed for FY 2015-2016
Returned Check	30.00	30.00
Lost or Damaged Library Item	Cost of item plus processing fee	Cost of item plus processing fee
Lost or Damaged Library Item Processing Fee	30.00	30.00
Overdue Library Book/Media Fee per day	0.25	0.25
Parking violations:		
First	30.00	30.00
Second	50.00	50.00
Third	70.00	80.00
Fourth	90.00	100.00
Fifth	110.00	120.00
Handicap Parking Violations	150.00	150.00
Moving Traffic Violations:		
First	30.00	30.00
Second	50.00	50.00
Third	70.00	90.00
Vehicle Boot Removal Fee	100.00	100.00
Child Development Center:		
Tuition fee per week	120.00	120.00
Registration Fee:		
• Fall and Spring Semesters	40.00	40.00
• Summer Session	20.00	20.00
Late Pick-up Fee	$5/first 5 minutes and $1/ea. add'l minute	$5/first 5 minutes and $1/ea. add'l minute
Supply Fee:		
• Fall and Spring Semesters	30.00	30.00
• Summer Session	10.00	10.00
Reservation Fee for Fall/Spring semester Breaks	65.00	65.00
• Summer	20.00	20.00

Discussion and Action as Necessary to Conduct the Assessment of the College President and the Self-Assessment of the Board of Trustees

The Board is asked to conduct an assessment of the College President and the Self-Assessment of the Board of Trustees.

The assessment of the College President and the self-assessment of the Board of Trustees have historically been performed every few years. These assessments are a valuable process to help the Board in their stewardship and to provide the College President with feedback as necessary. Additionally, best practices call for annual Board assessment of both the College President and the Board itself.

The Finance and Human Resources Committee was asked to provide feedback on the process and the criteria for assessments, and voice their support for the proposed instruments.

The assessment of the Board of Trustees and the College President is necessary as scheduled.

The previous evaluation of the Board of Trustees and the College President was conducted in 2012. The previous evaluation forms for the Board of Trustees and the College President follow in the packet for the Board's information and review.

The Finance and Human Resources Committee recommended that the Board conduct the assessment of the College President and the Self-Assessment of the Board of Trustees, and recommended use of the included assessment instruments and adoption of a time frame as appropriate.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the assessment of the College President and the Self-Assessment of the Board of Trustees and provide any required specific instructions regarding the questions, format, method, and time frame as appropriate.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the assessment of the College President and the Self-Assessment of the Board of Trustees and provide any required specific instructions regarding the questions, format, method, and time frame as appropriate.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

SOUTH TEXAS COLLEGE
ASSESSMENT OF THE PRESIDENT
FY 2014-2015

Please rate the functioning of the President according to the following criteria and characteristics.

4 = Excellent 3 = Good 2 = Satisfactory 1 = Needs Improvement 0 = Not observed

A.	BOARD RELATIONS	SCORE
1	Keeps the Board adequately informed of College operations and activities on an ongoing basis.	4 3 2 1 0
2	Keeps the Board adequately informed of major circumstances.	4 3 2 1 0
3	Provides adequate concern for needs of individual Board members.	4 3 2 1 0
4	Communicates effectively using both written and oral communication.	4 3 2 1 0
5	Appropriately carries out the directions of the Board.	4 3 2 1 0
6	Works productively and harmoniously with Trustees.	4 3 2 1 0
7	Provides the Board with needed information soon enough to be read and assimilated.	4 3 2 1 0
8	Provides sufficient information for the Board to make decisions.	4 3 2 1 0

B.	COMMUNITY, STATE, & NATIONAL RELATIONS	SCORE
1	Provides effective institutional representation in community relations.	4 3 2 1 0
2	Effectively interacts with community organizations in a leadership capacity as appropriate.	4 3 2 1 0
3	Participates in appropriate community organizations and committee/task force activities.	4 3 2 1 0
4	Maintains appropriate state and national professional affiliations.	4 3 2 1 0
5	Provides institutional respectability/image.	4 3 2 1 0

C.	FISCAL AND FACILITIES MANAGEMENT	SCORE
1	Develops sound financial plans and operates the College in a financially prudent manner.	4 3 2 1 0
2	Is responsible for audit compliance and correcting any concerns.	4 3 2 1 0
3	Maintains effective and legally sound purchasing procedures.	4 3 2 1 0
4	Demonstrates knowledge of College budget.	4 3 2 1 0
5	Is well informed regarding facility, equipment and supply needs and keeps Trustees apprised of needs and response to needs.	4 3 2 1 0
6	Directs short-term and long-range planning of campus maintenance and operations.	4 3 2 1 0

D.	INSTRUCTIONAL AND STUDENT SERVICE PROGRAMS	SCORE
1	Identifies and understands, and implements the academic mission and goals of the College.	4 3 2 1 0
2	Effectively establishes, organizes, and operates instructional and student service programs.	4 3 2 1 0
3	Is responsive and innovative with respect to changes in the community and in the delivery of educational services.	4 3 2 1 0
4	Maintains appropriate academic standards.	4 3 2 1 0
5	Understands and appropriately responds to the needs of students.	4 3 2 1 0
6	Maintains a high degree of value for the student as a customer	4 3 2 1 0

E.	PERSONNEL/HUMAN RESOURCES OPERATION	SCORE
1	Maintains effective working relationship with College employees.	4 3 2 1 0
2	Employs individuals whose abilities are well suited to their position.	4 3 2 1 0
3	Effectively delegates responsibility to appropriate staff.	4 3 2 1 0

4	Directs the development and implementation of personnel procedures and practices that comply with Board policy.	4 3 2 1 0
5	Willing to make difficult personnel decisions.	4 3 2 1 0
6	Demonstrates and promotes sensitivity to and support of EEO/Affirmative Action policies and procedures.	4 3 2 1 0
7	Maintains accessibility.	4 3 2 1 0

F.	LEADERSHIP	SCORE
1	Demonstrates ability to communicate and implement decisions.	4 3 2 1 0
2	Demonstrates ability to handle crises.	4 3 2 1 0
3	Demonstrates ability to initiate new ideas.	4 3 2 1 0
4	Demonstrates a leadership style that inspires others.	4 3 2 1 0
5	Demonstrates effective short and long-range planning.	4 3 2 1 0
6	Engenders confidence as an educational leader.	4 3 2 1 0
7	Exhibits a high level of knowledge and understanding of a comprehensive community college.	4 3 2 1 0
8	Fosters an appropriate level of credibility in the community.	4 3 2 1 0
9	Identifies and analyzes problems and issues confronting the College.	4 3 2 1 0
10	Identifies potential areas of conflict.	4 3 2 1 0
11	Incorporates the ideas of others in the decision-making process.	4 3 2 1 0
12	Provides effectively maintained College facilities and seeks needed funding for future construction/renovation.	4 3 2 1 0
13	Possess an appropriate degree of personal integrity.	4 3 2 1 0

COMMENTS:_____

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SOUTH TEXAS COLLEGE
ASSESSMENT OF THE BOARD
FY 2014-2015

Please rate the functioning of the Board according to the following criteria and characteristics.

4 = Excellent 3 = Good 2 = Satisfactory 1 = Needs Improvement 0 = Not observed

#	BOARD ASSESSMENT CRITERIA	SCORE
1	The quality of participation and discussion at Board meetings	4 3 2 1 0
2	The manner in which the agenda is planned in advance to assure interest and participation.	4 3 2 1 0
3	The material and information that is sent in advance of the Board meeting to prepare trustees	4 3 2 1 0
4	The attendance at Board meetings	4 3 2 1 0
5	In terms of the institution's needs, the number of times the Board meets	4 3 2 1 0
6	The Board's working relationship with the chief executive officer	4 3 2 1 0
7	The Board's working relationship with the administrative staff	4 3 2 1 0
8	The Board's knowledge and understanding of the activity of major committees	4 3 2 1 0
9	Financial records of the institution are audited annually, and a certified report is presented in a timely fashion following the close of the fiscal year.	4 3 2 1 0
10	The Board's understanding of its role in the development of broad institutional policies	4 3 2 1 0
11	Reports of major committees are presented in writing, and there is ample opportunity for understanding and discussion.	4 3 2 1 0
12	The level of understanding and commitment of trustees of their responsibility to assure an adequately funded institution	4 3 2 1 0

#	BOARD ASSESSMENT CRITERIA	SCORE
13	The degree of attention and concern given to the proper investment of reserves and endowment funds	4 3 2 1 0
14	The practice and procedure of indoctrinating and orienting new Board members	4 3 2 1 0
15	The camaraderie and esprit of the Board	4 3 2 1 0
16	The practice of trustees to act as a team	4 3 2 1 0
17	The degree to which the institution's short-term objectives and long-range goals are in place and understood by trustees	4 3 2 1 0
18	The Board's understanding of the role and responsibilities of trustees	4 3 2 1 0
19	The Board's understanding, concern, and assessment of the institution's success in its service area	4 3 2 1 0
20	The Board's understanding, concern, and assessment of the institution's success against its competition	4 3 2 1 0
21	The Board's use of staff people to make reports and presentations at meetings	4 3 2 1 0
22	The Board's written policy and enforcement of possible conflict of interest with trustees and their business relationships	4 3 2 1 0
23	The level at which trustees take their responsibility and commitment of Board membership	4 3 2 1 0
24	The appropriateness and effectiveness of standing committees that meet and report on a regular basis	4 3 2 1 0
25	The regularity in which governing policies, By-laws and so forth, are reviewed for appropriateness and relevancy	4 3 2 1 0
26	The depth and pertinence of data and information provided trustees to properly understand and interpret the work of the institution	4 3 2 1 0
27	The Board's attentiveness and evaluation of the public relations of the institution	4 3 2 1 0

#	BOARD ASSESSMENT CRITERIA	SCORE
28	The Board's concern about the allocation of funds to assure the optimum operation of the institution	4 3 2 1 0
29	Before making decisions regarding policy and other important matters, the degree of opportunity the board has to review and discuss all appropriate data and information – whether positive or negative	4 3 2 1 0
30	The participation at Board meetings is open, candid, and reflects all possible opinions.	4 3 2 1 0
31	At most meetings, trustees have an opportunity to hear information that is of an educational or interpretive nature about the institution and its work.	4 3 2 1 0
32	The Board ensures that Board action results from discussion of the whole Board and that no individual member or committee takes unauthorized action on behalf of the Board.	4 3 2 1 0
33	The Board retains a clear distinction between its role in establishing broad institutional policies and the administration's responsibility to administer and implement policy.	4 3 2 1 0
34	All things considered, the overall effectiveness and dedication of the Board.	4 3 2 1 0

COMMENTS:_____

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Review and Action as Necessary on Master Schedule for the 2013 Bond Construction Program

Approval of the updated 2013 Bond Construction Program master schedule is requested.

A representative from Broaddus & Associates will be present to provide an update on the master schedule for the 2013 Bond Construction Program. It is anticipated that the schedule will require future updates as contracts are finalized with architects, engineers and contractors.

With confirmation that the maintenance and operations tax rollback will not take effect, a single master schedule has been updated by Broaddus & Associates to identify the recommended path forward. The packet includes a copy of the schedule listing all construction projects included in the Bond program. This schedule is presented for review and action as necessary by the Board of Trustees.

The Facilities Committee recommended Board approval of the updated 2013 Bond Construction Program master schedule as presented.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the updated 2013 Bond Construction Program master schedule as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the updated 2013 Bond Construction Program master schedule as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

South Texas College - Bond 2013 Overall Program Management Schedule

Preliminary Pending Contract Negotiations with Architects, Engineers, and Contractors

Group	Construction Projects	Square Feet	Start Design	Start Construction	Completion
A	Pecan Campus North Academic Building	67,000	Mar-15	Jan-16	Nov-16
	Pecan Campus South Academic Building	48,000	Mar-15	Jan-16	Nov-16
	Pecan Campus STEM Building	48,000	Feb-15	Feb-16	Mar-17
	Pecan Campus Student Activities Building and Cafeteria	35,000	Oct-15	Oct-16	Aug-17
	Pecan Campus Thermal Plant Expansion	12,000	Mar-15	Nov-15	Aug-16
	Pecan Campus Parking and Site Improvements		Mar-15	Sep-15	Apr-16
B	Nursing and Allied Health Campus Expansion	89,000	Feb-15	Feb-16	Mar-17
	Nursing and Allied Health Campus Parking and Site Improvements		Mar-15	Sep-15	Apr-16
C	Technology Campus Southwest Building Renovation	72,000	Mar-15	Feb-16	Jan-17
	Technology Campus Parking and Site Improvements		Mar-15	Feb-16	Jan-17
D	Mid Valley Campus Health Professions and Science Building	67,000	Feb-15	Feb-16	Mar-17
	Mid Valley Campus Student Services Building Expansion	11,000	Mar-15	Dec-15	Sep-16
	Mid Valley Campus Workforce Training Center Expansion	10,000	Mar-15	Dec-15	Sep-16
	Mid Valley Campus Library Expansion	11,000	Mar-15	Dec-15	Sep-16
	Mid Valley Campus Thermal Plant	12,000	Mar-15	Nov-15	Aug-16
	Mid Valley Campus Parking and Site Improvements		Mar-15	Nov-15	May-16
E	Starr County Campus Health Professions and Science Building	48,000	Feb-15	Feb-16	Mar-17
	Starr County Campus Library	16,000	Mar-15	Jan-16	Nov-16
	Starr County Campus Workforce Training Center Expansion	10,000	Mar-15	Dec-15	Sep-16
	Starr County Campus Student Services Building Expansion	5,000	Mar-15	Feb-16	Nov-16
	Starr County Campus Student Activities Building Expansion	5,000	Mar-15	Jan-16	Nov-16
	Starr County Campus Thermal Plant	10,000	Mar-15	Nov-15	Aug-16
	Starr County Campus Parking and Site Improvements		Mar-15	Nov-15	Jun-16
N/A	Regional Center for Public Safety Excellence	16,000	Dec-15	Oct-16	Jun-17
	Regional Center for Public Safety Excellence Parking & Site Improvements		Dec-15	Oct-16	Jun-17
N/A	La Joya Jimmy Carter Teaching Site Training Labs Improvements	5,000	Mar-15	May-15	Nov-15

Scheduled updated 1/07/2015

- Successful Bond election
- Solicitation & approval of program management firm
- Solicitation and approval of architects and engineers
- Design phase
- Solicitation and approval of CMR
- Construction phase

Discussion and Action as Necessary on Standard Architect Contract for the 2013 Bond Construction Program

Approval of the standard architect contract for the 2013 Bond Construction Program is requested.

Broaddus & Associates has recommended to STC staff and STC legal counsel has agreed to a proposed architect contract for STC's 2013 Bond Construction Program, when the Construction Manager-at-Risk construction procurement method is used. The recommended contract was presented for review by the Board Facilities Committee in January 2015.

Legal counsel and Broaddus & Associates recommend approval to proceed with the architect's revised contract, as revised and recommended by the Facilities Committee. Legal counsel and a representative from Broaddus & Associates will be present at the January 27, 2015 Regular Board meeting to review the revised contract and address questions by the Committee.

The Facilities Committee recommended Board approval of the standard architect contract for the 2013 Bond Construction Program as presented.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the standard architect contract for the 2013 Bond Construction Program as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the standard architect contract for the 2013 Bond Construction Program as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

OWNER / ARCHITECT AGREEMENT

SOUTH TEXAS COLLEGE

McAllen, Texas

January 2015

CONTRACT AGREEMENT BETWEEN
OWNER AND ARCHITECT

STATE OF TEXAS
COUNTY OF HIDALGO

PART I. PARTIES

This Agreement for Architect Services is made on the ___ day of _____ of 2015 between The South Texas College (Owner) and _____ Architects, Inc. (Architect)

The following Exhibits are incorporated herein as part of this contract:

Exhibit "A"	Scope and Construction Cost Limitation
Exhibit "B"	Architects and Consultant project team personnel and responsibility diagram
Exhibit "C".	Project Schedule
Exhibit "D"	Drawing and submittal requirements for each phase
Exhibit "E"	STC Ethics Policy
Exhibit "F"	Facilities Programs
Exhibit "G"	AE Statement Template
Exhibit "H"	Additional Service Proposal Form
Exhibit "I"	Architect Project Team Hourly Rates
Exhibit "J"	Conflict of Interest Form

Owner engages the Architect to perform professional Architect and Engineering services in connection with the project as set forth in this Agreement and the Owner agrees to pay the Architect for such services a fee in accordance with the terms and conditions hereinafter stated.

PART II. TERMS AND CONDITIONS, as defined in Articles 1-20 herein.

ARTICLE 1
REPRESENTATIONS

1.1 Legal Authority. Architect represents that the Architect has the requisite authority to enter into and perform its obligations under this Agreement. Upon execution hereof, the Architect shall submit a notarized affidavit sworn to by an authorized officer or agent of the Architect avowing that the Architect is not in

violation of any laws material to its ability to perform its obligations under this Agreement.

1.2 Architect's Professional Qualifications.

a. The Architect represents that it is duly licensed under the laws of the State of Texas to undertake its obligations hereunder.

b. Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's special and unique abilities with respect to performing Architect's services, duties, and obligations under this Agreement ("Architect's Services"). Architect accepts the relationship established between Architect and Owner and will strive to use Architect's appropriate efforts, skill, judgment, and abilities in performing Architect's Services. Architect shall perform Architect's Services (i) in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession for those architectural firms currently practicing under similar circumstances or similar locality and (ii) in compliance with all applicable federal, state, and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Architect covenants that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of Architect's Services.

1.2.1 Engineer's Qualifications. In performing its obligations under this Contract, the Architect shall engage or cause to employ the services of one or more individual(s) licensed to practice engineering under the laws of the state of Texas, as set forth in The Texas Engineering Practice Act, Article 3271a, Vernon's Texas Civil Statutes (the "Engineer"). Regardless of the legal relationship between the Architect and the Engineer, at all times herein, the Engineer shall also have an independent legal duty to the Owner with respect to the respective engineer design functions set out in the Architect's contract. The Engineer's duty shall include separate errors and omissions coverage as set forth in Article 19 hereof.

1.2.2 Certification to Owner. Prior to issuance of the Owner's Notice to Proceed to the Architect, the Architect shall have employed, and Owner shall have approved the services of Architect's Engineers as set out in Architect's written engagement of Engineers. In this regard, the Architect shall:

a. provide the Owner with written evidence of the Architect's and Engineer's qualifications to perform the design services required under this Contract;

b. certify to the Owner that the Architect and Engineers that are to be members of its team are being selected based on demonstrated competence and qualifications; and

c. tender to Owner the Architect's and Engineer's errors and omission insurance policies.

1.3 Design Service Representations.

1.3.1 The Architect shall exercise usual and customary professional care in the performance of its service hereunder to the end that the final design recommended by Architect and accepted by the Owner shall be sufficient for construction of the Project, and that the Project can be constructed as designed and as shown in the plans and specifications and will be fit for the purposes for which it is intended. Approval by the Owner of any of the Architect's plans, drawings, specifications, documents, or other Work performed under this Agreement shall not relieve the Architect of responsibility for design, coordination with sub consultant engineers, or the workability of the details. The Project design, plans, and specifications shall incorporate the requirements approved by the Owner at the various design phases and shall comply with the requirements of applicable laws including, but not limited to, the Americans with Disabilities Act, local building codes, local ordinances, local health department standards, fire department standards, rules and regulations including, but not limited to, fire safety regulations and elevator regulations, electrical, mechanical, plumbing, structural, and all other laws or regulations applicable to the design and construction of the Project.

1.3.2 Standard of Care. Service provided by the Architect under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances or similar locality.

1.3.3 Separate Agreements. Architect acknowledges that Owner has entered into separate agreements with other Consultants, including but not limited to a Construction Program Manager who will be Owner's Representative during design and construction of the Project. Architect agrees with the Owner to be bound by the Project Schedule, incorporated herein by reference. In this regard, Architect shall devote such time and in-house personnel and resources as

reasonably necessary to perform Architect's services hereunder and comply with the Owner's Project Schedule attached hereto as Exhibit "C". The Owner reserves exclusively to itself the discretion to alter the overall Project Schedule, Architect's services and deliverables are intended solely for the Owner on the Project and are not intended to create any third party rights or benefits or for any other purpose.

ARTICLE 2
ARCHITECT RESPONSIBILITIES

2.1 Architect Services

2.1.1 Architect's services consist of those services specifically required to be performed by the Architect under other provisions of this contract, services performed by Architect's Consulting Engineers, and related usual and customary services necessary and reasonably inferable to complete the Project and each phase of the Project. Architect's basic services include the following: structural, mechanical and electrical engineering necessary to carry out Architect's Basic Services in addition to the services included in paragraph 1.3 Design Service Representations; coordination of all landscape, civil, audio/visual, acoustical, technology and communication systems, any specialty consultants approved and contracted by the Owner.

2.1.2 The Architect will receive from Owner the documents and information contained in Exhibit "A" through "F", including a Preliminary Project Cost Estimate supporting the Construction Cost Limitation established for the Project. The Architect shall review those documents to understand the objectives of the Project and shall work with Owner to arrive at a mutual understanding of such objectives. The Architect will conduct its activities related to the Project so as to achieve project, objectives as reflected in the contract documents.

2.1.3 The services covered by this agreement are subject to the time limitations as set forth in the Project Schedule attached hereto as Exhibit "C".

2.1.4 Design of the Project shall commence immediately from the date the Architect receives a written Notice to Proceed from the Owner. A Notice to Proceed for reach phase shall be required. The Architect shall proceed in accordance with the mutually agreed upon Project Schedule. Architect shall complete the work in accordance with the Project Schedule requirements. It is understood the Architect shall be provided sufficient time to employ sound professional practices. Upon

request, Architect shall be allowed reasonable extensions of time.

2.1.5 Prior to beginning the Architect Services for the Project, Architect shall submit for the Owner's review a schedule for the performance of the Architect's services consistent with the Project Schedule which shall include allowances for periods of time required for the Owner's review and for approval of submissions by governmental authorities having jurisdiction over the Project.

2.1.6 The Architect shall be liable for its negligent acts and omissions, and for the negligent acts and omissions of anyone directly employed or engaged by the Architect, including Architect's Consulting Engineers, or anyone acting under Architect~~,~~ including for all damages and losses proximately caused as a result of its negligent acts or omissions. Architect shall not be responsible (financially or otherwise) for the performance, lapses, acts, errors or omissions of any person or entity not under its control, including but not limited to owner, owners other consultants and representatives, building officials or contractors/subcontractors

2.1.7 The Owner intends to employ a Construction Manager at Risk (CM@R) to provide pre-construction services and to perform all of the construction work required by the Project. The Architect will work collaboratively with the Owner, the Owner's Construction Program Manager ("CPM") and CM@R to fulfill the objectives of the Project.

2.1.8 The Architect and the CPM shall participate in the development and review of the CM@R's Guaranteed Maximum Price (GMP) proposal. This GMP Proposal will include the qualifications, assumptions, exclusions, value engineering and all other requirements identified by Owner to the CM@R. Furthermore, the Architect and the CPM shall participate in the documentation of the CM@R's GMP Proposal so as to adequately understand the contents of the GMP Proposal and ultimately confirm that the Construction Documents, when complete, reflect necessary qualifications, clarifications and assumptions contained within the GMP Proposal. Following Owner's Approval of the GMP proposal, the Architect shall be responsible for developing the Construction Documents, consisting of plans and specifications, and any other needed materials, and setting forth in detail requirements embodied in the approved GMP proposal.

2.1.9 The Owner has employed a Construction Program Manager ("CPM") to perform most of the responsibilities required of the Owner under this Agreement. The Architect will work collaboratively with the CPM to facilitate the CPM's fulfillment of delegated Owner responsibilities and to fulfill the objectives of the

Project.

2.1.10 Upon Architect's request, Owner will provide Architect with an executed version of the Owner's contracts with the CM@R. Nothing in the CM@R Agreement shall confer direct responsibility on the CM@R for the Architect's services, nor shall anything contained therein diminish Architect's responsibility for its services as set forth in this Agreement, or impose on Architect reasonability for means and methods of construction.

2.1.11 The CM@R will provide GMP Proposal to the Owner on the same submittal schedule dates as those required of the Architect. The Architect shall be required to confer with the Owner and the CM@R to reconcile any material differences between the two estimates. These estimate reconciliation efforts are considered a part of Architect's Basic Services and will not be considered as Additional Services. The level of detail of this estimate shall follow the Construction Specifications Institute (CSI) format. Such estimates shall be submitted with plans and specifications when submitted for review at the completion of the Schematic Design phase, Design Development phase, and at each of the stages of completion of the Construction Documents as described in paragraph 3.6. Should any Construction Cost Estimate indicate a cost which exceeds the Construction Cost Limitation, the Owner will determine whether to increase the Construction Cost Limitation, or require the Architect to revise the Project scope or quality to bring the estimated cost within the Construction Cost Limitation at no additional cost to Owner. Reductions in Project scope or quality shall be subject to Owner's review and approval. Should any Construction Cost Estimate indicate a cost which is below the Construction Cost Limitation, the Owner and Architect shall mutually agree on any changes to the Project scope, quality or to the Construction Cost Limitation. The CM@R shall provide the GMP Proposal to the Owner on the same submittal schedule dates as those required of the Architect. The Architect shall be required to confer with the Owner and the CM@R to reconcile any material differences between the two estimates. These estimate reconciliation efforts are considered a part of Architect's Basic Services and will not be considered as Additional Services.

2.1.12 The Architect shall submit document deliverables to the Owner for review at completion of the Schematic Design and Design Development phases and at the 30%, 60% and 95% stages of completion of the Construction Documents. The Architect shall incorporate into the documents such corrections and amendments resulting from Owners reviews, unless the Architect has objected in writing and has received the Owner's consent not to make the incorporation to which the

Architect objects. If costs are incurred at a later date due to a failure to incorporate written requested corrections and amendments, the added design costs shall be at the Architect's sole expense.

2.1.13 NOT USED

2.1.14 Architect shall advise Owner of anything in drawings, plans, sketches, instructions, information, requirements, procedures, requests in writing for action, and other data supplied to Architect (by Owner or any other party) which Architect regards in Architect's professional opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished.

2.1.15 Architect's duties as set forth herein shall not be diminished by reason of any approval or acceptance by Owner, nor shall Architect be released from liability by reason of such approval by Owner, it being understood that Owner is relying upon Architect's skill and knowledge in performing Architect's services. Owner shall have the right to reject any portion of Architect's Services on the Project because of any fault or defect in the Project due to the plans, drawings and specifications, and other materials prepared by Architect, and prompt notice of any such rejection shall be given by Owner to Architect. Architect shall forthwith perform, without any additional cost or expense to Owner, design services as are required to correct or remedy any act, error, or omission directly attributable to the plans, drawings, and specifications and other materials of Architect, or in connection with the Architect's Services, or the services of Architect's Consultants or other persons employed by Architect, in the performance of any of the provisions of this Agreement. Should the Architect refuse or neglect to correct or remedy such defects within a reasonable time after receiving notice requesting such correction or remedy, then Owner shall be entitled to effect such correction or remedy itself at the expense of Architect, and Architect shall reimburse Owner upon demand for all expenses incurred by Owner to effect such correction or remedy. This commitment by Architect is in addition to, and not in substitution for, any other remedy for defective services that Owner may have at law or in equity, or both. Architects services shall be limited to those expressly identified in this agreement and shall not include any other services or deliverables.

2.1.16 In view of the services to be performed by Architect, Architect shall devote such time and in-house personnel as may be required to perform Architect's services

hereunder. Unless and until Owner grants its prior written approval to any substitution, or requests any substitution, Architect's Senior Principal responsible for completing the Architect's services shall be as listed on **Exhibit B** attached hereto and incorporated herein. The day-to-day Project team will be led by the person or persons as listed on **Exhibit B** attached hereto and incorporated herein, unless otherwise directed by Owner or prevented by factors beyond the control of Architect. The Senior Principal shall act on behalf of Architect with respect to all phases of Architect's Services and shall be available as required for the benefit of the Project and Owner**.**

ARTICLE 3
BASIC SERVICES

3.1 The Architect's Basic Services consist of the following five phases: (1) Schematic Design and Master Planning Phase;(2) Design Development Phase; (3) Construction Documents Phase; (4) Bidding or Negotiation Phase; and (5) Construction Phase-Administration of the Construction Contract. Basic Services shall include structural, mechanical, electrical and consulting engineering services including all building information modeling ("BIM") coordination between disciplines. Architect is responsible for coordinating all civil engineering, and data design consultants. The Architect shall provide all record drawing drawings on CADD and interior design (finish color, selection and furniture layouts) and any other services included in this Article as part of Basic Services. **See Article 5 Other services for additional services considered part of Basic Services**

3.2 Prior to proceeding with any of the phases of services set out herein, the Architect must receive written notice to proceed from the Owner. The Architect and its Consultants shall not proceed beyond a phase of design authorized by the Owner, except at the Architect's and Consultants' own financial risk. The Owner may, at its sole discretion, choose not to issue a Notice to Proceed for any particular phase, subject to Architect's right of termination for Owner's abandonment of the project.

3.3 Architect shall correct, without any additional cost or expense to Owner, any error or omission in Contract Documents. This obligation of the Architect is in addition to, and not in substitution for, any other remedy which Owner may have.

3.4 <u>Schematic Design and Master Planning Phase</u>

3.4.1 Based on Owner's Program, Construction Cost Limitation and Project Schedule, the Architect shall prepare sufficient alternative approaches to design and

construction of the Project to satisfy Owner's requirements. The Architect shall review the understanding of such requirements with Owner, the CPM and CM@R, and shall, at completion of this phase, submit Schematic Design Documents in accordance with Owner's Minimum Design Guidelines and any additional requirements set forth in this Agreement. Upon submission of the Schematic Design documents, the Architect shall review design and construction alternatives with the Owner, the CPM and the CM@R at the Project site. The Architect shall incorporate the alternatives selected by the Owner, especially those regarding aesthetic design issues.

3.4.2 The Architect shall furnish and deliver to the Owner four complete printed sets of Schematic Design documents. The Architect shall provide the CM@R with copies of the Architect's documents at the CM@R's expense to assist the CM@R in fulfilling its responsibilities to the Owner.

3.4.3 The Architect and the CPM shall work collaboratively to review and assist in the preparation of a construction cost estimate as described in paragraph 2.1.12 to confirm adherence to the Construction Cost Limitation and present same with the completed Schematic Design Documents. The Architect shall review the CPM's construction cost estimate in comparison with the construction cost estimate prepared by the CM@R, and shall assist the CPM in reconciling any differences between the two construction cost estimates in coordination with the CM@R. If the Architect is unable to reconcile all differences between the two construction cost estimates with the CM@R, then the Architect shall assist the CPM in provide a detailed explanation of the differences to the Owner.

3.4.4 Before proceeding into the Design Development Phase, the Architect shall obtain Owner's written acceptance of the Schematic Design Documents.

3.4.5 The Architect shall participate in a final review of the Schematic Design Documents with the Owner and CM@R at the Project location or other location in the Hidalgo County specified by Owner. The Architect shall present the schematic design drawings and designs at a Facilities Committee and STC Board of Trustee ("Board") meeting which will be held in McAllen, Texas. Prior to the Board's approval of the Schematic Design Documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments.

3.4.6 The Architect shall prepare presentation materials as defined in Owner's Design Guidelines at completion of Schematic Design and if so requested shall present same for approval to the Board at a regular or special Board meeting. 3D modeling of the schematics design approved by the Owner is required under Basic

Services.

3.5 Design Development Phase

3.5.1 Based on the approved Schematic Design Documents and any adjustments to the Program or Construction Cost Limitation authorized by the Owner, the Architect shall prepare, for approval by the Owner and review by the CM@R, Design Development Documents in accordance with Owner's written requirements to further define and finalize the size and character of the Project in accordance with Owner's Design Guidelines and any additional requirements set forth in this Agreement. The Architect shall review the Design Development Documents with the Owner, the CPM and CM@R as they are being prepared at intervals appropriate to the progress of the Project and incorporate Owner's comments in the documents. Such reviews will take place at the Project location or other location in the Hidalgo County specified the Owner.

3.5.2 The Architect shall furnish and deliver to the Owner four complete printed sets of Design Development documents and specifications. The Architect shall provide the CM@R with copies of the Architect's documents at the CM@R's expense to assist the CM@R in fulfilling its responsibilities to the Owner.

3.5.3 The Architect shall assist in the review and preparation of a detailed Construction Cost Estimate that will be prepared by the CPM at milestones described in paragraph 2.1.12 in order to confirm adherence to the Construction Cost Limitation. The Architect shall review the CPM Construction Cost Estimate in comparison with the Construction Cost Estimate prepared by the CM@R, and shall assist in reconciling any differences between the two construction cost estimates. If the Architect is unable to reconcile all differences between the two construction cost estimates with the CM@R, the Architect shall provide a detailed explanation of the differences to the Owner.

3.5.4 Before proceeding into the Construction Document Phase, the Architect shall obtain Owner's written acceptance of the Design Development documents and approval of the mutually established Construction Cost Limitation.

3.5.5 The Architect shall prepare preliminary recommended furniture layouts for all spaces where it is deemed important to substantiate the fulfillment of program space requirements, or to coordinate with specific architectural, mechanical and electrical elements. More detailed and finalized furniture layout and development can be provided to the Owner as an Additional Service. Furniture selection and lists by Owner.

3.5.6 The Architect shall participate in a final review of the Design Development Documents with the Owner and CM@R at the Project site. Prior to the Owner's approval of the Design Development Documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner's written review comments.

3.6 Construction Document Phase

3.6.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project Construction Cost Limitation authorized by the Owner, the Architect shall prepare, for approval by the Owner and review by the CM@R, Construction Documents consisting of Drawings and Specifications in accordance with Owner's written requirements setting forth in detail the requirements for construction of the Project, including, without limitation, Owner's Design Guidelines and any additional requirements contained in Article 2 of this Agreement. The plans, drawings and specifications for the entire Project shall call for the construction of the building and related facilities, together with its built-in permanent fixtures and equipment at a cost not more than the Guaranteed Maximum Price, or the Construction Cost Limitation as applicable.

3.6.2 The Architect and the CPM shall assist the Owner and CM@R in the determination of construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and such other construction conditions considered appropriate for the Project and advantageous to the Owner. The Architect shall assist the Owner and CM@R in the preparation of the necessary bidding information, bidding forms, RFP information, and RFP forms, and the Terms and Conditions of the Construction Contracts.

3.6.3 The Architect shall assist the Owner and CM@R in connection with the Owner's responsibility and procedures for obtaining approval of all authorities having jurisdiction over the Project.

3.6.4 The Architect, at the Architect's expense, at each phase of submission of Construction Documents, shall furnish and deliver to the Owner one complete printed copies of all plans, drawings and specifications and a CD containing drawings in CADD format, with all information of every character made or furnished in connection with the Construction Work, which copies shall become the property of the Owner. The Architect shall incorporate into the plans, drawings and specifications such changes as are necessary to satisfy the Owner's

review comments, any of which may be appealed in writing for good cause.

3.6.5 The Architect shall pay for the reproduction of four sets of plans, specifications and other documents for use by the office of the Architect and its Consultants and for review by the Owner prior to the reproduction of bidding or proposal documents. The CM@R will reimburse Architect for all review documents CM@R requests prior to the issuance of bid sets. All other reproduction costs shall be borne by the Owner, provided that all invoices for such reproduction work are billed directly to the Owner, free of state sales taxes, and identified by the Architect as to the project name, number and institution.

3.6.6 The Architect shall assist the CPM with the preparation of a detailed Construction Cost Estimate to confirm adherence to the Construction Cost Limitation and present same with each phased submission of the Construction Documents. The Architect shall review the Construction Cost Estimate in comparison with the Construction Cost Estimates prepared by the CM@R, and shall assist in reconciling any differences between the two Construction Cost Estimates in coordination with the CM@R.

3.6.7 The Owner may require the Architect to perform Basic Services in a manner such that the Project is constructed using multiple construction contracts or awards.

3.6.8 The Owner will require Construction Document drawings to be produced on a CADD system as part of Basic Services. The Owner will assist in defining the CADD drawing requirements and the final media for the CADD data as well and BIM Modeling requirements

3.6.9 The Architect shall participate in a review of each phase of the submission of the Construction Documents with the Owner and CM@R at the Project location. Prior to Owner's approval of a particular phase of the Construction Documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments. Before proceeding into the next scheduled phase of Construction Document development, the Architect shall obtain Owner's written acceptance of the prior phase and approval of the Construction Cost Limitation related thereto.

3.6.10 At the completion of the Construction Document Phase, Owner will furnish Architect with a Guaranteed Maximum Price proposal prepared by CM@R based

upon the final construction documents prepared by the Architect and approved by the Owner. The Architect shall assist the Owner and advocate the Owner's interests in Owner's negotiations with the CM@R in an effort to develop a GMP proposal acceptable to Owner, in Owner's sole option and discretion. If the Owner does not accept the CM@R's GMP proposal, the Architect and CPM shall participate with the Owner and CM@R in constructability reviews and Value Engineering efforts and the Architect shall revise the documents as necessary in order to reach an agreement. If CM@R's GMP proposal exceeds the latest Construction Cost Limitation, and Owner directs Architect to revise the documents, then Architect shall revise the documents at its own expense so that the GMP proposal for constructing the Project shall not exceed the Construction Cost Limitation. If it is determined to be in the Owner's best interest, instead of requiring the Architect to revise the drawings and specifications, the Owner reserves the right to accept a GMP proposal that exceeds the stipulated Construction Cost Limitation. The Architect and CPM shall analyze the final GMP proposal document, together with its supporting assumptions, clarifications, and contingencies, and shall submit a detailed written analysis of the document to the Owner. Such analysis shall include, without limitation, reference to and explanation of any inaccurate or improper assumptions and clarifications made by the CM@R in its preparation of the GMP proposal.

3.6.11 After the GMP proposal has been accepted, the Architect shall incorporate into the Construction Documents any revisions which are necessary due to accepted assumptions and clarifications made in the development of the GMP.

3.7 <u>Bidding and Negotiation Phase</u>

3.7.1 In conjunction with the implementation of the Guaranteed Maximum Price and at other times as appropriate to the Project, the Architect and CPM shall assist the Owner and CM@R by receiving and recording requests for Bid and Request for Proposal ("RFP") Documents, issuing Bid and RFP Documents, and accounting for Bid and RFP Documents issued; receiving and resolving questions about Bid and RFP Documents; preparing addenda, issuing addenda, and accounting for addenda issued; attending pre-bid and pre-proposal conferences; obtaining and evaluating bids and proposals; and assisting in preparing and awarding multiple contracts for construction. Architect shall answer inquiries from bidders and proposers at Owner's request, and shall prepare and issue any necessary addenda to the bidding or proposal documents.

3.8 <u>Construction Phase – Administration of the Construction Contract</u>

3.8.1 The Construction Phase shall commence with the earlier of (1) Owner's acceptance of the CM@R's Guaranteed Maximum Price (or acceptance of a partial Guaranteed Maximum Price for a stage or phase), (2) award of any subcontract or trade contract by CM@R after authorization by Owner, or (3) the issuance of a purchase order by CM@R for materials or equipment for the Project after prior written authorization by Owner and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment is made to the CM@R at completion of all of the Construction Work, or sixty days after the last Date of Substantial Completion, whichever occurs last.

3.8.2 Unless otherwise provided in this Agreement and incorporated in the Construction Documents, the Architect shall provide administration of the Contract during the Construction Phase as set forth below consisting of the "Owner's Design Guidelines" current as of the date of this Agreement which are hereby incorporated herein by reference:

3.8.2.1 The Architect shall establish and maintain a numbering and tracking system for all project records, including, but not limited to: changes, requests for information, submittals, and supplementary instructions and, for the purpose of monitoring and overseeing the Construction Phase shall provide updated records to all attendees at each Owner's monthly meeting and at other times when requested.

3.8.2.2 The Architect shall prepare agendas in advance of and shall conduct all meetings scheduled by the Owner or Architect and shall promptly provide summary notes to all parties. The Architect shall attend CM@R's regularly scheduled planning meetings when requested but will not be responsible for administering such.

3.8.2.3 The Architect shall assist the Owner in make arrangements for, and participate in a Pre-Construction Conference/Partnering Workshop.

3.8.2.4 The Architect shall utilize the CPM's web-based information system in order to facilitate ease and quicker communication, documentation of meeting minutes, and exchange of information related to RFI's, reports, etc. SEE Article 5 Other Basic Services for details

3.8.3 The Architect shall review the CM@R's initial administrative submittals for Project Schedule, Schedule of Values, Submittal Schedule, and Equipment Matrix to establish appropriate bases for construction monitoring, payment processing, and system commissioning. The Architect shall provide detailed written comments to

the CM@R for necessary revisions and recommend acceptance of these documents to the Owner when appropriate. The Architect shall review periodic updates of all schedules with Owner and CM@R to evaluate appropriateness.

3.8.4 The Architect and its Consultants shall prepare appropriate documentary materials for, and conduct, a Pre-Construction Conference at the Project site prior to commencement of construction by the CM@R.

3.8.5 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner and the CPM. All formal instructions to the CM@R shall be forwarded through the Architect and the CPM and all communication by and with the Architect's Consultants shall be through the Architect, except that the Owner reserves the right to communicate in writing directly with the CM@R and Consultants as it deems necessary or appropriate at any time with a copy to the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the Construction Documents unless otherwise modified by written instrument. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written acceptance of the Owner and Architect.

3.8.6 The Architect shall visit the site as reasonably necessary, but in no event less frequently than weekly, in order to monitor the contractor's progress and performance of the work during construction period, and each Architect's Consultant shall visit the site as required during the construction work as it proceeds to observe the progress and quality of the Construction Work and to determine in general if the Construction Work is proceeding in accordance with the Construction Documents. Architect and each Consultant shall within no later than five days after the visit submit written reports for each of such visits and meetings. However, the Architect shall not be required to make exhaustive or continuous on site visits to inspect the quality or quantity of the Construction Work. On the basis of such onsite observations, the Architect shall keep the CPM and Owner informed of the progress and quality of the Construction Work, and shall endeavor to guard the Owner against defects and deficiencies in the Construction Work of the CM@R. Architect shall notify Owner and the CM@R in writing of any portions of the Construction Work which Architect has observed as not being in conformity with the Construction Documents and shall make recommendations as to correction of such deficiencies or defects. As part of such on-site observation, Architect shall make its site representative available and shall consult with Owner and the CM@R on the occasion of circumstances arising during the course of construction which would make such consultation in Owner's

interests. In addition to site visits for general inspection and observation, the Architect and its Consultants shall visit the site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities and for formal inspections of the Construction Work.

3.8.7 The Architect shall assist The CM@R in the preparation of agendas and attend monthly job conferences by representatives of the CM@R, major Trade Contractors and Subcontractors, the Architect and the Owner's Representative, and shall prepare and distribute minutes of the meetings using the Owner Insite Project management system.

3.8.8 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction Work.

3.8.9 The Architect shall at all times have access to the Construction Work whenever it is in preparation or progress.

3.8.10 The Architect shall determine the amounts owing to the CM@R based on observations of Construction Work placed at the site and on evaluations of the CM@R's Estimate for Partial Payment, shall coordinate such review and evaluation with the Owner's representatives, and shall certify CM@R's Estimates for Partial Payment in such amounts as Architect deems to be due and payable.

3.8.11 The certification of a CM@R's Estimate for Partial Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in this Agreement and on the data comprising the CM@R's Estimate for Partial Payment, that the Construction Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Construction Documents (subject to an evaluation of the Construction Work for conformance with the Construction Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Construction Documents, to minor deviations from the Construction Documents correctable prior to completion, and to any specific qualifications stated in the CM@R's Estimate for Partial Payment); and that the CM@R is entitled to payment in the amount certified.

3.8.12 The Architect shall be the interpreter of the technical requirements of the Construction Documents and the judge of the performance thereunder by the CM@R. The Architect shall render interpretations necessary for the proper execution or progress of the Construction Work with reasonable promptness on

written requests of either the Owner or the CM@R, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the CM@R relating to the execution or progress of the Construction Work or the interpretation of the Construction Documents.

3.8.13 Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from, the Construction Documents and shall be in written or graphic form.

3.8.14 Subject to approval of the Owner, the Architect's decisions in matters relating to artistic effect shall be final if consistent with the reasonably inferable intent of the Construction Documents. The Architect shall review interior designs and/or furniture selections proposed by the Owner as the Owner endeavors to promote an aesthetic compatibility with the Architect's design.

3.8.15 The Architect shall recommend to the Owner rejection of Construction Work which it observes that does not conform to the Construction Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Construction Documents, the Architect will have authority to require special inspection or testing of the Construction Work in accordance with the provisions of the Construction Documents, whether or not such Construction Work is then fabricated, installed or completed. The Architect shall review construction materials testing and any special testing required and shall provide recommendations for retesting, actions or any appropriate corrective measures as may be necessary or appropriate based on the results of such tests.

3.8.16 The Architect and its Consultants shall review and approve or take other appropriate action upon the CM@R's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Construction Work set forth in the Construction Documents, and shall respond to CM@R's inquiries and questions and provide such supplemental information as appropriate. Such action shall be taken with reasonable promptness so as to cause no delay to the CM@R's scheduled progress, but in any event within fourteen (14) business days. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.8.17 Architect shall provide consultation for the purpose of clarification and interpretation of the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents to amplify or clarify

portions of the Construction Documents.

3.8.18 Architect shall provide assistance in the review of the CM@R's requests for change orders or claims for additional costs or time, and make recommendations to Owner as to such requests or claims.

3.8.19 The Architect shall review Change Orders for the Owner's approval prepared by the Contractor and execution in accordance with the Construction Documents, and shall have authority to order minor changes in the Construction Work which are consistent with the intent of the Construction Documents and do not involve an adjustment in the Guaranteed Maximum Price or an extension of the Contract Time. Any changes must be approved by the CPM. In conjunction with each Change issued by the Architect, the Architect shall recommend to the Owner whether the CM@R's proposal is reasonable. The Architect shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by the Change. All proposed changes to drawings, plans and specifications, regardless of how initiated, shall be defined in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on media acceptable to Owner, including, without limitation, CADD. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the Construction Documents shall be made by consecutively numbered and dated addenda. All changes to the Construction Documents will be identified with date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded. If the revised drawings are due to Changes ordered by the Owner and not due to errors and omissions on the part of the Architect, Architect's reasonable extra expenses to produce them will be treated as Additional Services.

3.8.20 Architect shall conduct and its Consultants shall participate with the CM@R in concealed space inspections, systems start-up inspections, Substantial Completion or pre-Final inspections to determine the Dates of Substantial Completion, and Final Inspection. In association with each inspection, Architect and its Consultants shall prepare a list of items which have been observed as deficiencies in the Construction Work requiring remedial work or replacement, and shall assemble and distribute the official prepared punch list(s) to all affected parties, and thereafter review the corrected and/or replaced work and assist in verification of

correction of all items.

3.8.21 Architect shall review, for conformance with the Construction Documents, CM@R's submission of Guaranteed Maximum Price (GMP) including assumptions, exclusions, etc.

3.8.22 The Architect and its Consultants shall endeavor to assist the Owner in confirming contractor as-built drawing documentation during the course of the Construction Work and as a prerequisite for certifying progress payments and shall review final as-built documents for completeness as it relates to as-built documentation.

3.8.23 Architect shall assist in review of CM@R's submission of operating and maintenance instructions, manuals, brochures, drawings, and other close-out documentation furnished by the CM@R; shall require necessary revisions to same; and, when acceptable in the Architects judgment they are consistent with the terms of the Contract between Owner and CM@R, shall forward them to the Owner. The Architect shall certify that final payment to the CM@R when, to the best of its knowledge and belief based upon observations, the requirements of the Contract between Owner and CM@R have been met.

3.8.24 Architect shall assist Owner by advising and counseling Owner's personnel in the initial usage, operation and maintenance of the building mechanical, electrical, and plumbing systems.

3.8.25 The Architect shall be available after final payment to advise the Owner regarding Warranty items and to observe Warranty work during the Warranty period. Architect shall participate in the Project's pre-one-year warranty review at no additional expense to the owner.

ARTICLE 4
ADDITIONAL SERVICES

4.1 The following services do not included in Basic Services. They shall be provided only if authorized or confirmed in writing by the Owner, and they are paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. Prior to commencing any Additional Service, Architect shall prepare for acceptance by the Owner an Additional Services Proposal that shall describe in detail the nature or scope of the Additional Services, the basis upon which Architect has determined that such service are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Architect is prepared to perform such Additional Services, together with a

proposed schedule for the performances of such Additional Service. The fee shall be based on actual time needed to perform additional service. Architect shall proceed only after written acceptance by Owner of the Additional Services Proposal.

4.2 Contingent Additional Services

4.2.1 Making revisions in Drawings, Specifications or other documents when such revisions are made necessary by adjustments in the Owner's program, are required by the enactment or revision of codes, laws or regulations in effect or known to be in effect subsequent to the initial preparation of such documents; or are due to changes required as a result of the Owner's failure to render decisions in a timely manner.

4.2.2 Providing services required because of significant changes in the Project, including, but not limited to size, quality, complexity, the Owner's Project Schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 3.8.

4.2.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating CM@R's proposals and providing other services in connection with Change Orders and Construction Change Proposals if the actions required were caused by Owner or CPM's actions or other factors beyond the Architect's reasonable control or knowledge. Example: The Owner decides to change the plan of the building during construction, therefore requiring additional work. Note that this paragraph does not authorize Additional Services for Change Orders due to design errors or omissions, document clarification, etc.

4.2.4 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work unless the damage or loss are based on confirmed defective plans or specifications prepared by Architect. In the event that the allegations of defective plans or specifications are not proved, Architect shall be compensated for any services provided in connection with replacement of such Work as additional services.

4.2.5 Providing services made necessary by the default of the CM@R, or by major defects or deficiencies in the Work of CM@R, or by failure of performance of either the Owner or CM@R under the Contract for Construction.

4.2.6 Evaluating claims submitted by the CM@R or third parties in connection with the

Work, unless such claims are based on confirmed defective plans and specifications prepared by Architect. In the event that the allegations of defective plans or specifications are not proved, Architect shall be compensated for any services provided in connection with replacement of such Work as additional services.

4.2.7 Addressing litigation causes or preparing to serve or serving as an expert witness in connection with any public hearing, non-binding mediation proceeding, unless architect or its sub-consultant is a party to the litigation.

4.3 Optional Additional Services

4.3.1 Providing financial feasibility or other special studies.

4.3.2 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

4.3.3 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

4.3.4 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

4.3.5 Providing coordination of Work performed by separate CM@Rs or by the Owner's own forces.

4.3.6 Providing detailed quantity surveys or inventories of material, equipment and labor.

4.3.7 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment. Preliminary furniture layouts are part of basic services. Furniture will be selected by the owner and submitted to the Architect.

4.3.8 Making investigations, surveys, evaluations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

4.3.9 Except for services in connection with warranty claims as provided for in section 3.8.25, providing Services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty (60)

days after the Date of Substantial Completion of the Work, unless resulting from architect's error or omissions.

4.3.10 Providing services of Consulting Engineers for other than the normal architectural, structural, mechanical and electrical for the Project.

4.3.11 Providing any other Services not otherwise included in this Agreement or as identified as Basic Services and not customarily furnished in accordance with generally accepted Architectural practice as designated below:

- Telecommunications/Data Design
- Acoustic Design
- Theater Consultant
- Food Service Consulting
- TDLR Review and inspection
- Audio/Visual Design
- Library Consulting
- Programming
- Land Surveying
- Geotechnical Services
- Existing Facilities Studies
- Environmental Studies and Reports
- Schedule Development and Monitoring
- Civil Design
- Landscape Design
- Interior Design
- Detailed Cost Estimating
- On-Site Project Representation
- Construction Management
- Start-up Assistance
- Record Drawings
- Post Contract Evaluation
- LEED Certification
- Lighting Consultant
- Graphics & Way Finding
- Windstorm Certification
- MEP Energy Modeling

ARTICLE 5
OTHER BASIC SERVICES

The Architect's Basic Services include the following:

5.1 ***Owner InSite*** software: Mandatory use of the web-based project management software; Owner ***InSite.*** Access to this software will be provided at no charge to the Architect and Consultants by the CPM. Documentation uploads will be required at each of the following five phases by the Architect and all consultants: (1) Schematic Design Phase; (2) Design Development Phase; (3) Construction Documents Phase; (4) Bidding or Negotiation Phase; and (5) Construction Phase-Administration of the Construction Contract. Training will be provided at no charge by the CPM. The documents which will be uploaded include but are not limited to the following:

Design Management

- Drawings and Specification at all phases
- Planning and approval documents

Communications

- Meetings
- Photos
- Issues

Construction

- Issues
- Schedule
- ASI's
- RFI's
- Submittals
- Field Reports
- Punch lists
- Warranties

5.2 Building Information Modeling (BIM) – BIM modeling is considered basic services. All sub consultants and specialty consultants must also provide this service as a basic service though all phase of the design and construction

ARTICLE 6
THE OWNER'S RESPONSIBILITIES

6.1 The Owner shall provide full information regarding requirements for the Project including a Facilities Program, which shall set forth the Owner's design objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

6.2 The Owner, or its authorized representatives or the CPM, shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect's Services.

6.3 The Owner shall furnish a written legal description and a certified land survey of the Project site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, adjacent drainage, rights-of-way, restrictions, easements, encroachment, zoning, deed restrictions boundaries and contours of the site; locations, dimensions and complete necessary data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

6.4 The Owner shall furnish the services of Geotechnical Consulting Engineers or other Consulting Engineers as selected when such services are deemed necessary by the Architect and the Owner. Such Services shall include test borings, test pits, soil bearing values, percolation tests, surveys of hazardous materials, air and water pollution tests, ground corrosion and resistivity test, including necessary operations for determining sub-soil, air and water conditions, with reports and appropriate professional recommendations.

6.5 The aforementioned services, information, surveys and reports required herein shall be furnished at the Owner's expense. The Architect shall be entitled to rely upon the accuracy of all information provided by the Owner. The Architect shall not be held responsible for any injury or damage resulting from erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

6.6 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

6.7 The Owner shall establish and update an overall budget for the Project, including the Construction Cost Limitation, the Owner's other costs and reasonable contingencies related to all of these costs.

ARTICLE 7
STATEMENT OF CONSTRUCTION COST

7.1 Definition

The Construction Cost Limitation shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

7.2 Responsibility for Construction Cost Limitation

7.2.1. Evaluations of the Owner's Project budget, Construction Cost Limitation and Detailed Estimates of Construction Cost Limitation, if any, shall be prepared by the CPM. It is recognized, however, that neither the Architect nor the Owner or the CPM have control over the cost of labor, materials or equipment, the CM@R's methods of determining bid prices or over competitive bidding, market or negotiating conditions.

7.2.2 While the Architect does not represent that Architect's design will assure a bid or proposal price equal to or lower than the Construction Cost Limitation, Architect shall, as part of Basic Services, alter and adjust the design, with the assistance of Owner and the CPM, as necessary to produce a Project that conforms to the Construction Cost Limitation.

7.2.3 If a Project budget or the Construction Cost Limitation is exceeded by GMP or negotiated proposal, (by more than five (5) percent), the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize re-bidding or re-negotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate this Agreement, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost Limitation.

7.2.4 Provided the Construction Cost Limitation has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply with the fixed limit.

ARTICLE 8
COMPENSATION TO THE ARCHITECT

8.1 Basic Compensation. The Owner shall compensate the Architect, as follows:

8.1.1 For Basic Services, Basic Compensation shall be computed as follows:

(insert fee here)

8.1.2 Where compensation is based on a stipulated sum or percentage of the Construction Cost Limitation, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase:	Fifteen percent	(15%)
Design Development Phase:	Twenty percent	(20%)
Construction Documents Phase:	Thirty Five percent	(35%)
Bidding or Negotiation Phase:	Five percent	(05%)
Construction Phase	Twenty Five percent	(25%)

8.2 Compensation for Additional Services.

8.2.1 For project representation beyond Basic Services compensation shall be computed follows:

8.2.2 For Additional Services of Consulting Engineers, including additional structural, mechanical and Consulting Engineering services and those identified as part of Additional Services, a multiple of 1.1 times the amount billed to the Architect for such services.

8.3 Reimbursable Expenses. For Project Expenses and any other items included as Reimbursable Expenses, a multiple of One (1) times the amounts expended by the Architect, the Architect's employees and Consulting Engineers in the interest of the Project.

8.4 Additional Provisions

8.4.1 If the Basic Services covered by this Agreement have not been completed within

90 days from the date of Substantial Completion, through no fault of the Architect, extension of the Architect's services beyond that time shall be further compensated as provided in this Agreement.

8.4.2 Owner's payments to Architect are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 6.0% per annum

The rates and multiples used for Additional Services shall be adjusted annually in accordance with the normal salary review practices of the Architect.

8.5 Basic Service Fee Compensation Adjustment

The basic fee lump sum compensation may be adjusted when authorized in writing by Owner and when the Construction Cost Limitation (CCL) increases more that 5% during any phase including acceptance of final GMP award amount. Provided however that in no event shall the Architects fee be lowered after a phase of basic services has been completed.

ARTICLE 9
REIMBURSABLE PAYMENTS TO THE ARCHITECT

9.1 Direct Personnel Expense. Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

9.2 Reimbursable Expenses. Reimbursable expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and Consulting Engineers in the interest of the Project for the expenses listed in the following Subparagraphs:

a. Travel by architect, in excess of two hundred miles per month, except as follows, will be reimbursable at the rate of $0.56 per mile, or at the current IRS rate, whichever is less;

(1) Travel outside of Hidalgo and Starr Counties, will be considered only if requested and approved by the Owner;
(2) Travel within a radius of 15 miles from the Architect/Engineer's office will be considered incidental and a part of the firm's overhead;
(3) Travel to and from the Architect's office to project sites in Hidalgo and

Starr County by architect, or architect's sub- consultants and specialty consultants;

b. Fees paid for securing approval of authorities having jurisdiction over the Project;

c. Expense of reproductions of Contract Documents only over and above the sets supplied as part of the Architect's Basic

d. Services;

e. Expense of renderings, models and mock-ups requested by the Owner;

f. Long distance phone service only if not associated with in - office or consultant communication. Phone and internet service shall not be considered a reimbursable expense;

g. Mail and overnight delivery costs for items specifically requested by Owner on Owner's authorized forms only;

h. Insurance premiums above Architect's standard coverage as approved by Owner. The amount of the premium to be reimbursed on an individual basis.

9.3 Payments on Account of Basic Services. Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to Services performed within each phase of services.

9.4 When compensation is based on a percentage of the Construction Cost Limitation, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent Construction Cost Limitation or detailed estimate of the Construction Cost Limitation for such portions of the Project.

9.5 Payments on Account of Additional Services. Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or

expenses incurred.

9.6 Architect's Accounting Records. Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner and Owner's authorized representative within ten (10) days of request.

ARTICLE 10
CONSTRUCTION CHANGE ORDERS

10.1 A Change Order is a written instrument prepared by the contractor, submitted to the CPM and Owner for review and signed by the Owner, CM@R and Architect, stating their agreement upon all of the following:

a. change in the Work

b. The amount of the adjustment in the Contract Sum, if any

c. The extent of the adjustment in the Contract Time, if any.

10.2 Methods used in determining adjustments to the Contract Sum shall include those listed in Paragraph 11.3.

ARTICLE 11
CONSTRUCTION CHANGE PROPOSALS

11.1 A Construction Change Proposal is a written order prepared by the CMR, submitted to the Architect and Owner and signed by the Owner and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, or Contract Time, or both. The Owner may by Construction Change Proposal, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

11.2 If the Construction Change Proposal provides for any adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation

b. By unit prices stated in the Contract Documents or otherwise mutually

agreed upon

c. By cost estimated by the CM@R plus, if applicable, overhead and/or profit percentage, and accepted by the Architect. The CM@R's estimate shall become a fixed price which shall not be changed by any variation in the actual cost of executing the Work covered by the change

d. On Cost to be determined in a manner agreed upon by the parties plus, if applicable, overhead and/or profit percentage

e. By actual cost determined after the Work covered by the change is completed, plus, if applicable, overhead and/or profit percentage

11.3 As used in this section, Construction Change Proposal's "cost" shall mean the estimated or actual net increase in cost to the CM@R, or Subcontractor for performing the work covered by the change, including actual payments for materials equipment rentals, expendable items, wages and associated benefits to workmen and to supervisors employed full time at the Site where the Work is performed, insurance, bonds, and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the Site, or any amount for profit or fee to the CM@R, Subcontractor, or Sub-subcontractor. Rates for the CM@R and Subcontractor owned equipment shall not exceed the rates listed in the Associated Equipment Distributors rental rate book as adjusted to the regional area of the Work under this Contract.

11.4 Upon receipt of a request for a Construction Change Proposal, the CM@R shall promptly proceed with the change in the Work involved and advise the Architect of the CM@R's agreement or disagreement with the method, if any, provided in the Construction Change Proposal for determining the proposed adjustment in the Contract Sum or Contract Time.

11.5 A Construction Change Proposal Signed by the CM@R indicates the agreement of the CM@R therewith, including adjustment in Contract Sum and Contract Time or the Method for determining them. Such agreement shall be effective immediately and shall be subsequently recorded as a Change Order.

11.6 The amount of credit to be allowed by the CM@R to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering

related Work or Substitutions are involved in a change, the percentage for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

11.7 If the Owner and CM@R do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination, whose decision shall be final.

11.8 When the Owner, CPM and CM@R agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be subsequently recorded by preparation and execution of an appropriate Change Order.

ARTICLE 12
MINOR CHANGES IN THE WORK

The Architect shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written execution and shall be binding on the Owner and CM@R. The CM@R shall carry out such written orders promptly.

ARTICLE 13
SUBSTANTIAL COMPLETION

13.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

13.2 When the CM@R considers that the whole Work, or a portion thereof designed in the Contract Documents for separate completion is substantially complete the CM@R shall submit to the Architect the permits and certificates, and the CM@R's request for review of the permits and certificates by the Architect. The Architect will determine whether the Work or designated portion thereof is substantially complete. If the Architect's review and observation discloses any item which is not in accordance with the requirements of the Contract Documents, the Architect will then prepare and submit to the CM@R a comprehensive list of items to be completed and/or corrected. The CM@R shall proceed promptly to complete and correct items on the list before issuance of the Certificate of Substantial Completion. All Work items or Contract Requirements

which remain incomplete/unsatisfied at the Date of Substantial Completion will form the initial "Punch-list" for Final Acceptance. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. All representations required by the Contract Documents shall commence on the date of Final Completion and Acceptance which is thirty days after substantial completion. The Certificate of Substantial Completion shall be submitted to the Owner and CM@R for their written acceptance of responsibilities assigned to them in such Certificate.

13.3 Upon Substantial Completion of the Work and upon application by the CM@R and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work as provided in the Contract Documents.

13.4 After Substantial Completion of the Work, at the Architect's discretion and with the consent of the CM@R's Surety, Architect may approve an Application for Payment from the withheld retainage amount but not more than one-half the estimated cost of the Work remaining to be done. Remaining retainage will be released with Final Payment after Final Completion and Acceptance of the whole Work.

ARTICLE 14
FINAL COMPLETION AND FINAL PAYMENT

14.1 Upon receipt of written notice that the whole Work is ready for Final Observation and Acceptance, the Architect will promptly (14 days or less) undertake its review. The Architect will promptly (14 days or less) issue and issue date a Certificate of Final Completion and Acceptance, stating that to the best of the Architect's knowledge, information, and belief, on the basis of the Architect's observations, the Work has been completed in accordance with the terms and conditions of the Contract Documents, or it will advise the CM@R and the Owner in writing of any matters that prevent it from issuing such a Certificate. When any such matters have been addressed and resolved to the Architect's satisfaction, it shall thereafter promptly issue and date a Certificate of Final Completion and Acceptance as set forth above. In the Final Certificate for Payment, the Architect will state the date on which the whole Work was fully complete and acceptable, which date shall be the date of Final Completion and Acceptance.

14.2 Neither final payment to the CM@R nor any remaining retained percentage shall become due until the CM@R submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's Property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given and acknowledged by the Owner, (3) a written statement that the CM@R knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

ARTICLE 15
DELAYS AND EXTENSIONS OF TIME

15.1 If Architect's performance of this Agreement is prevented or delayed by any unforeseeable cause, existing or future, which is beyond the reasonable control and without the fault or negligence of Architect, Architect shall, within twenty-four hours of the commencement of any such delay, give to Owner written notice thereof and within seven days of commencement of the delay and advise of the impact of delay on performance of the Work. Within seven days after the termination of any such delay, Architect shall file a written notice with Owner specifying the actual duration of the delay. Failure to give any of the above notices shall be sufficient ground for denial of an extension of time. If Owner reasonably determines that the delay was unforeseeable, beyond the control and without the fault or negligence of Architect, Owner will extend the time of performance of this Agreement accordingly.

15.2 The Architect shall provide assistance in the review of the CM@R's claims for additional time or costs and make recommendations to Owner of such claims.

ARTICLE 16
SUSPENSION AND TERMINATION

16.1 <u>Suspension of Performance for Owner's Benefit without Fault of Architect.</u>

16.1.1 Owner may, for any reason whatsoever, suspend performance under the

Contract. Owner shall give written notice of such suspension to Architect and specify, if known, the beginning and ending dates of the suspension.

16.1.2 Ceasing Performance upon Suspension. From and upon the effective date of any suspension ordered by Owner under this Article, Architect, and its consultants shall incur no further expense or obligations in connection with the Contract and Architect, and its consultants shall upon receipt of notice, cease their performance. Architect shall also, at Owner's direction, suspend any of its open or outstanding subcontracts or Agreements.

16.1.3 Claim for Costs of Suspension. In the event Owner directs a suspension of performance through no fault of Architect, and provided Architect submits a proper claim as provided in this Contract, Owner shall pay Architect (based on the most current and provided level of services) as full compensation for such suspension Architect's earned fees through the suspension date, plus verifiable, reasonable and necessary costs of operation on behalf of this Contract, actually incurred and paid, for:

a. Demobilization and remobilization, including such costs paid to Architect's consultants

b. Preserving and protecting Work in place

c. Storage of documents, materials or equipment acquired for the Project, including insurance thereon.

16.1.4 Resumption of Work after Suspension. If Owner lifts the suspension it shall do so in writing, and Architect shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Architect has exercised its right of termination as provided herein,

16.1.5 Termination by Architect for Prolonged Suspension of Performance. If performance of this Contract is suspended for a period of ninety (90) consecutive days at the direction of Owner pursuant to Paragraph 16.1.1, or by an order of any court or other public authority, or as a result of any act of the Government, and provided that such suspension by Owner or public authority is through no fault of Architect or any person or entity working directly or indirectly for Architect, Architect may, upon ten (10) days' written notice to Owner, terminate performance under the Contract and recover from Owner on the terms and conditions and in the amounts provided in Paragraph 16.1.3.

16.1.6 Owner Not Liable for Additional Costs or Damages. The compensation due to Architect under Section 16.1.3 for Costs of Suspension shall be only the amounts paid to Architect arising out of a suspension and Owner shall not be liable for any additional costs incurred by Architect, either directly or indirectly, or for any of Architect's consequential damages.

16.2 Termination by Architect for Cause. If Owner shall persistently or repeatedly fail to perform any material obligation to Architect for a period of thirty (30) days after receiving written notice from Architect of its intent to terminate hereunder, Architect may terminate performance under the Contract by written notice to Owner. In such event, Architect shall be entitled to recover from Owner on the terms and conditions and in the amounts as though Owner had terminated Architect's performance under the Contract for convenience pursuant to Paragraph 16.3 below.

16.3 Termination by Owner for Convenience. Owner may, at its option, terminate for convenience any work under the Agreement in whole or, from time to time, in part, at any time by written notice to Architect. Such notice shall specify the extent to which the performance of work is terminated and the effective date of such termination.

16.3.1 Upon receipt of such notice, Architect shall immediately discontinue work on the date and to the extent specified in the notice and advice all of its consultants that all design work has been terminated;

16.3.2 Architect waives any claims for damages including loss of anticipated profits, and consequential damages on account thereof, but as the sole right and remedy of Architect, Owner shall pay in accordance with the following:

16.3.3 Submission of Termination Claim and Compensation for Termination for Convenience. When terminated for convenience, Architect shall be compensated as follows:

a. all amounts due and not previously paid to Architect for work completed in accordance with the Agreement prior to such notice of termination, and work thereafter completed as specified in such notice, but not to exceed in the aggregate the actual costs of the services performed to the date of notice, and if the notice specified other services to be performed, the cost of those services, and

b. Actual reasonable and necessary administrative costs associated with settling and paying claims arising out of the termination of work under Architect subcontracts or Agreements,

In no event shall Architect be entitled to recover anticipated profits or other consequential damages from Owner on account of a suspension termination for convenience or by an erroneous termination for cause, as described below. The total sum to be paid Architect under this Paragraph shall never exceed the Architect's fee based on the Construction Cost Limitation, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16.4 Termination for Default by Architect. Notwithstanding any other provision of this Agreement, Architect shall be considered in default of its contractual obligations under this Agreement if it:

a. Performs work which fails to conform to the requirements of this Agreement

b. Fails to meet the Project Schedule or fails to make progress so as to endanger performance

c. Fails to pay any required fees

d. Fails to supply adequate labor, supervisory personnel or proper equipment or materials

e. Fails to timely discharge its obligations for labor, equipment, materials, and insurance

f. Disobeys applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction

g. Abandons or refuses to proceed with any or all work, including directed modifications; h) fails to fulfill any of the terms of this Agreement

h. fails to provide, within the time specified in the following paragraph, in response to demand by Owner in the event that an order for relief in bankruptcy in entered with

respect to Architect or Architect becomes insolvent or makes a general assignment for the benefit or creditors, adequate assurance of Architect's future performance in accordance with the terms and conditions of the Agreement. Owner shall be the sole judge of the adequacy of said assurance

i. The errors and omissions insurance policy should be cancelled.

16.4.1 Upon the occurrence of any of the provisions in Section 16.4, Owner shall notify Architect in writing of the nature of the Architect's failure and of Owner's intention to terminate the Agreement for default. If Architect fails to cure such failure within seven (7) calendar days from the receipt of notification, or sooner if safety of persons is involved, or if Architect fails to provide satisfactory evidence that such failure will be corrected within a reasonable period of time consistent with established Project objectives, Owner may, without notice to Architect's sureties, if any, terminate in whole or in part Architect's right to proceed with work by written notice and prosecute the work to completion by any other method deemed expedient.

16.4.2 Architect and its sureties, if any, shall be liable for all costs in excess of the Agreement price for such terminated work reasonably and necessarily incurred in the completion of the work as scheduled, including cost of administration of any Agreement awarded to others for completion.

16.4.3 Upon termination for default, Architect shall:

a. Immediately discontinue work on the date and to the extent specified in the notice and place no further orders

b. Promptly obtain cancellation upon terms satisfactory to Owner of all consulting agreements

c. Cooperate with the Owner in the transfer of information and disposition of work in progress so as to mitigate damages

d. Comply with other reasonable requests from Owner regarding the terminated work.

16.4.4 If, after termination pursuant to this section, it is determined that Architect was not

in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the section entitled Optional Termination.

16.5 Non-Waiver. Failure by Owner to insist upon strict performance of any terms or conditions of this Agreement, or failure or delay to exercise any rights or remedies provided herein or by law, or failure to properly notify Architect, in the event of breach, or payment for services provided, or failure to review designs, shall not release Architect from any of the representations or obligations of this Agreement and shall not be deemed a waiver of any right of Owner, to insist upon strict performance hereof or of its rights or remedies hereunder.

ARTICLE 17
OWNERSHIP AND USE OF DOCUMENTS

17.1 The Architect shall provide to the Owner originals of the following documents including but not limited to: drawings, specifications and other documents or things prepared by the Architect and Engineers for the Project, in written reproducible form and electronic form (AutoCAD CD) of the original design, signed and sealed by the Architect(s) and Engineer(s) to be used by Owner as Owner deems necessary for the use of the project without violating any copyrights of the Architect. The Owner acknowledges, however, that all reports, plans, specifications, field data and notes and other documents, including documents on electronic media, prepared by the Architect as instruments of service shall remain the property of the Architect.

17.2 If the Contract is terminated by the Owner for any reason, at any stage of the Contract, the Architect has granted the Owner a limited license that allows the Owner to use the documents to complete the design and/or construction of the Project

17.3 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with 8.1.2 based on (1) the most recent guaranteed maximum price or the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 18
NON-BINDING MEDIATION

18.1 In the event of a dispute or claim between the Architect and Owner arising out of or related to this agreement, both parties agree to submit to Non-Binding Mediation prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights of subsequent action).

18.2 Such Non-Binding Mediation shall be with a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

18.3 Both the Architect and Owner will bind their respective Consulting Engineers, Contractors, Fabricators, and Suppliers involved in this Project to contracts which provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

ARTICLE 19
INSURANCE AND CLAIMS NOTIFICATION

19.1. The maintenance in full force and effect of such form and amount of insurance as follows shall be a condition precedent to the Architect's exercise or enforcement of any rights under this Agreement.

19.2 Architect shall, promptly after execution of this Agreement and prior to working on the Project, deposit, with the Owner, Certificates of Insurance from a company with an A.M. Best Company rating of "A-" or better, and a financial classification of VII or better or a rating of Standard & Poor's Ratings Services, A Division of the McGraw-Hill Companies, Inc. of AA or better or a Moody's Investor's Service, Inc. rating of AA or better, or as otherwise approved by Owner, evidencing compliance with this Agreement, including the following requirements.

19.3 Failure to provide evidence of insurance coverage or failure to maintain coverage during the term of this Agreement, subject to waiver by Owner, shall constitute a material breach of this Agreement. Information concerning reduction of coverage shall be furnished by the Architect with reasonable promptness in accordance with the Architect's information and belief.

19.4 Coverages shall not be cancelled, allowed to expire, or non-renewed without 30 days written notice of cancellation, expiration, or non-renewal. Such notice shall

be provided to the following persons: (1) Owner's CPM; (2) Owner's legal counsel; and (3) Owner's Assistant President for Construction. In the event that any policy is cancelled, allowed to expire, or be non-renewed, Architect or its Consultant, shall obtain another policy with the same coverages as set forth below and all future policies shall include a prior acts date dated the same date as the Notice to Proceed with the respective phase.

19.5 All insurance policies shall apply to the acts or omissions of Architect, its officers, agents and employees, and for Architect's legal responsibility for the acts or omissions of its Consultants and anyone directly or indirectly under the control, supervision, or employ of Architect or Architect's Consultants and shall encompass site services including, but not limited to, monitoring the work as it proceeds for issuing payments and completion certificates and professional services involved in bid preparation and submission. Coverage should include failure to complete construction documents or to act on submittals in the time promised unless those losses are due to improper design.

19.6 Where applicable, Owner shall be named as an Additional Insured on the policies specified herein.

19.7 Professional Liability Insurance. Architect and all Consultants shall carry Professional Liability Insurance covering the Project in the amounts set forth below. Coverages shall be maintained as follows:

a. The Architect shall submit proof of such insurance in the amount of not less than $1,000,000.00 per claim and $1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion

b. The structural Consulting Engineer(s) shall submit proof of such insurance in the amount of not less than $1,000,000.00 per claim and $1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion

c. The mechanical/electrical Consulting Engineer(s) shall submit proof of such insurance in the amount of not less than

d. $1,000,000 per claim and $1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion

e. The civil Consulting Engineer(s) shall submit proof of such insurance in the

amount of not less than $1,000,000 per claim and $1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion.

19.7.1 A project specific policy may also be obtained with the same coverages and minimum one-year tail end coverage.

19.8 Business Automobile Liability Insurance. Architect shall obtain and maintain Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles, with a combined single limit of no less than $500,000 per accident and shall name the Owner as an Additional Insured.

19.9 Worker's Compensation Insurance. Architect shall carry Worker's Compensation insurance as required by the Workers Compensation Law of the State of Texas, as amended from time to time.

19.10 Employer's Liability Insurance. Architect shall carry Employer's Liability Insurance coverage in an amount of at least $1,000,000.00 per accident for bodily injury per accident.

ARTICLE 20
MISCELLANEOUS PROVISIONS

20.1 Venue. This Agreement is to be governed by the laws of the State of Texas. Venue shall be in Hidalgo County, Texas.

20.2 Interpretation of Agreement. The Architect, with the assistance of the CPM, shall be the interpreter of the technical requirements of the Contract Documents and the judge of the performance thereunder by the CM@R. The Architect, with the assistance of the CPM, shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the CM@R, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the CM@R relating to the execution or progress of the Work or the interpretation of the Contract Documents. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

20.3 Hazardous Materials. It is acknowledged by the parties that the scope of services does not include any services related to the use of asbestos or hazardous or toxic materials. The Architect and Architect's Consulting Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal

of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

20.4 As between the Owner and Architect, the applicable statute of limitations shall commence and be applied as governed by state law.

20.5.1 For purposes of this Agreement, "Force Majeure" shall mean any of the following events: (1) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; (2) contamination by radioactivity; (3) rebellion, revolution, insurrection, military or usurped power, and civil war; (4) riot, commotion or disorder, and strike, except where solely restricted to employees of persons directly engaged by the Owner or their suppliers; or (5) flood, earthquake, fire, and other acts of nature that are beyond the control of the Owner and Architect.

20.5.2 Owner and Architect shall be absolved from liability for any act, omission, or circumstance occasioned by any cause whatsoever not within the control of the party affected thereby and which such party could not, by reasonable diligence, have avoided. Such acts, omissions, or circumstances, however, shall not relieve such party of liability in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause relied on. The requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties.

20.6 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

20.7 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

20.8 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written above.

ATTEST:

(Seal)

ARCHITECT

BY:_____
NAME:_____
TITLE: Principal in Charge

South Texas College

BY:_____
NAME: Dr. Shirley Reed
TITLE: President

Review and Action as Necessary on Updated Fee Schedule to Include Professional Engineering Fees for Thermal Plants and Civil Engineering Projects

Approval of an updated fee schedule to include professional engineering fees for thermal plant and civil engineering projects is requested.

Broaddus & Associates has continued negotiating with the approved engineers to finalize design fees. Currently the fees proposed by the Thermal Plants and Site Improvements engineers have a diverse range. In an effort to develop fair and equitable fees for each project engineer, Broaddus & Associates recommends updating the previously approved fee schedule to include fees for these types of projects.

In an effort to develop the proposed fee schedule, B&A's staff has researched previous history at STC with similar projects in order to prepare this recommendation. Over the past five years, civil engineer's fees have averaged 9.33%. The fee proposed in this updated schedule range from 7.75% to 9.75% depending on the size and scope of each project.

The packet includes a copy of the updated fee schedule showing the proposed additions. Including these design fees for thermal plant and civil engineering type projects will provide a basis for equitable negotiations with each project engineer.

The packet also includes a list of the 2013 Bond Construction Program projects for which fees will be negotiated directly with an MEP or Civil Engineer, as approved by the Board of Trustees in October and November 2014.

A representative from B&A will be present at the January 27, 2015 Regular Board meeting to review this information and address efforts by B&A to reduce the fee schedule, as presented to the Committee.

The Facilities Committee recommended Board approval of the updated fee schedule to include professional engineering fees for thermal plant and civil engineering projects as presented.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the updated fee schedule to include professional engineering fees for thermal plant and civil engineering projects as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the updated fee schedule to include professional engineering fees for thermal plant and civil engineering projects as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

South Texas College
Architect/Engineering Fee Schedule

Range of Construction Cost	Classroom, Office and Other Buildings	Health Facilities /Science/ Thermal Energy Plants	Parking/Site Improvements/ Infrastructure - Civil
New Construction			
Over $15,000,000	**5.25%**	**5.75%**	**7.75%**
Over $10,000,000	**5.75%**	**6.25%**	**8.25%**
Over $8,000,000	**5.85%**	**6.35%**	**8.35%**
Over $6,000,000	**5.95%**	**6.45%**	**8.45%**
Over $4,000,000	**6.05%**	**6.55%**	**8.55%**
Over $2,000,000	**6.15%**	**6.65%**	**8.65%**
Over $1,000,000	**6.25%**	**6.75%**	**8.75%**
Over $800,000	**6.50%**	**7.00%**	**9.00%**
Over $600,000	**6.75%**	**7.25%**	**9.25%**
Over $400,000	**7.00%**	**7.50%**	**9.50%**
Over $200,000	**7.25%**	**7.75%**	**9.75%**
Up to $200,000	**Negotiated**		
Remodeling & Renovation			
Over $5,000,000	**7.25%**	**7.75%**	**8.50%**
Over $1,000,000	**8.25%**	**8.75%**	**8.75%**
Over $800,000	**8.50%**	**9.00%**	**9.00%**
Over $600,000	**8.75%**	**9.25%**	**9.25%**
Over $400,000	**9.00%**	**9.50%**	**9.50%**
Over $200,000	**9.25%**	**9.75%**	**9.75%**
Up to $200,000	**Negotiated**		

NOTE: When construction cost falls between the tabular limits the fee will be interpolated

Revised 1-9-2015 AM

South Texas College - 2013 Bond Construction Program

Summary of Recommended MEP and Civil Engineering Firms and Fees

Firm	Recommended Project Assignments	Construction Cost	Engineering Fee Cap %	Engineering Fee Cap $
Mechanical, Electrical, & Plumbing Engineering - Board Approved October 2014				
Halff Associates, Inc.	Pecan Campus - Thermal Plant Expansion	$ 4,300,000.00	6.55%	$ 281,650.00
DBR Engineering Consultants, Inc.	Mid Valley Campus - Thermal Plant Expansion	$ 3,800,000.00	6.65%	$ 252,700.00
Sigma HN Engineers	Starr County Campus - Thermal Plant Expansion	$ 3,800,000.00	6.65%	$ 252,700.00

Civil Engineering - Board Approved November 2014				
Perez Consulting Engineers	Pecan Campus - Parking Lot and Sitework	$ 2,000,000.00	8.75%	$ 175,000.00
Halff Associates, Inc.	Mid Valley Campus - Parking Lot and Sitework	$ 2,000,000.00	8.75%	$ 175,000.00
Melden & Hunt, Inc.	Starr County Campus - Parking Lot and Sitework	$ 1,000,000.00	9.00%	$ 90,000.00
Hinojosa Engineering, Inc.	Technology Campus - Parking Lot and Sitework	$ 650,000.00	9.25%	$ 60,125.00
R. Gutierrez Engineering	Nursing & Allied Health Campus - Parking Lot and Sitework	$ 1,100,000.00	8.75%	$ 96,250.00

Review and Action as Necessary on Fee Proposal by Dannenbaum Engineering for District-Wide Building to Building ADA Compliance Phase II

Approval of fee proposal with Dannenbaum Engineering for the District-Wide Building to Building ADA Compliance Phase II is requested.

Once the Board approves the contracting of engineering services, staff normally proceeds to negotiate the best fees, execute a contact, and proceeds with the work. Because of the abnormally high fee proposed by Dannenbaum Engineering for this project, and the uniqueness of the work required, staff has prepared the following information for discussion with the Facilities Committee and approval by the Board.

After Dannenbaum Engineering completed Phase I of the District-Wide Building to Building ADA Compliance project, staff recommended and the Board approved contracting with Dannenbaum Engineering to provide civil engineering design services for Phase II. STC Facilities Planning & Construction staff has since negotiated contract terms and fees with Dannenbaum Engineering to begin Phase II. During these negotiations, Mr. Richard Seitz with Dannenbaum informed staff that they had lost money on Phase I and could not afford to work on Phase II for the same fee percentage.

Mr. Seitz explained that due to the uniqueness of this improvements project, which includes the preparation of drawings for over sixty three (63) improvements over five (5) campuses, it requires an extensive amount of time and therefore cannot be performed for the typical engineering fee. Staff requested that Dannenbaum Engineering submit a written statement outlining the best fees which can be offered before opting to decline the opportunity to continue with Phase II.

Staff has negotiated with Dannenbaum Engineering to determine whether they could arrive at a fee which is both reasonable from the College's perspective and sufficient for the firm to move forward with this project. The packet includes a letter from Dannenbaum outlining their best offer.

On a cost of construction percentage basis, the proposed engineering design fee for basic services equates to 13.71% and staff would not normally recommend approval when the percentage is this high. The current fee schedule indicates a fee of 9.00% for engineering services on projects of this size. However, after considering the uniqueness of the design services required for this project, information provided by Dannenbaum Engineer from Phase I, and comparison with other previous projects with similar circumstances, staff recommends approval of the proposed fee for basic services in the amount of $61,675.69 and additional services for surveying in the amount of $16,720.69 for a total of $78,396.03.

Staff has considered that with the knowledge gained during Phase I, Dannenbaum can be more efficient in the design of Phase II and therefore more cost effective than if the College was to reject the proposal and start over with a new firm. Starting over with a new firm could prove to be more costly.

The packet includes a copy of the proposal submitted by Dannenbaum Engineering in the amount of $78,396.03 and a breakdown showing the dollar amounts proposed during the negotiations of these services.

Staff will be present at the January 27, 2015 Regular Board meeting to address questions by the Board related to this recommendation.

The Facilities Committee recommended Board approval of the fee proposal with Dannenbaum Engineering in the amount of $78,396.03 as presented.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the fee proposal with Dannenbaum Engineering in the amount of $78,396.03 as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the fee proposal with Dannenbaum Engineering in the amount of $78,396.03 as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

January 8, 2015

South Texas College
3201 W. Pecan Blvd.
McAllen, Texas 78502

ATTN: *Gerry Rodriguez, A.I.A.*
Director of Facilities Planning and Construction

REF: *South Texas College*
District Wide ADA Improvements Building to Building Access – Phase II

SUBJ: *Fee Proposal*

Dear Mr. Rodriguez:

As previously discussed, the fee for the production of Construction Documents for the above referenced project is in excess of the eight percent (8%) of the construction cost typically paid for such work by South Texas College. However, the proposed Contract consists of the preparation of Construction Documents for a number of small construction projects with a small average construction cost less than the cost required to produce the Construction Documents.

It is a widely recognized fact in the Engineering community that the fee for producing Construction Documents decreases as the construction cost increases and projects under one hundred thousand dollar do not relate well to the typical curves utilized in establishing fixed fees and need to be set based on the effort required to produce the Construction Documents.

At the time Dannenbaum Engineering Company – McAllen, LLC contracted to produce Construction Documents for the first phase of this work, neither STC nor Dannenbaum anticipated the ratio of Engineering cost and construction cost for the work. The number of small sites increase the amount of survey and development cost that would be involved in providing the required Construction Documents. We now have a database of actual cost to look at that allows us to better evaluate a reasonable fee for the work. Exhibit A, attached herewith, illustrates actual Construction and Engineering costs for this work. Using this information, Dannenbaum feels a more reasonable fee for the preparation of Construction Drawings for Phase II of the work is thirteen and seventy-one one hundred's percent (13.71%).

Dannenbaum understands that the proposed fee of thirteen and seventy-one one hundred's percent (13.71%) is significantly higher than the eight percent (8%) typically awarded on project contracted by STC and understands if STC wishes to terminate negotiations with Dannenbaum and consider another firm. Should this be STC's decision, Dannenbaum will comply with this decision. Dannenbaum has worked well with STC in the past and looks forward to working with STC on future projects.

Should you require further information or clarification regarding this matter, please contact me at (956) 682-3677 at your earliest convenience.

Respectfully,
Dannenbaum Engineering Company - McAllen, LLC

Richard D. Seitz, P.E.
Project Manager

Attachments: 1

cc: Mr. Roberto Cuellar, A.I.A. – Project Manager - South Texas College
Mr. Louis H. Jones, Jr. – Dannenbaum Engineering Company - McAllen, LLC
Ms. Gloria Rodriguez - Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum File No. 0048-51

Summary of Fees

For

District Wide ADA Improvements Building to Building Access - Phase II
DEC Job No. 4851-01

January 8, 2015

I.	**Estimated Total Basic Services Fee**		
	A. Estimated Construction Cost	**$**	**449,859.14**
	B. Fee Percent from EXHIBIT "A"		13.71%
	Estimated Total Basic Services Fee	***$***	***61,675.69***
II.	**Preliminary Phase – Basic Services Fee**		
	A. Dannenbaum - Schematic Design / layout		
	10.00% of Estimated Basic Fee	$	6,167.57
	Subtotal: Preliminary Phase – Basic Services Fee	***$***	***6,167.57***
III.	**Preliminary Phase – Special Services Fee**		
	A. Surveying Services	$	16,720.34
	B. Geotechnical Services (By Others)	$	-
	C. Traffic Engineering Services (By Others)	$	-
	Subtotal: Preliminary Phase – Special Services Fee	***$***	***16,720.34***
IV.	**Design Phase – Basic Services Fee**		
	A. Dannenbaum - Final Bid Ready Plans, Specifications, & Costruction Estimate		
	70.00% of Estimated Basic Fee	$	43,172.98
	Subtotal: Design Phase – Basic Services Fee	***$***	***43,172.98***
V.	**Design Phase – Special Services Fee**		
	A. Landscape & Irrigation	$	-
	B. Lighting	$	-
	Subtotal: Design Phase – Special Services Fee	***$***	***-***
VI.	**Contract Phase – Basic Services Fee**		
	A. Dannenbaum - Bidding Phase Documents		
	5.00% of Estimated Basic Fee	$	3,083.78
	Subtotal: Contract Phase – Basic Services Fee	***$***	***3,083.78***
VII.	**Construction Phase – Basic Services Fee**		
	A. Dannenbaum - Limited Construction Phase Services		
	15.00% of Estimated Basic Fee	$	9,251.35
	Subtotal: Contract Phase – Basic Services Fee	***$***	***9,251.35***

Total Fee for Basic Services	**$**	**61,675.69**
Total Fee for Special Services	**$**	**16,720.34**
GRAND TOTAL	**$**	**78,396.03**

Note: The proposed fee does not include reproduction costs.

EXHIBIT A

Prepared 1/8/2014

TABLE A
ACTUAL STC ADA PHASE I CONSTRUCTION & ENGINEERING COSTS

DESCRIPTION	ACTUAL PHASE I ENGINEER'S COSTS										
	TOTAL	SPECIAL SERVICES						BASIC SERVICES			
		SURVEY	TOTAL	ADMIN/PM/ETC	DESIGN	BID		CONSTR	ADA COMP REV	ODC	TOTAL
ACTUAL COST	$ 89,156.74	$ 17,816.71	17,816.71	$ 5,444.13	$ 50,517.20	$ 2,723.31		$ 11,141.46	$ 950.00	$ 562.97	$ 71,339.07
EST 31 SITE COST	$ 39,838.93	$ 8,497.20	8,497.20	$ 2,596.43	$ 24,092.82	$ 1,866.54		$ 1,835.94	$ 950.00		$ 31,341.73

TABLE B
ACTUAL STC ADA PHASE I CONSTRUCTION & ENGINEERING COSTS

DESCRIPTION	ACTUAL PHASE I ENGINEER'S COSTS										% OF CONSTR COST
	TOTAL	SPECIAL SERVICES					BASIC SERVICES				
		SURVEY	TOTAL	ADMIN/PM/ETC	DESIGN	BID	CONSTR	ADA COMP REV	ODC	TOTAL	
$ 228,617.00	$ 39,838.93										17.4261%
		$ 8,497.20									21.3289%
			$ 8,497.20								21.3289%
				$ 2,596.43							6.5173%
					$ 24,092.82						60.4756%
						$ 1,866.54					4.6852%
							$ 1,835.94				4.6084%
								$ 950.00			2.3846%
									$ -		0.0000%
										$ 31,341.73	78.6711%

TABLE C

ACTUAL PHASE I CONSTRUCTION AND ENGR COST							EST PHASE II CONSTR & ENGR COSTS		
NUMBER OF PHASE I SITES CONSTRUCTED	ACTUAL TOTAL CONSTR. COST	AVERAGE CONSTR. COST PER SITE	TOTAL ENGR COST			AVERAGE ENGINEERING COST PER SITE	NUMBER OF PROPOSED PHASE II SITES	ESTIMATED PHASE II CONSTR COST	ESTIMATED PHASE II ENGINEERING COST
31	$ 228,617.00	$ 7,374.74	$ 39,838.93			$ 1,285.13	61	$ 449,859.14	$ 78,392.93

NOTE: Total Costs Incurred by Dannenbaum for the Phase I work amounted to $89,156.74. This amount reflects the cost incurred by Dannenbaum for the design and survey of sixty-five (65) sites and redesigns at direction of STC and includes $950.00 for ADA Review and $453.75 of reproduction cost neither of which was included in Contract with STC. A complete breakdown of cost is shown in TABLE A.

Dannenbaum then used the 31 to 65 ratio to calculate an estimated cost for just 31 sites. This is shown in TABLE A. The costs were then entered into TABLE B to arrive at a percentage for the various elements of work. The cost for the 31 sites was divided by the number of sites to arrive at an average cost for development of the Construction Documents which was then multiplied times the 61 new sites to be developed in the Phase II work to arrive at a cost for producing the Construction Documents for these sites. See TABLE C.

The percentage developed for the various elements of work for the 31 sites, TABLE B were then used to calculate an estimated cost for the development of the Phase II Construction Documents, (See TABLE D). The individual for the individual elements making up the Basic and Special Severces fees for the Phase II work are shown in TABLE D. The total for the Basic Services Fee was used to calculate a percentage that is used in the Fee Proposal to arrive at the cost for Basic Services shown in the Fee Proposal. Various elements of the Special portion of TABLE D were also placed into the Fee Proposal along with the percentage for the Basic Services to complete the Fee Proposal.

TABLE D
ESTIMATED STC ADA PHASE II CONSTRUCTION & ENGINEERING COSTS

ESTIMATED PH II CONSTRUCTION COST	ENGINEER'S ESTIMATED PHASE II COSTS										% OF CONSTR COST
	TOTAL (a)	SPECIAL SERVICES					BASIC SERVICES				
		SURVEY	TOTAL	ADMIN/PM/ETC	DESIGN	BID	CONSTR (b)	ADA COMP REV	ODC	TOTAL	
$ 449,859.14	$ 78,392.93										17.4261%
		$ 16,720.34									21.3289%
			$ 16,720.34								21.3289%
				$ 5,109.12							6.5173%
					$ 47,408.57						60.4756%
						$ 3,672.88					4.6852%
							$ 3,612.67				4.6084%
								$ 1,869.36			2.3846%
									$ -		0.0000%
										$ 61,672.59	78.6711%
										$ 78,392.93	100.0000%
										$ 61,672.59	13.7093%
										USE	13.7100%

Note: 1. This total does not include cost for subcontractor ADA Compliance Review or Reproduction costs.

Review and Action as Necessary on Contracting Architectural Design Services for the Pecan Campus Library Additional Study Rooms

Approval to contract architectural services for the design of the Pecan Campus Library Additional Study Rooms is requested.

The existing number of study rooms in the Pecan Campus Library is not sufficient to meet the current demand by students.

Funds for this project are included in the FY 2014-2015 construction budget. The packet includes a floor plan depicting the locations for the proposed design and construction work. These improvements will provide additional study rooms to be used by students visiting the library.

Five architectural firms listed below in alphabetical order were previously approved by the Board for one year to provide professional services as needed for projects under $500,000.

1. Boultinghouse Simpson Gates Architects
2. EGV Architects, Inc.
3. ERO Architects, Inc.
4. PBK Architects
5. Rike Ogden Figueroa Allex Architects

Boultinghouse Simpson Gates Architects has been identified by staff as the most qualified firm from the current list of approved architects and therefore recommended to provide architectural design services for this project.

Funds in the amount of $54,000 are budgeted in the FY 2014-2015 construction budget for the modifications and $8,100 is budgeted for design services with final amount to be negotiated.

Project Budget		
Budget Components	**Amount Budgeted**	**Actual Cost**
Design	$8,100	Actual design fees are estimated at $6,000 and will be finalized during contract negotiations.
Construction	$54,000	Actual cost will be determined after the solicitation of construction proposals.

Staff will negotiate design fees with the approved architect to determine an acceptable amount. The Facilities Committee recommended Board approval to contract architectural services with Boultinghouse Simpson Gates Architects for the design of the Pecan Campus Library Additional Study Rooms project as presented.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize contracting architectural services with Boultinghouse Simpson Gates Architects for the design of the Pecan Campus Library Additional Study Rooms project as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:

The Board of Trustees of South Texas College approves and authorizes contracting architectural services with Boultinghouse Simpson Gates Architects for the design of the Pecan Campus Library Additional Study Rooms project as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

N

PECAN CAMPUS LIBRARY SECOND FLOOR

A/E Professional Services On Call through 2015

Board Approval	Project Awarded	Firm	Campus	Project	Basic Services Fee	Additional Services	Totals	Percent Fee	Construction Amount
6/26/2014		**Boultinghouse Simpson Gates Architects** **EGV Architects, Inc.** **ERO Architects, LLP.** **PBK Architects, Inc.** **Rike Ogden Figueroa Allex Architects, Inc.**		**Award: 6/12/14 to 6/11/15**					
	10/28/2014	Boultinghouse Simpson Gates Architects	Pecan	Student Support Services Building Admissions, Welcome Center and Main Entrance Improvements	TBD	TBD	18,000*		250,000.00
		Boultinghouse Simpson Gates Architects							
	11/20/2014	EGV Architects	Pecan	Art Building Covered Area for Ceramic Arts	TBD	TBD	23,000*		325,000.00
		Boultinghouse Simpson Gates Architects							

* Estimated

Review and Action as Necessary on Rejecting Construction Proposals for the Pecan Campus Portable Building Infrastructure

Approval to reject construction proposals for the Portable Buildings Infrastructure is requested.

As plans develop for design and construction of new facilities included in the 2013 Bond Construction Program, portable buildings on the Pecan Campus will be relocated in order to make space available for construction. A total of fourteen existing portable buildings are currently located in an area on campus where the future STEM building, parking lot and site improvements will be constructed. As a result, civil engineers with Melden & Hunt have completed plans necessary for construction of the infrastructure required in the new location.

The packet includes a site plan showing the location at the Pecan Campus where ten portables will be located and where the infrastructure is to be built.

South Texas College staff worked with Melden & Hunt to prepare and issue the necessary plans and specifications for the solicitation of competitive sealed proposals. Solicitation of competitive sealed proposals for this project began on November 10, 2014. A total of two (2) proposals were received on December 15, 2014.

For the following reasons, staff recommends Board approval to reject the current proposals and allow staff to work with Melden & Hunt to reduce the project scope where possible, determine where costs can be reduced, and re-solicit construction proposals.

1. Proposals received are significantly above the available budget
2. Opportunities have been identified where scope of improvement can be reduced
3. The current timeline allows sufficient time to prepare revised drawings and re-solicit proposals.

The Facilities Committee recommended Board approval to reject construction proposals, require that Melden & Hunt design to effectively reduce cost, and re-solicit proposals for the Pecan Campus Portable Building Infrastructure as presented.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize rejecting construction proposals, requiring that Melden & Hunt design to effectively reduce cost, and re-soliciting proposals for the Pecan Campus Portable Building Infrastructure as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes rejecting construction proposals, requiring that Melden & Hunt design to effectively reduce cost, and re-soliciting proposals for the Pecan Campus Portable Building Infrastructure as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

STC South Texas College PECAN CAMPUS

Review and Action as Necessary on Substantial Completion of the Pecan Campus Student Support Services Building Office Modifications

Approval of substantial completion of the Pecan Campus Student Support Services Building Office Modifications project is requested.

Architects with ERO Architects and STC staff visited the site and developed a construction punch list. As a result of this site visit and observation of the completed work, a Certificate of Substantial Completion for the project was certified on December 11, 2014. Substantial Completion was accomplished within the time allowed in the Owner/Contractor agreement for this project. A copy of the Substantial Completion Certificate is included in the packet.

Bullard Construction Co. will continue working on the punch list items identified and will have thirty (30) days to complete before final completion can be recommended for approval. It is anticipated that final acceptance of this project will be recommended for approval at the February 2015 Board meeting.

The Facilities Committee recommended Board approval of the substantial completion of the Pecan Campus Student Support Services Building Office Modifications project as presented.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the substantial completion of the Pecan Campus Student Support Services Building Office Modifications project as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the substantial completion of the Pecan Campus Student Support Services Building Office Modifications project as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

12-17-14P05:00 RCVD

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
STC Student Services Building Modifications

PROJECT NUMBER: 13036/
CONTRACT FOR: General Construction
CONTRACT DATE: July 14, 2014

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
South Texas College
P.O. Box 9701
McAllen, Texas 78501

TO CONTRACTOR:
(Name and address)
Bullard Construction, Inc.
5000 West Military, Ste. 50
McAllen, Texas 78503

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

STC Student Services Building Modifications as indicated in the Construction Documents.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
All Warranties

Date of Commencement
December 11, 2014

ERO Architects, L.L.P.
ARCHITECT

BY

December 16, 2014
DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $28,372.86 as indicated on Application for Payment #4

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Bullard Construction, Inc.
CONTRACTOR

BY

12/16/14
DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8:00 AM Central (time) on December 11, 2014 (date).

South Texas College
OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Architectural, Mechanical, Electrical & Plumbing Punch Lists

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User Notes:

Discussion and Action as Necessary Regarding STC vs Chubb Insurance for Hail Damage Claim Settlement

The College is in discussion with Chubb Insurance regarding the Hail Damage Claim Settlement, and this item is included to provide legal counsel with an opportunity to update the Board of any updates on the claim.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize any appropriate action as recommended by legal counsel.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes any appropriate action as recommended by legal counsel.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

Update on Status of Construction Projects

The Facilities Planning & Construction staff prepared the attached design and construction update. This update summarizes the status of each capital improvement project currently in progress.

This item is for the Board's information only. No action is requested.

CONSTRUCTION PROJECTS PROGRESS REPORT January 15, 2015

Project number	PROJECT DESCRIPTION	Project Development					Design Phase				Solicitation of Proposals			Construction Phase						Project Manager	Architect/Engineer	Contractor
		Project Development	Board approval of A/E	Contract Negotiations	Concept Development	Schematic Approval	30%	60%	95%	100%	Solicit of Proposals	Approve Contractor	Construction Start	30%	50%	75%	95% Substantial Comp	100%	Final Completion			
	Pecan Campus and Pecan Plaza																					
14-1-012	Pecan - Annex Grant/Accountability Office Improvements																			Robert	EGV Architects	5 Star Construction
14-1-015	Pecan - Student Services Bldg Modifications																			Rick	ERO Architects	Bullard Construction
14-1-021	Pecan - Building A, G, D & X Electrical Disconnects																			John	ACR Engineering	Metro Electric
15-1-002	Pecan - Covered Area for Ceramic Arts Kilns																			Robert	EGV Architects	TBD
15-1-011	Pecan - Removal of existing trees for Bond projects		N/A			N/A														John	STC staff	TBD
15-1-012	Pecan - Infrastructure for relocation of Portable Buildings																			John	Melden & Hunt	TBD
15-1-013	Pecan - Relocation of Electrical Power Lines																			Gerry	TBD	TBD
15-1-020	Pecan - AECHS Service Drive and Sidewalk Relocation																			John	TBD	TBD
	Pecan - H.S.I. Grant Training Lab C111 Improvements		N/A	N/A							N/A	N/A								John	N/A	TBD
	Pecan - Professional Development Office Improvements		N/A	N/A		N/A						N/A								Rick	N/A	STC O&M
13-1-004	Pecan Plaza - Police Department Space Renovation																			Rick	PBK Architects	5 Star Construction
14-1-016	Pecan Plaza - Continuing Education Space Renovation																			Robert	Boultinghouse Simpson Gates Architects	Alpha Building Corp.
15-1-003	Pecan Plaza - Police Department Emergency Generator																			Rick	Halff Associates	TBD
15-1-004	Pecan Plaza - Asphalt Resurfacing on Back Side																			Rick	TBD	TBD
	Mid Valley Campus																					
	None currently in progress																					
	Technology Campus																					
14-3-R002	TC - West Academic Building Re-roofing																			Robert	Amtech Building Sciences	TBD
14-3-R006	TC - HVAC Cooling Tower Replacement																			Rick	Halff Associates	Pro-Tech
15-3-R001	TC - Replacement of flooring in Building B																			Robert	STC staff	Diaz Floors & Interiors
	Nursing and Allied Health Campus																					
14-4-001	NAH - Parking Lot Expansion																			John	Perez Consulting Engineers	TBD
14-4-R004	NAH - Irrigation system upgrades	N/A	N/A																	John	SSP Design	TBD
14-4-005	NAH - Subdivision Plat				N/A	N/A					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		John	Perez Consulting Engineers	N/A
15-4-022	NAH - Walls for Library Quiet Study Area		N/A	N/A	N/A	N/A														Rick	STC staff	TBD
15-4-R001	NAH - Carpet Replacement II - West Wing (RR)		N/A	N/A	N/A	N/A														Robert	STC staff	Vintage Tile & Stone
	Starr County Campus																					
14-5-003	Starr - Parking Lot 5 Lighting																			Rick	ACR Engineering	Zitro Electric
14-5-004	Starr - South Drive Lighting																			Rick	ACR Engineering	Zitro Electric
	District Wide Improvements																					
14-6-010	DW - Building to Building ADA Accessibility Phase II					N/A														Robert	Dannenbaum Engineering	TBD
14-6-011	DW - Infrastructure for Fiber Optic Lines																			Gerry	TBD	TBD
14-6-012	DW - Parking Lots Lighting Upgrades to LED					N/A														Robert	DBR Engineering	TBD

For FY 2014-2015, 27 projects are currently in progress, 3 has been completed and 33 pending start up - 63 Total

Status of Non-Bond Construction Projects In Progress
January 2015

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Pecan Campus							
Grant/Accountability Office Improvements	90%	January 2015	1. Construction Phase 2. Construction in progress	$24,000	$96,863.80	$46,502.50	$50,361.30
Student Services Building Offices Modifications	95%	December 2014	1. Construction Phase 2. Construction in progress	$154,050	$402,960.40	$372,017.29	$30,943.11
Pecan Campus Buildings A, G, H, & X Electrical Disconnects	30%	March 2015	1. Construction Phase 2. Construction in progress	$100,000	$101,121	$2,343.65	$98,777.35
Cover area for Ceramic Arts Kilns	5%	March 2015	1. Design phase 2. Contract negotiations in progress	$48,750	$29,250	$0	$29,250
Removal of Trees for Bond Construction	95%	January 2015	1. Construction Phase 2. Work on progress	$25,000	$20,271	$0	$20,271
Infrastructure for Relocation of Portable Buildings	100%	February 2015	1. Re-design Phase 2. Design work to reduce cost 3. Solicitation of construction proposals will be redone after re-design	$52,500	$30,047.71	$26,283.17	$3,764.54
Relocation of Electrical Power Lines	5%	March 2015	1. Design phase 2. Contract negotiations in progress	$11,250	TBD	$0	TBD
AECHS Service Drive and Sidewalk Relocation	3%	March 2015	1. Design phase 2. Contract negotiations in progress	$9,000	TBD	$0	TBD
HSI Grant Training Lab C111 Improvements	60%	February 2014	1. Construction Phase 2. Work in progress	Grant	TBD	$0	Grant

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Professional Development Office Improvements	100%	December 2014	1. Design Phase 2. FPC staff preparing basic construction drawings	$10,000	TBD	TBD	$10,000
Pecan Plaza Renovations for Police Department	99%	July 2014	1. Construction Phase 2. Substantial Completion has been certified 3. Punch list work is complete 4. Staff moved in during August 2014 5. Resolution to HVAC unit programming has been completed; pending final warranty information	$1,200,000	$904,143.45	$851,317.65	$52,825.80
Pecan Plaza Continuing Education Classrooms Improvements	95%	December 2014	1. Construction Phase 2. Construction in progress 3. Substantial Completion attained December 2014	$170,000	$187,471.35	$140,766.70	$46,704.65
Pecan Plaza Police Department Emergency Generator	5%	March 2015	1. Design phase 2. Contract negotiations in progress 3. Confirmed code and scope requirements with City of McAllen	$30,000	TBD	$0	TBD
Pecan Plaza Asphalt Resurfacing on Alley Side	5%	March 2015	1. Design phase 2. Contract negotiations complete	$8,000	$9,385	$0	$9,385
Mid Valley Campus							
No Work in Progress							
Technology Campus							
West Academic Building Re-roofing	99%	December 2014	1. Design Phase 2. Design Phase in progress	$125,000	$106,181.25	$65,000	$41,681.25
HVAC Cooling Tower Replacement	30%	January 2015	1. Construction Phase 2. Construction in progress	$415,000	$396,000	$43,422.49	$352,577.51

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Replacement of Flooring in Building B	50%	December 2014	1. Construction Phase 2. Contract has been signed 3. Contractor has ordered materials	$50,000	$15,462.15	$0	$15,462.15
Nursing and Allied Health Campus							
Parking Expansion	0%	April 2015	1. Construction Phase 2. Board approved contractor in December 2014	$740,000	$655,545.80	$0	$655,545.80
Irrigation System upgrades	75%	January 2015	1. Design Phase 2. Design work in progress	$5,000	TBD	$0	TBD
Subdivision Plat for 6.63 Acres	95%	January 2015	1. Design Phase, 2. Staff is working with the engineer to finalize subdivision plat 3. Traffic Impact Analysis in progress	$20,000	$19,690	$0	$19,690
Walls for Library Quiet Study Area	30%	January 2015	1. Construction Phase 2. Pending delivery of pre-manufactured walls	$25,000	$14,409.67	$0	$14,409.67
West Wing Re-carpeting	30%	December 2014	1. Construction phase 2. Installation in progress	$80,000	$65,416.24	$0	$65,416.24
Starr County Campus							
No Work in Progress							
District Wide							
Building to Building ADA Accessibility Improvements Phase II	10%	February 2015	1. Design Phase 2. Design work is in progress	$60,000	TBD	$0	TBD

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Infrastructure for Fiber Optic Lines	20%	March 2015	1. Project development Phase 2. Staff is working to confirm locations where underground infrastructure will be needed to additional fiber optic lines	$95,000	TBD	$0	TBD
Parking Lots Lighting Upgrades to LED	50%	February 2015	1. Design phase 2. Design work in progress	$15,000	$8,000	$0	$8,000
For FY 2014-2015, 27 non-bond projects are currently in progress, 3 has been completed and 33 pending start – Total 63							

Consideration and Approval of Checks and Financial Reports

Board action is requested to approve the checks for release and the financial reports for the month of December 2014. The approval is for checks submitted for release in the amount greater than $125,000.00 and checks in the amount greater than $25,000.00 that were released as authorized by Board Policy No. 5610.

Mrs. Mary Elizondo, Vice President for Finance and Administrative Services, will provide a review of the Financial Report for the month of **December 2014**, and will respond to questions posed by the Board.

The checks and the financial reports submitted for approval are included in the Board packet under separate cover.

Recommendation:
It is recommended that the Board of Trustees approve the submitted checks for release in an amount over $125,000.00, the checks that were released as authorized by Board Policy #5610, and the financial reports submitted for the month of December 2014.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the submitted checks for release in an amount over $125,000.00, the checks that were released as authorized by Board Policy #5610 and the financial reports submitted for the month of December 2014.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

Consideration and Approval of Checks and Financial Reports

The Checks and the Financial Reports presented for approval are included in the Board Packet under SEPARATE COVER:

A. Release of Checks for $25,000.00 to less than $125,000.00
   Released Prior to Board Approval for December 2014
B. Release of Checks for $125,000.00 and Above
   Board of Trustees Approval Required for December 2014
C. Release of Checks for $125,000.00 and Above
   Released Prior to Board Approval (Policy 5610) for December 2014
D. Release of Construction Fund Checks for December 2014
E. Quarterly Investment Report for December 2014
F. Summary of Revenue for December 2014
G. Summary of State Appropriations Income for December 2014
H. Summary of Property Tax Income for December 2014
I. Summary of Expenditures by Classification for December 2014
J. Summary of Expenditures by Function for December 2014
K. Summary of Auxiliary Fund Revenues and Expenditures for December 2014
L. Summary of Grant Revenues and Expenditures, December 2014
M. Summary of Bid Solicitations
N. Check Register for December 2014

FINANCIAL REPORTS

The Financial Reports are included in your Board packet under separate cover.

Discussion and Action as Necessary on the Acquisition of Real Property Adjacent to the Mid Valley Campus

The College has been contacted regarding the possibility of acquiring real property adjacent to the Mid Valley Campus and legally described as CHRISTENSEN BLK 9 LTS 15-16.

Dr. Reed will discuss this real property acquisition opportunity and recommended actions as necessary with the Board in Executive Session.

Any action must be taken in Open Session.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the acquisition of the real property legally described as CHRISTENSEN BLK 9 LTS 15-16 as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the acquisition of the real property legally described as CHRISTENSEN BLK 9 LTS 15-16 as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

Discussion and Action as Necessary on Sale of Real Property in Starr County to the County of Starr

The College has been contacted regarding real property in Starr County identified as Mike's Subdivision Block 21, Lot 1. The County of Starr would like to acquire the College's interest in that land to complete a drainage project.

A representative from Linebarger Goggan Blair & Sampson and Ms. Bernice Garza, Senior Project Manager with Starr County Federal and State Programs, will attend the meeting to discuss this property with the Board of Trustees in executive session.

Any action will be taken in Open Session.

Recommendation:
It is recommended that the Board of Trustees of South Texas College approve and authorize the sale of real property legally described as Mike's Subdivision Block 21, Lot 1 to the County of Starr as presented.

The following Minute Order is proposed for consideration by the Board of Trustees:
The Board of Trustees of South Texas College approves and authorizes the sale of real property legally described as Mike's Subdivision Block 21, Lot 1 to the County of Starr as presented.

Approval Recommended:

Shirley A. Reed, M.B.A., Ed.D.
President

Informational Items

- President's Report
- Board Committee Meeting Minutes from December 11, 2014:
  - December 11, 2014 Education & Workforce Development
  - December 11, 2014 Facilities
  - December 11, 2014 Finance and Human Resources (*cancelled – no Minutes*)

- Board Committee Meeting Minutes from January 15, 2015:
  - January 15, 2015 Education & Workforce Development
  - January 15, 2015 Facilities
  - January 15, 2015 Finance and Human Resources

President's Report

The 2015 Spring Semester is underway!! Students shared their inspiration on the first day of class, Tuesday, January 20, 2015.

Sister Jane Ann Slater, PhD, President of Our Lady of the Lake University (OLLU) and a delegation from OLLU were on the Pecan Campus on January 9, 2015 for the signing of a Memorandum of Understanding. The signing ceremony took place in the Pecan Campus Library Rainbow Room at 11:15 a.m. The purpose for the MOU is to facilitate the transition of South Texas College students to OLLU. Board of Trustees, Rose Benavidez, Paul Rodriguez, Graciela Farias and Gary Gurwitz joined me and key South Texas College staff in welcoming Sister Slater and the OLLU delegation on this momentous occasion for our two institutions. Kudos to Mario Morin from the College's Office of University Relations for his efforts in providing another opportunity for transfer for our graduates.

Participated in a meeting with representatives from Doctors Hospital at Renaissance, PSJA ISD, and key staff from the College's nursing program to announce the Associate Degree in Nursing Dual Enrollment Pilot Program that South Texas College is proud to facilitate along with several partners.

Prior to the launching on January 15, I and other CEOs from partner institutions participated in the filming of a video to be used at the launching of the pilot program.

The kick-off for this innovative pilot program was held on Thursday, January 15, 2015 and coordinated by Doctors Hospital at Renaissance and held at the Edinburg Conference Center. Representatives from partner institutions who joined me in signing the agreement were Dr. Daniel King, Superintendent for PSJA ISD, Dr. Marla Guerra, Superintendent for South Texas ISD, Israel Rocha, CEO for Doctors Hospital, Lisa Woodard, Vice President of Nursing at Doctors Hospital, and Dr. Cornelio Gonzalez, CEO, Region One. We are all excited about this new initiative for students who wish to pursue a nursing degree, and will help reduce the nursing shortage in the Rio Grande Valley.

On Friday, January 16, 2015, the College and the Texas Workforce Commission coordinated a **TWC Nursing Mentorship Program Grant Check Presentation** at the College's Dr. Ramiro R. Casso Nursing and Allied Health Campus (Rooms 101 & 102). Commissioner Hope Andrade presented the College with a check in the amount of $146,487 for the Nursing Mentorship Program Grant. The funding will be used to identify and train preceptors --in clinical settings-- from local acute care hospitals to provide guidance for the nursing students of South Texas College's Associate Degree Nursing Program. South Texas College Nursing Preceptors will act as one-on-one mentors who will guide the students to ensure they meet the clinical objectives of the course; guide other mentors who will assist the students meeting the clinical objectives of the course, guide students in patient care; and demonstrate the role of the registered nurse in patient-care situations.

I provided remarks and thanked Commissioner Andrade and the Texas Workforce Commission for being a long-standing partner of South Texas College. Since 2002, the College has received 13 grant

awards from TWC to provide high level training, for a total funding of over $11 Million to date. The project's objective is to support quality education for nursing students by supporting hands-on instruction. In addition to this WIA funding, a portion of the state's Skills Development Fund is being used to support partnerships between community colleges and health care employers to develop training for health care professionals, allowing them to advance their careers through certification or licensure in an allied health care program or specialized training for registered nurses. Projects with Grayson County College, El Paso Community College and El Centro College near Dallas are currently underway as a part of this effort.

I also thanked and recognized the members of the hospital and health care systems in South Texas who have partnered with South Texas College in this training project. They are:

1. McAllen Medical Center
2. Edinburg Children's Hospital
3. Mission Regional Medical Center
4. Rio Grande Regional Hospital
5. Solara Hospital
6. South Texas Behavioral Center
7. Starr County Memorial Hospital; and
8. The Doctor's Hospital at Renaissance

Commissioner Andrade shared the following statements; "We are pleased to award this grant as part of our Healthcare Innovation Project initiative to help meet the demand for registered nurses in the South Texas healthcare industry. This project is designed to provide an enhanced learning experience and hands-on training to nursing students while increasing the number of licensed RNs all across Texas."

The College has launched the **DegreeWorks** initiative this Spring 2015! DegreeWorks is a comprehensive, easy-to-use, web-based academic advising and degree audit tool that helps students and their advisors successfully navigate curriculum requirements. A video was created to promote the program and help South Texas College students understand there are tools available to help them stay on track for graduation! The video can be seen on YouTube at http://youtu.be/HmAZY5MOiqo

The South Texas College Culinary Arts Program received a $5,000 donation from H-E-B during the grand opening of the new store in McAllen.

The Culinary Arts Program was a perfect fit for H-E-B's "New Year, New Store, New YOU" of healthier lifestyle of living! Congratulations and kudos to Dean Mario Reyna and the Culinary Arts Program Chair for all of their efforts!

riCardo Crespo, former Global Creative Chief with 20th Century Fox and former Global Executive Creative with Mattel, Inc., will visit South Texas College at 6 p.m. on Jan. 27, 2015 at the Pecan Campus Library Rainbow Room in McAllen, to discuss how students can market their brand to prospective employers in today's job market. Currently, Crespo is the Chief Creative Officer with th13teen and the Brand Design Chief for Jacknife Design, both in Los Angeles. He's also held leadership roles at McCann Erickson, Saatchi & Saatchi and Chiat/Day.

Sponsored by the American Advertising Federation – Rio Grande Valley Chapter (AAF-RGV), Crespo will focus his presentation around informing students how they can recognize their need to present themselves as a compelling "brand" to a prospective employer, regardless of their chosen industry or trade, career goals and paths. Crespo will demonstrate how thinking creatively and out-of-the-box can help students craft their own voice and clearly demonstrate their value proposition. The presentation is free and open to all college students, alumni, faculty and staff.

The College's Center for Student Rights and Responsibilities held symposiums at all Campuses starting on January 12th at the Starr County Campus and ending on January 16th at the Pecan Campus. Symposium Topics included:

- Complaint & Grievance Process
- Grade Appeal Process
- Student Code of Conduct & Judicial Process
- Behavioral Intervention Team & Threat Assessment
- Mediation & Informal Conflict Resolution Services
- Conflict Resolution Services
- Compliance with Federal Title IX Law

Participants who attended and completed the Symposium received a certificate of completion. The events were open to all members of the faculty and staff.

CENTER FOR STUDENT RIGHTS AND RESPONSIBILITIES

Symposium on Student Rights & Responsibilities

Symposium Topics:

- Complaint & Grievance Process
- Grade Appeal Process
- Student Code of Conduct & Judicial Process
- Behavioral Intervention Team & Threat Assessment
- Mediation & Informal Conflict Resolution Services
- Conflict Resolution Services
- Compliance with Federal Title IX Law

Participants who attend the complete symposium will receive a certificate of completion.

Open Attendance, all members of the Faculty and Staff are welcome to attend.

The Conflict Resolution Center & the Ombudsperson shall provide an overview of the student complaint and grievance process, the grade appeal process, and other informal conflict resolution services, including mediation and facilitated dialogue.

The Office of Judicial Affairs shall discuss the Student Code of Conduct and the Eye-Witness-Reporting Portal. This will include an overview of the student conduct process, from reporting an incident, to resolution of the case, to supervision of students, to monitoring students of concern. This presentation will also include a live demonstration of how to report concerning behavior to the Office of Student Conduct and the Behavioral Intervention Team.

The Title IX Coordinator shall discuss Federal Title IX Law. This will include an overview of best practices for managing situations involving pregnant and parenting students.

Date	Location	Times
January 12, 2015	Starr Campus Building: E Room: Auditorium	9:30 a.m.-1:30 p.m.
January 13, 2015	Mid-Valley Campus Building: F Room: 154	8:30 a.m.-12:30 p.m.
January 14, 2015	Nursing & Allied Health Campus Room: 101-102	8:30 a.m-12:30 p.m.
January 15, 2015	Technology Campus Building: B Room: Auditorium	8:30 a.m.-12:30 p.m.
January 16, 2015	Pecan Campus Building J, Room: 1.216	8:30 a.m.-12:30 p.m.
January 13, 14, 15 & 17, 2015	Pecan Campus Building J, Room: 1.216	1:00 p.m.– 5:00 p.m.

PHI THETA KAPPA

Beta Epsilon Mu Chapter presents

Endangered Sea Turtles
How you can help!

Join us for a presentation from Sea Turtle Inc. of South Padre Island, Texas
Guest Speaker: Jean Pettit

Find out: What you can do to help with their preservation.
Common threats to Sea Turtles.

Come meet our special guest turtle!

Thursday, January 22, 2015
11:30 a.m.
Bldg. H Student Lounge
(next to Cafeteria)

Free Snacks at Event! Please Join Us!

Students, under the direction of advisors, are responsible for producing and publishing this document. Students bear the primary responsibility for this production and its content: do not necessarily reflect the opinions and beliefs of the South Texas College faculty, staff, administration and Board of Trustees.

All images courtesy of Sea Turtle, Inc.

The College's Phi Theta Kappa Beta Epsilon Mu Chapter held a presentation on **Endangered Sea Turtles** by guest speaker, Jean Pettit, on Thursday, January 22nd at the Pecan Campus Student Lounge. The presentation was from *Sea Turtle Inc*. of South Padre Island. Everyone was invited to stop by to learn about these endangered species and what can be done to help with their preservation.

- Coordinated a teleconference with Sergio Contreras, City of Pharr, Director of External Affairs. The purpose for the call was to bring him up-to-date on the Regional Center for Public Safety Excellence that South Texas College wants to establish in Pharr. He appreciated the update as he wants to become aware of the steps taken during the last legislative session. We plan to set up a meeting to discuss this further and include: Dylan Matthews-Chief of Staff with Representative Sergio Muñoz's office, Dr. Daniel King, Chief Villescas and Mario Reyna, South Texas College's Dean of Business and Technology.

- I was in Austin on Tuesday, January 20th and Wednesday, January 21st attending a meeting with representatives from the Civitas Programs, the Texas Student Success Council meeting, and the Texas Association of Community Colleges (TACC) Mirabeau B. Lamar Award luncheon honoring the Meadows Foundation, and the TACC Quarterly Meeting.

- Coordinated the agendas and back-up materials for the Finance and Human Resources, and Facilities Committee meetings, and the Regular Board meeting.

- Continue to meet with STC's President's Cabinet to:
  - facilitate administrative planning on a weekly basis;
  - review and address issues of concern;
  - formulate strategic direction and problem solving; and
  - provide communication and feedback among the President and the Vice Presidents
  - prepare for FY 2015-2016 revenue projections, budget, staffing plan, and operational plan

- Continue to meet with STC's President's Administrative Staff. The purpose of the President's Administrative Staff is to communicate information to all administrative staff and to provide the opportunity for discussion on areas of concern regarding the leadership and strategic direction for the College.

- Continue to meet with the College's Vice Presidents, Administrators, Planning and Development Council, Coordinated Operations Council, and other Councils to address immediate concerns and issues facing the College. Topics covered from January 5, 2015 – January 27, 2015 included:

  - Update on Spring 2015 Student Enrollment
    - Paid vs. Non-Paid
  - Discussion of Community College Day at the State Capital, Tues., February 3, 2015 @ 10 AM
  - Review and Discussion of Student Tuition and Fees for FY 2015-2016
  - Discussion of Revised Timelines for Bond 2013 Construction Projects
  - Discussion of TAMUK's Request to Offer Engineering Courses in Weslaco
  - Review and Discussion of Strategic Plan for Improving Fall to Fall Retention
  - Discussion of Priorities for the 84th Legislative Session
  - Discussion of RGV Legislative Day in Austin: February 10, 2015
  - Discussion of Board Appreciation Breakfast, Friday, January 30th @ 8 AM at the Cooper Center
  - Discussion of the Texas Regional STEM Degree Accelerator Grant Funded by Educate Texas
  - Discussion of Registration Holds and Removals as a Result of Behavioral Intervention Team Action
  - Review of Data Intake Request Process
  - Discussion of Status of Civitas Programs
  - Discussion of Strategic Plan for the Improvement of Fall to Fall Retention
  - Update on:
    - Board Appreciation Breakfast, January 30, 2015
    - Community College Day, February 3, 2015
    - RGV Legislative Day, February 10, 2015
    - College and Career Readiness Summit, February 23, 2015

- Discussion of New Associate Degree in Nursing Dual Enrollment Pilot Program
- Discussion of Enhanced Development of Regional Center for Public Safety Excellence
- Discussion of Proposal to Transition from Contracted Internal Auditor Services to In-House Internal Auditor Functions
- Presentation on Student Affairs and Enrollment Management Initiatives for Dual Enrollment Students
- Review of Workflow for Moves and Setups
- Discussion of Placing and Removing Registration Holds as a Result of Behavioral Intervention Team Action
- Discussion of Reference Checking Process for Internal Candidates
- Discussion of Proposed Personnel Policy Revisions
    - Policy #3210: Resident Status for Students
    - Policy #4313: Family and Medical Leave
- Update and Discussion of Data Related to Course Repeaters
- Review and Discussion of Preliminary Institutional Plan in Support of Enrollment and Persistence
- Review and Discussion of Texas Completes Key Performance Indicators
- Review and Discussion of Development of Consolidated Data Request Portal

Education and Workforce Development Committee Minutes December 11th, 2014

These Minutes were adopted by the Committee on January 15, 2015.

They were not included in the December 2014 Regular Board Meeting packet, and are presented here for Board Review.

South Texas College
Board of Trustees
Education and Workforce Development Committee
Ann Richards Administration Building, Board Room
Pecan Campus
Thursday, December 11, 2014
@ 3:30 p.m.
McAllen, Texas

MINUTES

The Education and Workforce Development Committee Meeting was held on Thursday, December 11, 2014 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 3:30 p.m. with Mrs. Graciela Farias presiding.

Members present: Mrs. Graciela Farias, Dr. Alejo Salinas, Jr., and Mr. Gary Gurwitz

Other Trustees present: Mr. Paul R. Rodriguez

Members absent: None

Also present: Dr. Shirley A. Reed, Dr. Anahid Petrosian, Dr. Ali Esmaeili, Mr. Nick Gonzalez, Ms. Sofia Pena, Mr. Mario Morin, and Mr. Andrew Fish.

Approval of Minutes for November 13th, 2014 Committee Meeting

Upon a motion by Mr. Gary Gurwitz and a second by Dr. Alejo Salinas, Jr., the Minutes for the Education and Workforce Development Committee meeting of November 13th, 2014 were approved as written. The motion carried.

Presentation on Student Success at Early College High Schools

Ms. Sofia Peña, Director of Early College High Schools, presented on the success of students at Early College High Schools at South Texas College partner campuses throughout Hidalgo and Starr Counties. Mr. Nick Gonzalez, Administrator for High School Programs and Services, joined the discussion.

Ms. Pena provided a brief background on the mission and development of Early College High Schools and South Texas College's partnerships with area school districts. Texas was a leader nation-wide, and South Texas College leads the state of Texas with 26 out of 108 Early College partnerships statewide.

Early College High Schools developed to provide a transition from secondary to higher education, and to give students a chance to earn up to an Associate Degree while completing the requirements for a high school diploma.
Ms. Peña reviewed the growth of the ECHS programs and enrollment, and the success of students graduating from these programs, many times with associate degrees and/or certificates from South Texas College – all earned and awarded tuition-free.

She also discussed the steps that South Texas College takes in collaboration with school district partners to maintain the strong program quality, student support, and faculty performance that ultimately translate into student success.

Ms. Peña shared projections for the future enrollment and graduations, and details on how South Texas College planned to continue building on the successful Early College High School programs with partner ISDs, and how the College serves as a model for other institutions across the state and the nation as they develop their own programs.

This item was for the Committee's information and feedback to staff, and no action was requested.

Presentation on the New Mathways Project

Dr. Ali Esmaeili, Dean of Math, Science, Bachelor Programs, and University Relations and Mario Morin, New Mathways Project Lead and Math Faculty, provided a presentation on the New Mathways Project.

The New Mathways Project (NMP) was a national initiative with the goal of reforming developmental mathematics education for Texas students. South Texas College worked with the Charles A. Dana Center at UT-Austin, and was a statewide leader in developing and implementing successful strategies to help students achieve necessary competencies to complete college-level math.

NMP looks at three pathways to accelerate student achievement of necessary math skills:

1. Statistical Reasoning
2. Quantitative Reasoning
3. STEM-Prep (Science, Technology, Engineering, and Math)

During the first semester, in the NMP model, students enroll in two courses. *Foundations for Mathematical Reasoning,* which is a developmental math course that helps students develop foundational skills to properly learn college-level course material, and *Frameworks for Mathematics and Collegiate Learning*, a course that helps students acquire the strategies and drive needed to succeed

Students would then be able to enroll in Academic Math courses aligned to their academic and career goals, as needed. This process allowed students on non-STEM pathways to complete developmental requirements and earn credits to satisfy core-curriculum math in a single year.

South Texas College was one of nine co-development partners, and served as a mentor to Coastal Bend Community College.

Fall 2013 was South Texas College's pilot semester for the project, and implementation officially began in late July 2013 when course materials were first released to the co-development partners. With only one month of marketing and recruiting, 29 students took the course, in three separate section offerings at two campuses. In Fall 2014, 54 students were placed in four sections, and there were seven sections offered for Spring 2015.

Dr. Esmaeili and Mr. Morin provided additional insight into associated project activities and looked at the next steps for the New Mathways Project. They also responded to questions from the Committee. They offered to return once the Fall 2014 semester finished and student performance data was ready for presentation to the Committee.

This item was for the Committee's information and feedback to staff, and no action was requested.

Adjournment

There being no further business to discuss, the Education Workforce Development Committee Meeting of the South Texas College Board of Trustees adjourned at 4:42 p.m.

I certify that the foregoing are the true and correct minutes of the December 11, 2014 Education and Workforce Development Committee of the South Texas College Board of Trustees.

_____
Mrs. Graciela Farias
Chair

Facilities Committee Minutes December 11th, 2014

These Minutes were adopted by the Committee on January 15, 2015.

They were not included in the December 2014 Regular Board Meeting packet, and are presented here for Board Review.

South Texas College
Board of Trustees
Facilities Committee
Ann Richards Administration Building, Board Room
Pecan Campus
Thursday, December 11th, 2014
@ 4:30 PM
McAllen, Texas

MINUTES

The Facilities Committee Meeting was held on Thursday, December 11th, 2014 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 4:47 p.m. with Mr. Gary Gurwitz presiding.

Members present: Mr. Gary Gurwitz, Dr. Alejo Salinas, Jr., Mr. Paul R. Rodriguez, Ms. Rose Benavidez, Mrs. Graciela Farias, and Mr. Jesse Villarreal

Members absent: Mr. Roy de León

Also present: Dr. Shirley A. Reed, Mr. Chuy Ramirez, Mrs. Mary Elizondo, Mrs. Wanda Garza, Dr. David Plummer, Mr. Gerry Rodriguez, Mr. Ali Kolahdouz, Mr. Cody Gregg, Mr. Eli Nguma, Mrs. Marie Evans, Mr. Gilbert Gallegos, Mr. Rolando Garcia, Ms. Diana Bravos, Mr. Paul Hernandez, Mr. Gus Martinez, and Mr. Andrew Fish

Approval of November 13, 2014 Facilities Committee Meeting Minutes

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Paul R. Rodriguez, the Minutes for the Facilities Committee Meeting of November 13, 2014 were approved as written. The motion carried.

Update on Status of 2013 Bond Construction Program

Mr. Gilbert Gallegos with Broaddus & Associates provided an update on the status of the 2013 Bond Construction Program. This was for the Committee's information and feedback to staff and the construction program management firm, and no action was requested.

Review and Discussion on 2013 Bond Construction Program Management Responsibilities Matrix

This item was on the posted agenda, but was not discussed at the Facilities Committee meeting. No action was taken.

Executive Session:

The South Texas College Board Facilities Committee convened into Executive Session at 4:52 p.m. in accordance with Chapter 551 of the Texas Government Code for the specific purpose provided in:

- Section 551.071, Consultations with Attorney
- Section. 551.072. Deliberation Regarding Real Property;

1. Discussion and Action as Necessary on Sale of Real Property in Starr County to the State of Texas

2. Discussion and Action as Necessary Regarding STC vs Chubb Insurance for Hail Damage Claim Settlement

3. Discussion and Recommend Action as Necessary on Architect Negotiated Contracts and Fees for the 2013 Bond Construction Program Priority Projects

Open Session:

The South Texas College Board Facilities Committee returned to Open Session at 6:15 p.m. No action was taken in Executive Session.

Discussion and Action as Necessary on Sale of Real Property in Starr County to the State of Texas

Discussion and action as necessary on sale of real property in Starr County to the State of Texas will be requested at the December 16, 2014 Board meeting.

Texas Department of Transportation (TxDOT) submitted a proposal, which was received by the College on November 24, 2014, for purchase of land along FM 755 for additional road right of way. This property is not located near the STC Starr County

Campus. The packet included a map showing the location of the land proposed for sale to the State of Texas.

According to the College's delinquent tax attorney, Linebarger Goggan Blair & Sampson, LLP, South Texas College, Starr County, Rio Grande City School District, and the Starr County Hospital District have interest in this property due to a bankruptcy court decision. TxDOT offered $23,300 for the purchase of the 6.657 acre property. This dollar amount would be divided amongst the taxing entities on a prorated basis. The value offered per acre was approximately $3,500. According to Linebarger Goggan Blair & Sampson, LLP, the recorded value as of 2004 of the entire property of 67 acres is $70,000, or $1,045 for an acre.

For this type of proposed purchase from TxDOT, STC had thirty (30) days to respond and/or begin negotiations or the proposed purchase price would become final. The deadline to respond to this proposal was December 24, 2014. Therefore staff recommended that the Board authorize the President and legal counsel to respond prior to the deadline in order to secure an opportunity for future negotiations.

South Texas College's Legal Council reviewed this item with the Committee.

Mr. Gustavo Martinez from Linebarger Goggan Blair & Sampson, LLP also attended the meeting to address any questions as needed.

Upon a motion by Mr. Gary Gurwitz and a second by Dr. Alejo Salinas, Jr., the Facilities Committee recommended Board approval to authorize the President and Legal Counsel to begin negotiations as necessary with TxDOT to determine a fair and equitable price for the property as presented. The motion carried.

Discussion and Action as Necessary Regarding STC vs Chubb Insurance for Hail Damage Claim Settlement

The Facilities Committee was asked to discuss with legal counsel and recommend action as necessary regarding legal settlement with Chubb Insurance for Hail Storm Damage insurance claim. Any recommended action would be presented for consideration by the South Texas College Board of Trustees at the Tuesday, December 16, 2014 Regular Board Meeting.

Upon a motion by Mr. Gary Gurwitz and a second by Ms. Rose Benavidez, the Facilities Committee recommended Board approval and authorization for Legal Counsel to retain the services of a construction cost estimator on behalf of South Texas College in this hail damage claim. The motion carried.

Discussion and Recommend Action as Necessary on Architect Negotiated Contracts and Fees for the 2013 Bond Construction Program Priority Projects

Approval of architect contracts and fees for the design of the 2013 Bond Construction Program four priority projects will be requested at the December 16, 2014 Board Meeting.

Broaddus & Associates' staff completed contract and fee negotiations with each architect firm selected for the following priority projects.

Project	Architect
Pecan Campus STEM Building	Boultinghouse-Simpson-Gates Architects
Mid Valley Campus Health Professions and Science Building	ROFA Architects
Starr County Campus Health Professions and Science Building	Mata-Garcia Architects
Nursing & Allied Health Campus Expansion	ERO Architects

Mr. Gilbert Gallegos from Broaddus & Associates presented proposed fees for each architectural firm selected for the four priority projects. The initial fees presented were provided in the packet for the Committee's review.

The Committee reviewed the proposed fees, and recommended Board approval of the fees negotiated with Boultinghouse-Simpson-Gates Architects for the Pecan Campus STEM Building project and with Mata-Garcia Architects for the Starr County Campus Health Professions and Science Building project. Both firms' fees were negotiated at 6.118% of the estimated construction cost.

The Committee rejected the fees presented for ERO Architects on the Nursing & Allied Health Campus Expansion project and for ROFA Architects on the Mid Valley Campus Health Professions and Science Building project. The Committee instructed Broaddus & Associates to return to those two firms with a counter-offer of 5.650% with ROFA Architects and 5.500% with ERO Architects, and to bring the firms' responses to the Board on Tuesday, December 16, 2014.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Facilities Committee recommended Board approval of the following architectural services fees, contingent upon acceptance by the firms and Board approval of the architectural services contract:

Project	***Architect***	***Committee Recommended Fee****
Pecan Campus STEM Building	Boultinghouse-Simpson-Gates Architects	6.118 %
Mid Valley Campus Health Professions and Science Building	ROFA Architects	5.650 %
Starr County Campus Health Professions and Science Building	Mata-Garcia Architects	6.118 %
Nursing & Allied Health Campus Expansion	ERO Architects	5.500 %

The motion carried.

Review and Recommend Action on Construction Manager-At-Risk Standard Construction Contract for the 2013 Bond Construction Program

Approval of the Construction Manager-at-Risk Standard construction contract for the 2013 Bond Construction Program was scheduled for the December 16, 2014 Regular Board Meeting.

Due to concerns about previous items, the Committee decided to skip this item altogether. No formal action was taken, and staff was advised that this agenda item would not be ready for Board action for the December 16, 2014 Regular Board Meeting.

Review and Recommend Action on Request for Proposals Publication and Solicitation for Construction Manager-At-Risk Construction Services for the 2013 Bond Construction Program

Approval of the Request for Proposals (RFP) Publication and Solicitation for Construction Manager-at-Risk (CMR) construction services for the 2013 Bond Construction Program was scheduled for the December 16, 2014 Regular Board Meeting.

Due to the concerns regarding the proposed draft contract and the potential for the contract revisions to affect the solicitation for proposals, the Committee took no formal

action and asked that this item not be presented for Board action pending further Committee review of contract language.

Review and Recommend Action on Additional Services with Broaddus & Associates for Information Technology/Audio Visual Consultant Services for the 2013 Bond Construction Program

Approval of Additional Services with Broaddus & Associates for Information Technology/Audio Visual consultant services provided by WJHW, Inc. will be requested at the December 16, 2014 Board meeting.

IT/AV consultant services are typically approved under the project architect's contract as an additional service and is an option available to STC. For the Bond Construction Program, including seven architect firms, this could result in each project architect firm providing different IT/AV consultant and the possibility of systems variations from building to building.

STC's IT and AV staff reviewed the proposed scope of IT/AV related design work to be included in the Bond Program and recommends that these consultant services be provided through a single source rather than through each project architect. Having a single source would allow staff to develop equitable systems designs from building to building at a lower cost. This method of design was used in the 2001 Bond Construction Program and provided good results. Below are some of the advantages of having a single source for IT/AV consultant services:

- Consistency in systems development and design
- Consistency in systems plans and specifications
- Reduced consultant fees due to larger volume contract
- Efficiency in design process while working with STC staff
- Quality control in use and implementation of STC systems standards
- Quality control in updating STC systems standards
- Efficient STC staff time and effort during design, construction phase, and future operations

The proposal developed by WJHW, Inc. and submitted by Broaddus & Associates includes the following consultant and design services:

- Review and confirm communication systems standards
- Design Audio Visual Systems
- Design Structured Cabling Systems
- Design Video Surveillance and Access Control
- Coordinate with Program Manager and STC staff during design and construction phases

- Coordinate with each architect to develop plans and specifications for each building project

The collaboration of South Texas College technology staff with a single source of IT/AV solutions, WJHJ, Inc., would increase the likelihood that proposed solutions would be congruent with the strategic directions and goals set by the College for service excellence and scalability. Additionally, the College would benefit during the design and construction phases by having a centralized, accountable point of contact and standardization across multiple construction projects, effectively reducing total cost of ownership in the long-term.

A copy of the proposal submitted by Broaddus & Associates in the amount of $637,500 and supporting documentation from consultant WJHW, Inc. was provided in the packet. Also included was a breakdown showing the dollar amounts proposed during the negotiations of these services. The proposed fee included a 4 percent coordination fee for Broaddus & Associates. Broaddus & Associates staff was asked to estimate the cost of the IT/AV consultant design services if they were provided by each architect and the cost was estimated at $701,340.00 plus reimbursable expenses.

Broaddus & Associates representatives and STC staff attended the December 11, 2014 Board Facilities Committee meeting to address questions by the committee related to this recommendation.

The Committee expressed concern regarding the additional costs identified, and the role of Broaddus & Associates, acting as Construction Program Manager and also requesting additional fees to manage the IT/AV Consultant services in addition to the previously approved contract.

Mr. Gilbert Gallegos agreed to waive the proposed 4% coordination fee in response, offering to assume the responsibility and liability for Broaddus & Associates to coordinate with any contracted IT/AV Consultant.

The Committee also expressed concern with the provision for travel reimbursement, set at a “not-to-exceed” threshold of $67,500 and without itemized justification of that amount. Staff agreed to coordinate with the proposed vendor and bring their justification to the Board for review.

Upon a motion by Mr. Gary Gurwitz and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval of the additional services with Broaddus & Associates in the amount of $617,500 for Information Technology/Audio Visual consultant services provided by WJHW, Inc. for the 2013 Bond Construction Program as presented. This total reflected the initial proposal, less the 4% coordination fee originally included by Broaddus & Associates. The motion carried.

Review and Recommend Action on Contracting Mechanical, Electrical, and Plumbing (MEP) Design Services for Pecan Campus Sports Field Lighting

Approval to contract mechanical, electrical, and plumbing (MEP) engineering design services for the Pecan Campus Sports Field Lighting project will be requested at the December 16, 2014 Board meeting.

Since 2009, the sports field located on the north side of the Pecan Campus operated after dark by use of rented lights and generators. As the demand for evening activities increases, the cost of the rental equipment also increased to approximately $8,700 per year. The cost of the rental equipment reached the point where it was economically beneficial to install permanent sports field lighting.

The three MEP engineering firms listed below were previously approved by the Board for one year to provide professional services as needed for projects under $300,000.00.

1. DBR Engineering Consultants, Inc.
2. Halff Associates, Inc.
3. Sigma HN Engineers, PLLC

Since this list of MEP firms was approved at the June 26, 2014 Board meeting, firms have been awarded projects on a rotational basis for on-call services. The next recommendation firm based on this rotation was DBR Engineering to provide these services.
Funds were budgeted in the FY 2014-2015 construction budget for design and construction of these improvements, with final amount to be negotiated.

Project Budget		
Budget Components	**Available Funds**	**Estimated Cost**
Design	$30,000	Actual design fees are estimated between $15,000 and $18,000 and will be finalized during contract negotiations.
Construction	$200,000	Actual cost will be determined after the solicitation of construction proposals.

The Facilities Committee asked Legal Counsel for clarification whether the recommendation based on a rotational basis was legally sufficient. The concern had been raised that the Board must approve the most highly qualified firm for a specific project.

Legal Counsel opined that there was some ambiguity, but that the College's RFQ process to establish and maintain the "on-call" was generally sufficient and the Board's use of the on-call list was justifiable under the law, although he agreed that Board should take care to select the most highly qualified firm from the on-call list for each specific project assignment, based upon staff review of the firms' qualifications.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mrs. Graciela Farias, the Facilities Committee recommended Board approval to contract Mechanical, Electrical, and Plumbing (MEP) engineering design services with DBR Engineering for the Pecan Campus Sports Field Lighting project as presented. The motion carried.

Review and Recommend Action on Contracting Construction Services for the Nursing & Allied Health Campus North Parking Lot Expansion and Entry Drive

Approval to contract construction services for the Nursing & Allied Health Campus North Parking Lot Expansion and Entry Drive project will be requested at the December 16, 2014 Board meeting.

This parking lot expansion project began as a proposed expansion to an existing parking lot on the east side of campus as identified on the campus master plan. Because of the construction of the new City water tower and installation of portable buildings in the proposed expansion area, the additional parking lot was relocated to the west side of the water tower. This relocation required that a portion of a drive included in the master plan be constructed in order to access the new parking area. Funding for this portion of the new drive was intended to come from the 2013 Bond proceeds. Therefore, it was recommended that a portion of this project including the area of the new drive be funded through Bond funds and the parking expansion be funded through non-bond funds. The packet included a map showing the two areas of this site improvement project.
funds for this parking expansion project at the Nursing & Allied Health Campus were included in the FY 2014-2015 construction budget and Bond Funds. It was proposed that the parking expansion and new drive be funded using both sources. Constructing the proposed portion of a new drive would allow for adequate access to the new parking area. The remaining drive would be constructed as part of the remaining Bond construction work planned for this campus.

Perez Consulting Engineers assisted STC staff in preparing and issuing the necessary plans and specifications for the solicitation of competitive sealed proposals. Solicitation of competitive sealed proposals for this project began on October 16, 2014. A total of six (6) sets of construction documents were issued to general contractors, sub-contractors, and suppliers and a total of six (6) proposals were received on October 31, 2014.

Timeline for Solicitation of Competitive Sealed Proposals	
October 16, 2014	Solicitation of competitive sealed proposals began.
October 31, 2014	Six (6) proposals were received.

Staff evaluated these proposals and provided the Committee with a proposal summary. It was recommended that the top ranked contractor be recommended for Board approval.

Funds have been budgeted in the FY 2014-2015 Construction budgets for this project.

Source of Funding	Available Funds	Highest Ranked Proposal
Non-Bond Construction	$540,000	$442,266.20
Bond Construction	$200,000	$213,279.60

Mr. Gary Gurwitz abstained from the discussion and action on this item.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mrs. Graciela Farias, the Facilities Committee recommended Board approval to contract construction services with Texas Cordia Construction, LLC in the amount of $655,545.80 for the Nursing & Allied Health Campus North Parking Lot Expansion and Entry Drive project as presented. The motion carried.

Review and Recommend Action on Contracting Construction Services for the Starr County Campus Buildings A and B Re-Carpeting

Approval to select a contractor for the Starr County Campus Buildings A and B Re-Carpeting project will be requested at the December 16, 2014 Board meeting.

Carpeting in some areas of these buildings was over fifteen years old and needed replacement. Staff proposed replacing the carpet with carpet tile which was the current STC standard due to its higher quality and reduced maintenance.

STC staff issued the necessary plans and specifications for the solicitation of competitive sealed proposals. Solicitation of competitive sealed proposals for this project began on November 3, 2014. A total of nine (9) sets of construction documents were issued to general contractors, sub-contractors, and suppliers and a total of five (5) proposals were received on November 18, 2014.

Timeline for Solicitation of Competitive Sealed Proposals	
November 3, 2014	Solicitation of competitive sealed proposals. Nine (9) sets of construction documents were issued.
November 18, 2014	Five (5) proposals were received.

Staff evaluated these proposals and prepared a proposal summary, which was included in the packet. It was recommended that the top ranked contractor be recommended for Board approval.

Funds were available in the FY2014-2015 Renewals and Replacements budget for this project.

Source of Funding	Amount Budgeted	Highest Ranked Proposal
Renewals & Replacements	$30,000	$22,196

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Facilities Committee recommended Board approval to contract construction services with W.F. Imhoff Co., Inc. dba/Intertech Flooring in the amount of $22,196 for the Starr County Campus Buildings A and B Re-Carpeting project as presented. The motion carried.

Review and Recommend Action on Substantial Completion of the Pecan Plaza Renovation for Continuing Education Additional Classrooms and Cashiering Space

Approval of substantial completion for the Pecan Plaza Renovation for Continuing Education Additional Classrooms and Cashiering Space project will be requested at the December 16, 2014 Board meeting.

Architects with Boultinghouse Simpson Gates Architects and STC staff visited the site and developed a construction punch list. As a result of this site visit and observation of the completed work, a Certificate of Substantial Completion for the project was certified on November 14, 2014. Substantial Completion was accomplished within the time allowed in the Owner/Contractor agreement for this project. A copy of the Substantial Completion Certificate was included in the packet.

Alpha Building Corporation would continue working on the punch list items identified and would have thirty (30) days to complete before final completion can be recommended for approval. It was anticipated that final acceptance of this project would be recommended for approval at the January 2015 Board meeting.

Upon a motion by Mrs. Graciela Farias and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval of the substantial completion of the Pecan Plaza Renovation for Continuing Education Additional Classrooms and Cashiering Space project as presented. The motion carried.

Update on Status of Non-Bond Construction Projects

The Facilities Planning & Construction staff prepared the attached design and construction update. This update summarized the status of each capital improvement project currently in progress. Gerry Rodriguez will be present to respond to questions and address concerns of the committee.

Adjournment

There being no further business to discuss, the Facilities Committee Meeting of the South Texas College Board of Trustees adjourned at 7:56 p.m.

I certify that the foregoing are the true and correct minutes of the December 11th, 2014 Facilities Committee Meeting of the South Texas College Board of Trustees.

_____
Mr. Gary Gurwitz, Chair

The Finance & Human Resources Committee Meeting scheduled for Thursday, December 11, 2014 was cancelled, and no Minutes were prepared.

Education and Workforce Development Committee Minutes January 15th, 2015

South Texas College
Board of Trustees
Education and Workforce Development Committee
Ann Richards Administration Building, Board Room
Pecan Campus
Thursday, January 15, 2015
@ 3:30 p.m.
McAllen, Texas

MINUTES

The Education and Workforce Development Committee Meeting was held on Thursday, January 15, 2015 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 3:38 p.m. with Mrs. Graciela Farias presiding.

Members present: Mrs. Graciela Farias, Dr. Alejo Salinas, Jr., and Mr. Gary Gurwitz

Other Trustees present: Mr. Paul R. Rodriguez

Members absent: None

Also present: Dr. Shirley A. Reed, Dr. Anahid Petrosian, Mrs. Wanda Garza, Dr. Ali Esmaeili, Dr. Enriqueta Cortez, Mr. Matthew Hebbard, Ms. Patricia Mendiola, Ms. Stacy Solis, and Mr. Andrew Fish.

Approval of Minutes for December 11th, 2014 Committee Meeting

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Gary Gurwitz, the Minutes for the Education and Workforce Development Committee meeting of December 11th, 2014 were approved as written. The motion carried.

Presentation on UTeach: *Preparing Math & Science Majors to Become Educators*

Dr. Ali Esmaeili, Dean of Math, Science, Bachelor Programs, and University Relations introduced Dr. Enriqueta Cortez, Department Chair for Physical Sciences. Dr. Cortez provided a presentation on the UTeach program, a partnership with UTPA focused on preparing majors from Math & Science fields for careers in Math & Science Education.

Math and Science teachers are in high demand in the Rio Grande Valley, and across the state and the nation. To address the need for qualified teachers, the University of

Texas at Austin created UTeach in 1997. It has since expanded to over 30 universities in 16 states. According to the UTeach Institute, 80% of UTeach graduates who enter the teaching profession continue within the profession for at least five years. 32% of these graduates are from underrepresented Hispanic and African American populations.

This program was designed to streamline the process for students to earn a Bachelor of Science degree with a secondary teacher certification (Certified Texas Educator). While completing the program, students will also gain teaching experience with public schools, will find mentorships, and will qualify for scholarships and paid internships, leading to possible job offers locally, statewide, or even nationally upon graduation.

Through partnership with UTPA, which will continue with UTRGV, students can take the first two courses of the UTeach program at South Texas College:

UTCH 1101: Inquiry Approaches to Teaching
UTCH 1102: Inquiry-Based Lesson Design

These courses are taught by UTPA Masters Teachers, available to South Texas College through the grant-funded partnership with UTPA (and to be continued with UTRGV). These Masters Teachers are assisted by Math and Science Student Success Specialists, who provide additional support to UTeach students and visit Math and Science courses to recruit STEM majors interested in a career in STEM education.

Tuition for these first two courses is reimbursed upon completion, and these students are able to transfer to UTPA/UTRGV to complete the UTeach program as part of the baccalaureate degree program.

UTRGV's UTeach Program was projected to become the 2nd largest in the nation, and would offer great benefit to South Texas College STEM graduates pursuing a career in secondary education. South Texas College will track the success of its students through their transition to UTPA/UTRGV through coordination with a UTRGV project evaluator.

This item was for the Committee's information and feedback to staff, and no action is requested.

Report on the December 2014 Graduation

Mr. Matthew Hebbard, Dean of Enrollment Services and Registrar, delivered the December 2014 Graduation Report.

On Sunday, December 14, 2014 792 South Texas College students participated in the College's first December Commencement Ceremony, out of 1556 eligible graduates.

Mr. Hebbard provided graduation and commencement participation statistics by division and by degree, as well as a focused view at the top ten majors of graduating students.

This commencement ceremony was necessary due to the increasing number of South Texas College graduates each year. This December Commencement allowed the College to recognize students who complete their programs in a fall semester and the College was preparing for the logistics of continued December Commencement ceremonies as required.

This item was for the Committee's information and feedback to staff, and no action is requested.

Adjournment

There being no further business to discuss, the Education Workforce Development Committee Meeting of the South Texas College Board of Trustees adjourned at 4:31 p.m.

I certify that the foregoing are the true and correct minutes of the January 15, 2015 Education and Workforce Development Committee of the South Texas College Board of Trustees.

_____
Mrs. Graciela Farias
Chair

Facilities Committee
Minutes
January 15th, 2015

South Texas College
Board of Trustees
Facilities Committee
Ann Richards Administration Building, Board Room
Pecan Campus
Thursday, January 15, 2015
@ 4:30 PM
McAllen, Texas

MINUTES

The Facilities Committee Meeting was held on Thursday, January 15, 2015 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 4:37 p.m. with Mr. Gary Gurwitz presiding.

Members present: Mr. Gary Gurwitz, Dr. Alejo Salinas, Jr., Mr. Paul R. Rodriguez, Ms. Rose Benavidez, Mrs. Graciela Farias, and Mr. Jesse Villarreal

Members absent: Mr. Roy de León

Also present: Dr. Shirley A. Reed, Mr. Chuy Ramirez, Mrs. Mary Elizondo, Mr. Gerry Rodriguez, Mr. George McCaleb, Mr. Cody Gregg, Mr. Ricardo de la Garza, Mr. Gilbert Gallegos, Mr. Rolando Garcia, Ms. Diana Bravos, Mr. Richard Seitz, Ms. Kelley Heller-Vela, and Mr. Andrew Fish

Approval of December 11, 2014 Facilities Committee Meeting Minutes

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Ms. Rose Benavidez, the Minutes for the Facilities Committee Meeting of December 11, 2014 were approved as written. The motion carried.

Review and Action as Necessary on Master Schedule for the 2013 Bond Construction Program

Approval of the updated 2013 Bond Construction Program master schedule will be requested at the January 27, 2015 Board meeting.

Mr. Gilbert Gallegos from Broaddus & Associates provided an update on the master schedule for the 2013 Bond Construction Program. It was anticipated that the schedule would require future updates as contracts are finalized with architects, engineers and contractors.

With confirmation that the maintenance and operations tax rollback will not take effect, a single master schedule was updated by Broaddus & Associates to identify the recommended path forward. The packet included a copy of the schedule listing all construction projects included in the Bond program. This schedule was presented for review and action as necessary by the Board Facilities Committee.

Upon a motion by Mr. Gary Gurwitz and a second by Ms. Rose Benavidez the Facilities Committee recommended Board approval of the updated 2013 Bond Construction Program master schedule as presented. The motion carried.

Discussion and Recommend Action as Necessary on Standard Architect Contract for the 2013 Bond Construction Program

Approval of the standard architect contract for the 2013 Bond Construction Program will be requested at the January 27, 2015 Board meeting.

Broaddus & Associates has recommended to STC staff and STC legal counsel a proposed architect contract for STC's 2013 Bond Construction Program, when the Construction Manager-at-Risk construction procurement method is used. The recommended contract was presented for review by the Board Facilities Committee in December 2014 and the Committee requested that legal counsel review and has revised various portions of the contract language. Attached is a copy of the recommended contract including legal counsel's revisions.

Legal counsel and Broaddus & Associates recommend approval to proceed with the architect's revised contract. Legal counsel and a representative from Broaddus & Associates will be present at the January 15, 2015 Board Facilities Committee meeting to review the revised contract and address questions by the Committee.

The Committee asked legal counsel to confirm his recommendation of the contract as presented, and legal counsel voiced his recommendation.

Upon a motion by Mr. Gary Gurwitz and a second by Mrs. Graciela Farias the Facilities Committee recommended Board approval of the standard architect contract for the 2013 Bond Construction Program as presented. The motion carried.

Review and Recommend Action on Updated Fee Schedule to Include Professional Engineering Fees for Thermal Plants and Civil Engineering Projects

Approval of an updated fee schedule to include professional engineering fees for thermal plant and civil engineering projects will be requested at the January 27, 2015 Board meeting.

Broaddus & Associates has continued negotiating with the approved engineers to finalize design fees. Currently the fees proposed by the Thermal Plants and Site Improvements engineers have a diverse range. In an effort to develop fair and equitable fees for each project engineer, Broaddus & Associates recommends updating the previously approved fee schedule to include fees for these types of projects.

In an effort to develop the proposed fee schedule, B&A's staff has researched previous history at STC with similar projects in order to prepare this recommendation. Over the past five years, civil engineer's fees have averaged 9.33%. The fee proposed in this updated schedule range from 7.75% to 9.75% depending on the size and scope of each project.

The packet included a copy of the updated fee schedule including the proposed additions. Including these design fees for thermal plant and civil engineering type projects will provide a basis for equitable negotiations with each project engineer. A representative from B&A will be present at the January 15, 2015 Board Facilities Committee meeting to review this information and address questions by the Committee.

The Committee clarified with B&A that this fee schedule recommended a ceiling for fees negotiated on behalf of the College, and that they expected to see strong negotiations from B&A. Mr. Gilbert Gallegos confirmed that they would advocate on behalf of the College to seek best pricing from design firms.

Upon a motion by Mr. Gary Gurwitz and a second by Dr. Alejo Salinas, Jr. the Facilities Committee recommended Board approval of the updated fee schedule to include professional engineering fees for thermal plant and civil engineering projects as presented. The motion carried.

Review and Recommend Action on Fee Proposal by Dannenbaum Engineering for District-Wide Building to Building ADA Compliance Phase II

Approval of fee proposal with Dannenbaum Engineering for the District-Wide Building to Building ADA Compliance Phase II will be requested at the January 27, 2015 Board meeting.

Once the Board approves the contracting of engineering services, staff normally proceeds to negotiate the best fees, execute a contact, and proceeds with the work. Because of the abnormally high fee proposed by Dannenbaum Engineering for this project, and the uniqueness of the work required, staff has prepared the following information for discussion with the Facilities Committee and approval by the Board.

After Dannenbaum Engineering completed Phase I of the District-Wide Building to Building ADA Compliance project, staff recommended and the Board approved contracting with Dannenbaum Engineering to provide civil engineering design services for Phase II. STC Facilities Planning & Construction staff has since negotiated contract

terms and fees with Dannenbaum Engineering to begin Phase II. During these negotiations, Mr. Richard Seitz with Dannenbaum informed staff that they had lost money on Phase I and could not afford to work on Phase II for the same fee percentage.

Mr. Seitz explained that due to the uniqueness of this improvements project, which includes the preparation of drawings for over sixty three (63) improvements over five (5) campuses, it requires an extensive amount of time and therefore cannot be performed for the typical engineering fee. Staff requested that Dannenbaum Engineering submit a written statement outlining the best fees which can be offered before opting to decline the opportunity to continue with Phase II. Attached is a letter from Dannenbaum outlining their best offer.

On a cost of construction percentage basis, the proposed engineering design fee for basic services equates to 13.71% and staff would not normally recommend approval when the percentage is this high. The current fee schedule indicates a fee of 9.00% for engineering services on projects of this size. However, after considering the uniqueness of the design services required for this project, information provided by Dannenbaum Engineer from Phase I, and comparison with other previous projects with similar circumstances, staff recommends approval of the proposed fee for basic services in the amount of $61,675.69 and additional services for surveying in the amount of $16,720.69 for a total of $78,396.03.

Staff has also considered that with the knowledge gained during Phase I, Dannenbaum can be more efficient in the design of Phase II and therefore more cost effective than if the College was to reject the proposal and start over with a new firm. Starting over with a new firm could prove to be more costly.

Also, attached is a copy of the proposal submitted by Dannenbaum Engineering in the amount of $78,396.03 and a breakdown showing the dollar amounts proposed during the negotiations of these services.

Staff will be present at the January 15, 2015 Board Facilities Committee meeting to address questions by the committee related to this recommendation.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mrs. Graciela Farias the Facilities Committee recommended Board approval of the fee proposal with Dannenbaum Engineering in the amount of $78,396.03 as presented. The motion carried.

Review and Recommend Action on Contracting Architectural Design Services for the Pecan Campus Library Additional Study Rooms

Approval to contract architectural services for the design of the Pecan Campus Library Additional Study Rooms will be requested at the January 27, 2015, Board meeting.

Included in the FY 2014-2015 construction budget are funds for this project. The attached floor plan depicts the locations for the proposed design and construction work. These improvements will provide additional study rooms to be used by students visiting the library. The existing number of study rooms is not sufficient to meet the demand by students.

Five architectural firms listed below were previously approved by the Board for one year to provide professional services as needed for projects under $500,000.

1. Boultinghouse Simpson Gates Architects
2. EGV Architects, Inc.
3. ERO Architects, Inc.
4. PBK Architects
5. Rike Ogden Figueroa Allex Architects

Based on the following criteria, Boultinghouse Simpson Gates Architects has been identified as the most qualified firm from the current list of approved architects and therefore recommended to provide architectural design services for this project.

Criteria:

- Previous experience with facilities on the Pecan Campus
- Project architect for the section of the Library where work will take place
- Project architect for two additions completed for the Library
- Experience and familiarity with existing building and building systems
- Experience with other similar library projects

The Committee discussed the merits of the proposed criteria and asked Legal Counsel to advise the Committee of the law regarding these criteria and the selection of the best qualified firm from an on-call list.

Legal Counsel opined that the Board was operating in compliance of state procurement code if it selected the best qualified firm, and that there was some latitude in the law for what the Board considered the criteria to establish “best qualified.” He suggested that the Board could turn to professional and administrative staff to review the firms on the “on-call” list to recommend the most highly qualified firm, and that the Board could establish specific criteria for staff to use to make this determination.

The Committee advised staff against using rotation as criteria in recommending services from professional services firms on the on-call list.

Funds in the amount of $54,000 are budgeted in the FY 2014-2015 construction budget for the modifications and $8,100 is budgeted for design services with final amount to be negotiated.

Project Budget		
Budget Components	**Amount Budgeted**	**Actual Cost**
Design	$8,100	Actual design fees are estimated at $6,000 and will be finalized during contract negotiations.
Construction	$54,000	Actual cost will be determined after the solicitation of construction proposals.

Staff would negotiate design fees with architect to determine an acceptable amount.

Upon a motion by Mr. Gary Gurwitz and a second by Mr. Paul R. Rodriguez the Facilities Committee recommended Board approval of the contracting of architectural services with Boultinghouse Simpson Gates Architects for the design of the Pecan Campus Library Additional Study Rooms project as presented. The motion carried.

Review and Recommend Action on Rejecting Construction Proposals for the Pecan Campus Portable Buildings Infrastructure

Approval to reject construction proposals for the Portable Buildings Infrastructure will be requested at the January 27, 2015 Board meeting.

As plans develop for design and construction of new facilities included in the 2013 Bond Construction Program, portable buildings on the Pecan Campus will be relocated in order to make space available for construction. A total of fourteen existing portable buildings are currently located in an area on campus where the future STEM building, parking lot and site improvements will be constructed. As a result, civil engineers with Melden & Hunt have completed plans necessary for construction of the infrastructure required in the new location. The attached site plan shows the location on campus where ten portables will be located and where the infrastructure is to be built.

STC staff worked with Melden & Hunt to prepare and issue the necessary plans and specifications for the solicitation of competitive sealed proposals. Solicitation of competitive sealed proposals for this project began on November 10, 2014. A total of two (2) proposals were received on December 15, 2014.

For the following reasons, staff recommends Board approval to reject the current proposals and allow staff to work with Melden & Hunt to reduce the project scope where possible, determine where costs can be reduced, and re-solicit construction proposals.

1. Proposals received are significantly above the available budget
2. Opportunities have been identified where scope of improvement can be reduced
3. The current timeline allows sufficient time to prepare revised drawings and re-solicit proposals.

Upon a motion by Mr. Paul R. Rodriguez and a second by Ms. Rose Benavidez the Facilities Committee recommended Board approval to reject construction proposals, require that Melden & Hunt design to effectively reduce cost, and re-solicit proposals for the Pecan Campus Portable Building Infrastructure as presented. The motion carried.

Review and Recommend Action on Substantial Completion of the Pecan Campus Student Support Services Building Office Modifications

Approval of substantial completion of the Pecan Campus Student Support Services Building Office Modifications project will be requested at the January 27, 2015 Board meeting.

Architects with ERO Architects and STC staff visited the site and developed a construction punch list. As a result of this site visit and observation of the completed work, a Certificate of Substantial Completion for the project was certified on December 11, 2014. Substantial Completion was accomplished within the time allowed in the Owner/Contractor agreement for this project. A copy of the Substantial Completion Certificate is attached.

Bullard Construction Co. will continue working on the punch list items identified and will have thirty (30) days to complete before final completion can be recommended for approval. It is anticipated that final acceptance of this project will be recommended for approval at the February 2015 Board meeting.

Upon a motion by Mr. Gary Gurwitz and a second by Mr. Paul R. Rodriguez the Facilities Committee recommended Board approval of the substantial completion of the Pecan Campus Student Support Services Building Office Modifications project as presented. The motion carried.

Discussion and Action as Necessary Regarding STC vs Chubb Insurance for Hail Damage Claim Settlement

Legal Counsel advised the Committee that there was no new information on this settlement. No action was taken.

Update on Status of Non-Bond Construction Projects

The Facilities Planning & Construction staff prepared the attached design and construction update. This update summarized the status of each capital improvement project currently in progress. Gerry Rodriguez will be present to respond to questions and address concerns of the committee.

Adjournment

There being no further business to discuss, the Facilities Committee Meeting of the South Texas College Board of Trustees adjourned at 5:32 p.m.

I certify that the foregoing are the true and correct minutes of the January 15th, 2015 Facilities Committee Meeting of the South Texas College Board of Trustees.

_____
Mr. Gary Gurwitz, Chair

Finance & Human Resources Committee Minutes January 15th, 2015

South Texas College
Board of Trustees
Finance and Human Resources Committee
Ann Richards Administration Building Board Room
Pecan Campus
Thursday, January 15, 2015
@ 5:30 p.m.
McAllen, Texas

Minutes

The Finance and Human Resources Committee Meeting was held on Thursday, January 15, 2015 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 5:40 p.m. with Dr. Alejo Salinas, Jr., Chair, presiding.

Members present: Dr. Alejo Salinas, Jr., Mr. Paul R. Rodriguez, Ms. Rose Benavidez, and Mr. Roy de León

Other Trustees Present: Mr. Gary Gurwitz and Mrs. Graciela Farias

Members absent: None

Also present: Dr. Shirley A. Reed, Mrs. Mary Elizondo, Dr. David Plummer, Mrs. Becky Cavazos, Mrs. Brenda Balderaz, Mr. Paul Varville, Mr. Matthew Hebbard, and Mr. Andrew Fish

Approval of November 13, 2014 Finance and Human Resources Committee Minutes

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Roy de León, the Minutes for the Finance and Human Resources Committee Meeting of November 13, 2014 were approved as written. The motion carried.

Because the December 11, 2014 Meeting did not take place, there were no Minutes for a December 2014 meeting presented for Committee approval.

Review and Discussion of Proposed Projects for Internal Auditors

Staff recommended the following projects for the Board's consideration for Internal Auditor's review for this coming year. The items listed below were the projects proposed as the next assignments for the internal auditors.

- Property Taxes – Internal controls of Hidalgo County and Starr County Tax Assessor-Collectors' tax assessing, collecting, and reporting procedures and processes (pertaining to the College's tax transactions)
- Surprise Cash Counts – Cashiers Office
- Timeforce Time Keeping System Compliance
- Custodial Services - Work Orders, Purchase Orders, and Inventory
- Departmental Fixed Assets
- Student Activities Procedures
- Mileage Reimbursement Procedures
- Banner Computer System Security and Access
- Food Services Department Cash Handling Procedures

Input was also requested from the Finance and Human Resources Committee.

Burton McCumber & Cortez, L.L.P. reviewed the following areas during the past three years:

- 2014-2015
  1. Instructional Technologies Inventory (September 2014)
  2. Human Resources - Employment Eligibility Verification Form I-9 (U.S. Citizenship and Immigration Services) (In Progress) (2014)
  3. Fraud Survey (December 2014)
- 2013-2014
  1. Fraud Hotline Calls/Investigations (October 2013)
  2. IT Security and Procedures (September 2013)
  3. Fraud Survey (November 2013)
- 2012-2013
  1. Scholarship Funds (August 2013)
  2. Facilities, Operation & Maintenance – Work orders and Purchase Orders (July 2013)
  3. Financial Aid (May 2013)
  4. Fraud Survey (October 2012)
- 2011-2012
  1. Human Resources and Payroll (October 2011)
  2. Contracts (June 2012)
  3. Red Flag Rules (January 2012)
  4. Continuing Professional and Workforce Education Department (January 2012)
  5. Fraud Survey (November 2011)

The list of Internal Audits conducted in the Period of FY 2003-2004 through FY 2014-2015 followed in the packet for the Committee's information and review.

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

The Committee recommended that staff prioritize the planned audit regarding property taxes and the Hidalgo County and Starr County Tax Assessor-Collectors' tax assessing, collecting, and reporting procedures and processes (pertaining to the College's tax transactions).

Review and Discussion of Internal Audit Function Options

As per Board Policy 5460, Internal Audit Function, the College shall maintain an internal audit function to review and appraise business activities, integrity of records, and effectiveness of operations of the College in accordance with the Texas Internal Auditing Act and The Institute of Internal Auditors Standards.

The objective of internal auditing was to assist the administration in the effective discharge of their responsibilities by furnishing objective analyses, appraisals, recommendations, and pertinent comments concerning the activities reviewed.

An internal audit function would provide an independent review and appraisal of accounting, financial and other operations of any activity as a service to management.

The internal audit function at South Texas College was outsourced for the past eighteen (18) fiscal years.

The Board awarded the last contract for internal auditor services to Burton McCumber & Cortez, LLP at the June 26, 2012 Board of Trustees meeting for one year with two one-year annual renewals. The last renewal period began September 1, 2014 and will terminate on August 31, 2015.

The College's internal auditors, Burton McCumber & Cortez, LLP have completed the following number of audits at the following costs in fiscal year 2009-2010 through fiscal year 2013-2014:

Fiscal Year	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Average
Number of Audits	6	9	5	4	3	5
Total Annual Cost	$54,000	$39,478	$55,500	$23,426	$26,765	$39,384

College administration recommended transitioning to an in-house internal audit function. This action was recommended in order to increase the number of audits performed annually and to expand the scope of audit coverage to other high-risk areas.

At the request of the President, administrative staff surveyed other community colleges. It was noted that the majority of the top ten largest community colleges with the larger

operating budgets, $152 million to $382 million, maintain an in-house audit function. It was also noted that 21 internal audits were performed at Dallas Community College District and 10 internal audits were completed at Alamo Community College District annually. In addition to the planned audits, the internal audit staff at these colleges assisted in investigations and provided consulting services on other matters. Tarrant Community College District's audit plan includes 12 audits and other services, including 1,000 hours to be dedicated to the review of the Texas Administrative Code 202, Information Security Standards, requirements.

The ten largest community colleges in Texas maintained internal audit services as follows below. Their respective unrestricted fund budgets were also included.

In-House Internal Auditor	**2014-2015 Unrestricted Fund Budget**
1 Alamo Community College District	$382,958,557
2 Dallas Community College District	379,154,536
3 Houston Community College	306,696,467
4 Lonestar Community College District	316,930,000
5 San Jacinto Community College	152,573,900
6 Tarrant County College	280,662,259
Outsourced Internal Auditor	**2014-2015 Unrestricted Fund Budget**
1 Austin Community College *	$248,379,273
2 Collin Community College	136,229,595
3 El Paso Community College	133,551,956
4 South Texas College	151,285,133

**Austin Community College converted from an in-house internal audit function in FY 2014, after their in-house internal auditor resigned.*

The internal audit function at other community colleges surveyed was also either in-house or outsourced, with the majority or 71% maintaining the function in-house.

The advantages of maintaining an in-house internal audit function are as follows:

1. Increased number of audits.
2. Decreased external audit cost.
3. Internal relationships fostered by staff continuity and understanding of the ways in which change is best brought about in the institution.
4. The advantages of being able to assimilate the institution's culture and history in order to fully understand the impact of risk and potential outcomes.
5. Advantage of understanding the interrelationships between management and the dynamics of the organization.

6. In depth knowledge of the organization's policies and procedures.
7. Specific knowledge of higher education administration, governance and regulatory matters. Also of community colleges accounting procedures, laws, rules and regulations.
8. Ability to quickly respond to management concerns about issues of compliance, allegations of fraud and employee misconduct, or any internal control weaknesses.
9. Ability to provide outreach and training on concepts of internal control and ethical business conduct at no additional cost to the institution.
10. Retention, access to and ownership of workpapers.
11. Good standing membership in a professional organization such as Association of Colleges and University Auditors.
12. Retention of institutional knowledge for future assignments.
13. In-depth audit of specified area.
14. Able to learn internal computer information system to perform efficient audit procedures.

The budget for the in-house internal audit function for the first year was estimated to be $200,000.00. This budget included the cost of hiring an internal auditor and an administrative assistant, and for operating, travel and capital expenses. The current annual budget for internal auditor services was $75,000, however actual expenditures averaged $39,384 over the past 5 years. Staff was concerned with the low number of audits being conducted on an annual basis and the limited scope of the audits. In addition, reviews of the status of implementation of prior audit recommendations had not been conducted.

The Association of College and University Auditors (ACUA), in an Open Letter to the Institute of Internal Auditors, indicates that it believes that the most appropriate model for higher education institutions is one in which the internal audit function is organizationally based within the institution.

The ACUA Open Letter and a Powerpoint presentation were included in the packet for the Committee's information and review.

The Committee expressed its support of the plan to develop an internal audit function at South Texas College. Other Trustees present and not serving on the Committee expressed concern that the internal audits not be delayed or held up while the College begins the process of developing such a function, and wished to have necessary audits move forward.

Mrs. Mary Elizondo presented on the issue, for the consideration and feedback from the Committee. No action was required from the Committee. This item was presented for information and feedback to staff.

Staff agreed to develop a proposal for transitioning from the current totally outsourced internal auditor function to an in-house internal auditor function while maintaining the contract with the outsourced auditor to facilitate this transition.

Review and Recommend Action on Award of Proposals, Purchases, and Renewals

Approval of the following proposal awards, purchases, and renewals will be requested at the January 27, 2015 Board meeting as follows:

1) **Audio Visual Equipment and Parts (Award):** award the proposal for audio visual equipment and parts at a total cost of $21,805.66 as follows:

#	Vendor	Project	Amount
1	Audio Visual Aids, Corp. (San Antonio, TX)	Pecan Campus Portable Building14B	$13,661.00
2	Aisys Consulting, LLC. (McAllen, TX)	Pecan Campus Student Services Building Modifications	$8,144.66

2) **Nursing and Allied Health Equipment and Supplies (Award):** award the proposal for nursing and allied health equipment and supplies for the period beginning April 21, 2015 through April 20, 2016, at an estimated cost of $165,000.00 with the following vendors:
   - Henry Schein, Inc. (Irma, SC)
   - Lee's Pharmacy & Medical Equipment (McAllen, TX)
   - Meadows Medical (Quogue, NY)
   - Med One Equipment Services (Sandy, UT)
   - Moore Medical, LLC. (Farmington, CT)
   - Enterprise, Inc./dba Pocket Nurse (Monaca, PA)
   - Southeastern Emergency Equipment (Youngsville, NC)
3) **Computers and Tablets (Purchase):** purchase of computers and tablets from the State of Texas Department of Information Resources (DIR) approved vendors Dell Marketing, LP. (Dallas, TX) and from the National Joint Powers Alliance approved vendor CDW Government (Vernon Hills, IL) in the total amount of $86,838.62;
4) **Security Appliance Hardware and Services (Purchase):** purchase a security appliance hardware and services from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of $120,790.94;
5) **Servers (Purchase):** purchase servers from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of $55,919.89;
6) **Collaboration Software Agreement (Renewal):** renew the collaboration software agreement with Huddle, Inc. (San Francisco, CA), a sole source vendor, for the period beginning September 1, 2014 through August 31, 2015, at a total cost of $11,428.57;
7) **Training Services for Dental Assisting and Dialysis Technician (Renewal):** renew the contract for training services for dental assisting and dialysis technician with Condensed Curriculum International (Fairfield, NJ) for the period beginning February 1, 2015 through January 31, 2016, at a commission of 20% - 35% depending on the number of students per class.

SUMMARY TOTAL:

The total for all proposal awards, purchases, and renewals was $461,783.68

The Committee asked for an explanation of how procurement is handled in situations where multiple vendors are selected, such as in the second item for Nursing and Allied Health Equipment and Supplies.

Mrs. Becky Cavazos, Director of Purchasing, informed the Committee that various departments within N.A.H. could turn to various vendors, depending on specific needs. This may be related to specialization amongst vendors, or other factors.

Upon a motion by Mr. Roy de León and a second by Mr. Paul R. Rodriguez, the Finance and Human Resources Committee recommended Board approval of the proposal awards, purchases, and renewals as presented. The motion carried.

Review and Recommend Action to Revise Policy #3210: Resident Status for Students

Approval to revise Policy #3210: Resident Status for Students will be requested at the January 27, 2015 Board meeting.

Request for the revision to the policy was necessary for the following reasons:

- Comply with requirements from the THECB regarding waivers and exemptions for residential tuition determination.

- Clarify that the College complies with all waivers and exemption programs for military personnel and their dependents.

The revised policy was included in the packet for the Committee's information and review. The additions to the policy were highlighted in yellow and the deletions were designated with a strikeout.

Upon a motion by Mr. Paul R. Rodriguez and a second by Ms. Rose Benavidez, the Finance and Human Resources Committee recommended Board approval of the proposed revisions to Policy #3210: Resident Status for Students as presented and which supersedes any previously adopted Board policy. The motion carried.

Review and Recommend Action to Revise Policy #4313: Family and Medical Leave

Approval to revise Policy #4313: Family and Medical Leave will be requested at the January 27 2015 Board meeting.

The policy required revisions to comply with requirements of Family and Medical Leave and to clarify the method used to define the 12-month period for specified family and medical reasons.

Revisions to the policy were necessary for the following reasons:

- To clarify a "rolling" 12-month period measured backward – 12-month period measured backward from the date an employee uses any FMLA leave as the established method the College utilizes in establishing the 12 month period.

- To clarify intermittent leave may be taken after the birth of a child.

- To clarify reason eligibility for leave for a son or daughter over the age of 18.

The revised policy was included in the packet for the Committee's information and review. The additions to the policy were highlighted in yellow and the deletions were designated with a strikeout.

The revised policy was reviewed by staff, the President's Cabinet, and by South Texas College's legal counsel.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Roy de León, the Finance and Human Resources Committee recommended Board approval of the proposed revisions to Policy #4313: Family and Medical Leave as presented and which supersedes any previously adopted Board policy. The motion carried.

Review and Recommend Action on Student Tuition and Fees Schedule for FY 2015-2016

Approval of revisions to the Student Tuition and Fees Schedule for FY 2015-2016 will be requested at the January 27, 2015 Board meeting.

The recommended changes for FY 2015-2016 were as follows:

- Reduce Resident and Non-Resident Tuition as follows:

RESIDENT TUITION - IN-DISTRICT HIDALGO & STARR COUNTIES:				
• In-District **1 credit hour**	from	$135.00	to	$100.00
• In-District **2 credit hours**	from	110.00	to	100.00
RESIDENT TUITION – OUT OF DISTRICT-OTHER TEXAS COUNTIES:				
• Out of District **1 credit hour**	from	$164.50	to	$125.00
• Out of District **2 credit hours**	from	132.00	to	125.00
NON-RESIDENT TUITION – OUT OF STATE/INTERNATIONAL:				

• Out of State/International **1 credit hour**	from	$200.00	to	$200.00
• Out of State/International **2 credit hours**	from	172.00	to	100.00
• Out of State/International **3 credit hours**	from	138.00	to	100.00
• Out of State/International **4-5 credit hours**	from	122.00	to	100.00
• Out of State/International **6-8 credit hours**	from	114.00	to	100.00
• Out of State/International **9-11 credit hours**	from	106.00	to	100.00
• Out of State/International **12-21credit hours**	from	105.00	to	100.00

- Add a Differential Tuition for Chemistry of $10.00 per credit hour
- Add a Differential Tuition for Physics of $10.00 per credit hour
- Add a Differential Tuition for Astronomy of $10.00 per credit hour
- Change the wording on the Workforce/Continuing Education Tuition as follows:
  - ⇒ Workforce/Continuing Education Tuition per contact hour ~~and~~ or variable tuition
- Change the wording on the Mandatory Fees for the Registration Fee as follows:
  ~~Enrollment Fees~~ Registration Fee:
  - ⇒ If registered and paid or registered and financial aid processed BEFORE August 1st, January 1st, May 15th and June 15th
    Or
    Registration Fee After Deadline:
  - ⇒ If registered and paid or financial aid processed ON or AFTER August 1st, January 1st, May 15th and June 15th
- Increase Information Technology Fee per credit hour from $20.00 to $22.00
- Increase Learning Support Fee per credit hour from $13.00 to $15.00
- Add Student Activity Fee of $2.00 per credit hour
- Change the Course Repeat Fee per credit hour as follows:
  - ⇒ Delete First repeat (Excludes Developmental) of $50.00
  - ⇒ Delete Second repeat (Includes Developmental) of $75.00
  - ⇒ Increase Third or more repeat (Includes Developmental) from $100.00 to $125.00
- Add "VCT Course" to wording on the following:
  - ⇒ Electronic Distance Learning/VCT Course Fee per credit hour
- Add Fire Academy Fees as follows:
  - ⇒ Gear Rental Fee of $280/ 4 weeks
  - ⇒ Self-Contained Breathing Apparatus Fee of $360/Semester
  - ⇒ Testing Fee of $85.00
- Delete NAH Student Clinical Data Fee per year of $60.00
- Increase the Third Parking Permit Violation from $70.00 to $80.00
- Increase the Fourth Parking Permit Violation from $90.00 to $100.00

- Increase the Fifth Parking Permit Violation from $110.00 to $120.00
- Increase the Third Moving Traffic Violation Fee from $70.00 to $90.00
- Delete "and Preparation" from the wording on the following
  ⇒ TSI Assessment Reservation ~~and Preparation~~ Fee
- Add "Three" to wording on the following
  ⇒ TSI Assessment Exam - All Three Exams
- Add TSI Assessment Exam Retesting Fee – All Three Exams of $29.00
- Add TSI Assessment Exam Fee – Retesting Reading only of $10.00
- Add TSI Assessment Exam Fee – Retesting Writing only of $10.00
- Add TSI Assessment Exam Fee – Retesting Math only of $10.00
- Delete the Wellness Center Student Membership Fee per semester (may be prorated) of $72.00

The Student Tuition and Fees Schedule for FY 2015-2016 was included in the packet for the Committee's information and review. The revisions were highlighted in yellow.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Roy de León, the Finance and Human Resources Committee recommended Board approval of the Student Tuition and Fees Schedule for FY 2015-2016 as presented. The motion carried.

Review and Recommend Action on Employee Fees for FY 2015-2016

Approval of the Employee Fees for FY 2015-2016 will be requested at the January 27, 2015 Board meeting.

The recommended changes from FY 2015-2016 were as follows:

- Increase the Third Parking Permit Violation from $70.00 to $80.00
- Increase the Fourth Parking Permit Violation from $90.00 to $100.00
- Increase the Fifth Parking Permit Violation from $110.00 to $120.00
- Increase the Third Moving Traffic Violation Fee from $70.00 to $90.00
- Delete the Wellness Center Student Membership Fee per semester (may be prorated) of $72.00

The Employee Fees for FY 2015-2016 were included in the packet for the Committee's information and review.

Upon a motion by Mr. Paul R. Rodriguez and a second by Ms. Rose Benavidez, the Finance and Human Resources Committee recommended Board approval of the Employee Fees for FY 2015-2016 as presented. The motion carried.

Review and Recommend Action on Other (Non-Student/Non-Employee) Fees for FY 2015-2016

Approval of the Other (Non-Student/Non-Employee) Fees for FY 2015-2016 will be requested at the January 27, 2015 Board meeting.

The recommended changes from FY 2015-2016 were as follows:

- Increase the Third Parking Permit Violation from $70.00 to $80.00
- Increase the Fourth Parking Permit Violation from $90.00 to $100.00
- Increase the Fifth Parking Permit Violation from $110.00 to $120.00
- Increase the Third Moving Traffic Violation Fee from $70.00 to $90.00

The Other (Non-Student/Non-Employee) Fees for FY 2015-2016 were included in the packet for the Committee's information and review.

Upon a motion by Ms. Rose Benavidez and a second by Mr. Paul R. Rodriguez, the Finance and Human Resources Committee recommended Board approval of the Other (Non-Student/Non-Employee) Fees for FY 2015-2016 as presented. The motion carried.

Review and Discussion of Position Vacancy Report for FY 2014-2015

The Staffing Plan Position Vacancy Report for FY 2014-2015 was included in the packet for the Committee's information and review. Information is current as of January 9, 2015.

Dr. Shirley A. Reed responded to questions from the Committee regarding the process to fill vacancies and interim positions

The Position Vacancy Report for Fiscal Year 2014-2015 was presented for information and review by the Committee. No action was required from the Committee.

Discussion and Action as Necessary on the Assessment of the College President and the Self-Assessment of the Board of Trustees

Approval to conduct an assessment of the College President and the Self-Assessment of the Board of Trustees will be requested at the January 27, 2015 Board meeting.
The assessment of the College President and the self-assessment of the Board of Trustees have historically been performed every few years. These assessments could be a valuable process to help the Board in their stewardship and to provide the College President with feedback as necessary; additionally, best practices call for annual Board assessment of both the College President and the Board itself.

The Board would asked to review the assessment criteria and provide feedback as deemed appropriate for both the Assessment of the College President and the Self-Assessment by the Board of Trustees.

The annual assessment of the Board of Trustees and the College President was necessary as scheduled.

The previous evaluation of the Board of Trustees and the College President was conducted in 2012.

The previous evaluation forms for the Board of Trustees and the College President were included in the packet for the Committee's information and review.

The Finance and Human Resources Committee was asked to review the evaluation forms and discuss the evaluation instruments and methodology. Any changes to the provided evaluation instruments could be incorporated into either a printed form or an electronic survey.

The Committee members stated that they had reviewed the proposed evaluation instruments and methodology and found them to be satisfactory.

The Committee discussed the merits of setting a timeline of thirty days from the distribution of the packets to submit them to the Board Chair for aggregation.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Roy de León, the Finance and Human Resources Committee recommended Board approval to conduct the assessment of the College President and the Self-Assessment of the Board of Trustees using the instruments and method presented and to establish a time frame as appropriate. The motion carried.

Adjournment

There being no further business to discuss, the Finance and Human Resources Committee Meeting of the South Texas College Board of Trustees adjourned at 6:45 p.m.

I certify that the foregoing are the true and correct minutes of the January 15, 2015 Finance and Human Resources Committee Meeting of the South Texas College Board of Trustees.

_____
Dr. Alejo Salinas, Jr.
Chair

Announcements

A. Next Meetings:

- **Thursday, February 5, 2015**
  - ➢ 4:30 p.m. – Facilities Committee Meeting
  - ➢ 5:30 p.m. – Finance and Human Resources Committee Meeting
  - ✶ *Education and Workforce Development Committee Meeting is cancelled*

- **Tuesday, February 24th, 2015**
  - ➢ 5:30 p.m. – Regular Meeting of the Board of Trustees

B. Other Announcements:

- South Texas College Board Appreciation Breakfast at the Cooper Center for Performing Arts, Pecan Campus, on Friday, January 30, 2015 at 8:00 a.m.
- Community College Day at the Capital will be held on Tuesday, February 3, 2015 in Austin, TX.
- RGV Legislative Day at the Capitol, Tuesday, February 10, 2015 in Austin, TX.
- The Association of Community College Trustees National Legislative Summit will be held in Washington D.C. from February 9, 2015 through February 12, 2015.
- The College will be closed for regular business to hold its College-Wide Professional and Organizational Development Day on Friday, February 13, 2015.