

Board of Trustees

Finance and Human Resources Committee Meeting

May 14, 2015

5:30 p.m.

**Ann Richards Administration Building,
Board Room-Pecan Campus-McAllen, TX**



**SOUTH TEXAS
COLLEGE**

South Texas College
Board of Trustees
Finance and Human Resources Committee
Ann Richards Administration Building Board Room
Pecan Campus
Thursday, May 14, 2015
@ 5:30 p.m.
McAllen, Texas

“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.”

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b. Adopt New Policy #4216: Discrimination, Harassment, Retaliation and Sexual Misconduct Delete Policy #4208: Racial Harassment Delete Policy #4212: Sexual Harassment	
c. Revise Policy #4214: Violence in the Workplace to Campus and Workplace Violence Prevention	
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Approval of April 13, 2015 Finance and Human Resources Committee Minutes

The Minutes for the Finance and Human Resources Committee Meeting of April 13, 2015 are presented for Committee approval.

**South Texas College
Board of Trustees
Finance and Human Resources Committee
Ann Richards Administration Building Board Room
Pecan Campus
Monday, April 13, 2015
@ 5:30 p.m.
McAllen, Texas**

Minutes

The Finance and Human Resources Committee Meeting was held on Monday, April 13, 2015 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 6:14 p.m. with Dr. Alejo Salinas, Jr..

Members present: Dr. Alejo Salinas, Jr., Mr. Paul R. Rodriguez, and Ms. Rose Benavidez

Other Trustees Present: Mr. Gary Gurwitz, and Mrs. Graciela Farias

Members absent: Mr. Roy de León

Also present: Dr. Shirley A. Reed, Mrs. Mary Elizondo, Dr. David Plummer, Mrs. Wanda Garza, Mrs. Becky Cavazos, Mr. Matt Hebbard, Mr. Larry Barroso, Mr. George McCaleb, Ms. Alicia Gomez, Mr. Cody Gregg, Judge Eloy Vera, Mr. Robert Peña, Mr. Graham Furlong, Mr. Jeff Neves, Mr. Gustavo Martinez, Mr. Cris Vela, and Mr. Andrew Fish

Approval of March 19, 2015 Finance and Human Resources Committee Minutes

Upon a motion by Mr. Paul R. Rodriguez and a second by Ms. Rose Benavidez, the Minutes for the Finance and Human Resources Committee Meeting of March 19, 2015 were approved as written. The motion carried.

Presentation on Los Vientos Wind Project by Duke Energy

Duke Energy Renewable Wind, LLC presented Los Vientos Wind Project in Starr County to the Committee.

Mr. Graham Furlong, Head of Development for Duke Energy Renewable Wind, LLC, Mr. Robert Peña, Vice President for Texas Energy Consultants, and Mr. Jeff Neves, Head of Development for Amshore US Wind, LLC attended the Committee meeting and presented a brief review of the project and its economic impact on Starr County.

Starr County Judge Eloy Vera also attended the meeting and spoke about the importance of this renewable energy project. Beyond the revenue generated by the wind energy production, this project has provided economic stimulus throughout the county, in terms of job creation during construction and maintenance as well as local spending.

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

Executive Session:

The South Texas College Board Finance and Human Resources Committee convened into Executive Session at 6:28 p.m. in accordance with Chapter 551 of the Texas Government Code for the specific purpose provided in:

- Section 551.071, Consultations with Attorney
 1. Legal Counsel updated the Committee on legal matters related to the Los Vientos Wind Project by Duke Energy

Open Session:

The South Texas College Board Finance and Human Resources Committee returned to Open Session at 7:05 p.m. No action was taken in Executive Session.

Discussion and Action as Necessary on Hidalgo County Tax Resale Properties and Resolution Authorizing Tax Resale

The Finance and Human Resources Committee was asked to recommend Board approval of the Hidalgo County Tax Resale Properties and the Resolution Authorizing the Tax Resale at the April 28, 2015, Board meeting.

The law offices of Linebarger Goggan Blair & Sampson, LLP requested consideration and possible action on the tax resale of twenty-two (22) properties.

On February 3, 2015 Linebarger Goggan Blair & Sampson, LLP held a Tax Resale Auction at the Hidalgo County Clerk Records Management Facility for struck off properties located within Hidalgo County. The tax resale auction was published in The Monitor and several other newspapers throughout Hidalgo County.

The total amount the College would receive was \$16,157.09.

Linebarger Goggan Blair & Sampson, LLP submitted the analysis of the bids received for the Committee's consideration.

The Resolution Authorizing the Tax Resale was provided in the packet for the Committee's review. A listing of the bids, the legal description for each property, as well as the amount of the bid, the South Texas College amount, and the Analysis of Bids Received were included under separate cover for your information and review.

Gus Martinez from Linebarger Goggan Blair & Sampson, LLP attended the meeting.

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 Hidalgo County Tax Resale Bids and the Resolution Authorizing the Tax Resale to Linebarger Goggan Blair & Sampson, LLP as presented. The motion carried.

Update on Municipal Bond Market, Bond Issuance Debt Structure, and Proposed Timeline

Mr. Cris Vela from First Southwest Company attended the Finance and Human Resources Committee meeting to provide the Board Committee and administration with an up-to-date presentation on the current bond market conditions and possible bond issuance debt structure. Mr. Vela also reviewed two options of the proposed timeline of events related to the sale of the limited tax bonds.

On November 5, 2013, the voters of Hidalgo and Starr County approved the sale of \$159 million in bonds for the construction and equipping of College buildings and a 3 cents additional annual tax for the maintenance and operations of the College.

On January 28, 2014, the College issued bonds in an amount to fund \$60 million of construction and renovations.

First Southwest Company prepared information for the proposed sale of the limited tax bonds in the amount of \$99,020,000.

Mr. Cris Vela discussed the Municipal Bond Market Update, Tax Rate Impact Analysis scenarios, and proposed timeline for a bond issuance of \$99,020,000.

A Municipal Bond Market Update, the Tax Rate Impact Analysis scenarios, and the Proposed Timelines were included in the packet for the Committee's review and information.

No action was required from the Committee. This item was presented for information and feedback to staff. The Committee asked Mr. Vela and staff to coordinate any item as necessary for the Board's review at the April 28, 2015 Regular Board Meeting to allow for the recommended bond issuance.

**Review and Recommend Action on Award of Proposals,
 Purchases, and Renewals**

The Finance and Human Resources Committee was asked to recommend Board approval of the following proposal awards, purchases, and renewals at the April 28, 2015 Board meeting:

- 1) **District Wide Special Event Venue Audio Visual Upgrades (Award):** award the proposal for the district wide special event venue audio visual upgrades to Audio Visual Aids Corp (San Antonio, TX), at a total cost of \$157,743.50;
- 2) **Programmable Direct Connect Power Supply (Award):** award the proposal for programmable direct connect power supply to Mouser Electronics (Mansfield, TX), at a total cost of \$16,438.00;
- 3) **Video Projectors (Awards):** award the proposal for video projectors to Audio Visual Aids Corp (San Antonio, TX), at a total cost of \$35,964.00;
- 4) **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 \$144,153.15;
- 5) **Computer Server Appliance (Purchase):** purchase a computer server appliance from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$17,661.76;
- 6) **Furniture (Purchase):** purchase furniture from the State of Texas Multiple Award Schedule (TXMAS), U. S. Communities and Provista approved vendors, at a total amount of \$172,577.99;

#	Vendor	Amount
A	Allsteel, Inc./ Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$41,371.40
B	Computer Comforts, Inc. (Kemah, TX)	\$11,946.96
C	Cramer, LLC./ Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$1,056.80
D	Exemplis Corporation/ Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$8,056.90
E	Herman Miller/ Workplace Resources (San Antonio, TX)	\$19,853.41
F	The Hon Company/ Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$2,784.06
G	Kruger International/ Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$49,064.29
H	National Office Furniture/ Workplace Resources (San Antonio, TX)	\$36,971.29
I	VIA, Inc./ Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$1,472.88
	Total	\$172,577.99

- 7) **Monitoring Hardware and Software (Purchase):** purchase monitoring hardware and software from Dell Marketing, LP. (Dallas, TX), a State of Texas Multiple Award Schedule (TXMAS) approved vendor, at a total cost of \$17,682.46;
- 8) **Network Hardware (Purchase):** purchase network hardware from Insight Public Sector (Tempe, AZ/McAllen, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$19,250.00;
- 9) **Phones and Network Devices (Purchase):** purchase phones and network devices from Insight Public Sector (Tempe, AZ/McAllen, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning April 29, 2015 through August 31, 2015, at an estimated cost of \$25,000.00;
- 10) **Armored Car Services (Renewal):** renew the contract for armored car services with American Surveillance Co., Inc. (Brownsville, TX) for the period beginning June 1, 2015 through May 31, 2016, at an amount not to exceed \$1,328.70 per month or \$15,944.40 per year. Special trips will be scheduled on an as needed basis at an estimated cost of \$10,305.15. The total approximate cost for armored car services for the year is \$26,249.55;
- 11) **Clean Address Software Support and Maintenance Subscription (Renewal):** renew the clean address software support and maintenance subscription with Runner Technologies, Inc. (Boca Raton, FL), a sole source vendor, for the period beginning March 6, 2015 through March 5, 2016, at a total cost of \$10,011.29;
- 12) **Software Maintenance and Support Agreements (Renewal):** renew the software maintenance and support agreements with Evisions (Irvine, CA), a sole source vendor, for the period of April 1, 2015 through July 31, 2016, at a total cost of \$20,379.00;
- 13) **Graduation Facility (License Agreement):** lease the graduation facility from the City of Hidalgo- Texas Municipal Facilities Corporation (State Farm Arena) (Hidalgo, TX), an interlocal license agreement for December 11, 2015 beginning at 8:00 a.m. through December 12, 2015 at midnight, at an estimated cost of \$14,500.00;
- 14) **Internal Auditor Services (Contract Extension):** contract extension for purchase of internal auditor services with Burton McCumber & Cortez, LLP. (McAllen, TX), for the period beginning September 1, 2015 through November 30, 2015, at a cost of approximately \$10,000.00.

SUMMARY TOTAL:

The total for all proposal awards, purchases, and renewals was \$687,610.70

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 proposal award, purchases, and renewal as presented. The motion carried.

Review and Recommend Action to Renew the Hidalgo County Agreement for Tax Assessment and Collection

The Finance and Human Resources Committee was asked to recommend Board approval to renew the Hidalgo County Agreement for Tax Assessment and Collection for current and delinquent taxes collected from September 1, 2015 through August 31, 2016 at the April 28, 2015 Board meeting.

According to Texas Property Tax Code, Sec. 6.27 (c) Compensation for Assessment and Collection, the assessor or collector is entitled to a reasonable fee, not to exceed actual costs incurred, for which it assesses and collects taxes. The Inter-Local Cooperation Agreement requires the County, after reviewing actual collection costs, to submit a proposed fee to the College, which may include a cost increase of no more than 5% per year, prior to May 1st. The College would then have until June 1st to accept the recommended fee.

The Board of Trustees approved the Inter-Local Cooperation Agreement for Tax Assessment and Collection with Hidalgo County on March 11, 1996 with an option to renew for subsequent tax years. The contract was last renewed on April 22, 2014, and the annual fee approved was \$98,304.00, which represented a cost increase of 5%, or \$4,678.00, as allowed per the Inter-Local Cooperation Agreement for Tax Assessment and Collection. Mr. Pablo Villarreal, Jr., RTA for Hidalgo County, has advised the College that the annual fee for tax year 2015 would remain at \$98,304.00. The monthly collection fee of approximately \$8,192.00 is reduced from taxes collected during the month and the remaining funds are wired to the South Texas College's bank depository account.

Below is a summary of Hidalgo County assessment and collection fee charges and corresponding fee increase percentages for Fiscal Year 2009-2010 through Fiscal Year 2015-2016.

Seven Year History of Fees for Hidalgo County Tax Assessment and Collection		
Year	Fee	Increase over Previous Year
2015 - 2016	\$98,304.00	0%
2014 – 2015	\$98,304.00	5%
2013 - 2014	\$93,626.00	0%
2012 - 2013	\$93,626.00	0%
2011 - 2012	\$93,626.00	0%
2010 - 2011	\$93,626.00	5%
2009 - 2010	\$89,167.20	0%

The Inter-local Cooperation Agreement for Tax Assessment and Collection was provided in the packet for the Committee's review and information.

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 renewal of the Hidalgo County Agreement for Tax Assessment and Collection for current and delinquent taxes collected at an annual fee of \$98,304.00, representing a 0% increase, from September 1, 2015 through August 31, 2016 as presented. The motion carried.

Review and Recommend Action to Renew the Starr County Agreement For Tax Assessment and Collection

The Finance and Human Resources Committee was asked to recommend Board approval to renew the Starr County Agreement for Tax Assessment and Collection for current and delinquent taxes collected from September 1, 2015 through August 31, 2016 at the April 28, 2015 Board meeting.

According to Texas Property Tax Code, Sec. 6.27 (c) Compensation for Assessment and Collection, the assessor or collector is entitled to a reasonable fee, not to exceed actual costs incurred, for which it assesses and collects taxes. The Inter-Local Cooperation Agreement requires the County, after reviewing actual collection costs, to submit a proposed fee to the College, which may include a cost increase of no more than 5% per year, prior to May 1st. The College would then have until June 1st to accept the recommended fee.

The Board of Trustees approved the Inter-Local Cooperation Agreement for Tax Assessment and Collection with Starr County on June 18, 2001, with an option to renew for subsequent tax years. The contract was last renewed on April 22, 2014, and the annual fee approved was \$87,886.00. Mr. Carmen Peña, RTA for Starr County, advised the College that the annual fee for tax year 2015 would remain at \$87,886.00 and was scheduled to be approved by the Starr County Commissioners Court on April 13, 2015 which is before the April 28, 2015 Board meeting. The monthly collection fee of \$7,323.83 is reduced from taxes collected during the month and the remaining funds collected are paid to the College.

Below is a summary of Starr County assessment and collection fee charges and corresponding fee increase percentages for Fiscal Year 2009-2010 through Fiscal Year 2015-2016.

Seven Year History of Fees for Starr County Tax Assessment and Collection		
Year	Fee	Increase over Previous Year
2015 - 2016	\$87,886.00	0%
2014 - 2015	\$87,886.00	0%
2013 - 2014	\$87,886.00	0%
2012 - 2013	\$87,886.00	0%
2011 - 2012	\$87,886.00	0%
2010 - 2011	\$87,886.00	0%
2009 - 2010	\$87,886.00	0%

The Amendment to the Inter-local Cooperation Agreement for Tax Assessment and Collection for Fiscal Year 2014-2015 was not available at the time of publication but would be presented to the Board for review and action as necessary.

Starr County would provide the FY 2015-2016 Inter-local Cooperation Agreement prior to the April 28, 2015 Board Meeting.

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 renewal of the Starr County Agreement for Tax Assessment and Collection for current and delinquent taxes collected at an annual fee of \$87,886.00 from September 1, 2015 through August 31, 2016 as presented. The motion carried.

Review and Recommend Action to Revise Policy #4118: Provision of Faculty Letter of Appointment

The Finance and Human Resources Committee was asked to recommend Board approval to revise Policy #4118: Provision of Faculty Letter of Appointment at the April 28, 2015 Board meeting.

The revisions to the policy were requested for the following reasons:

- To update the method of issuance to include electronic distribution due to automation of services within the Office of Human Resources.
- To stipulate the acceptance of letter of appointment is due by stated deadline on offer and failure to do so would constitute a rejection of the offer.

- To clarify procedure of providing adequate notice to resign in good standing as it is not limited to the end of the contract period.

The revised policy was provided 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 red strikeout.

Dr. Salinas provided a few suggestions for additional non-substantive revisions to the proposed policy and asked Dr. Reed to review them with staff and legal counsel, and to include any changes as appropriate in the recommendation to the Board.

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

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 proposed revisions to Policy #4118: Provision of Faculty Letter of Appointment as presented and which supersedes any previously adopted Board policy. The motion carried.

Review and Recommend Action on Disposal of Surplus Property

The Finance and Human Resources Committee was asked to recommend Board approval dispose of surplus property valued at \$1,000 and over through a live auction at the April 28, 2015 Board meeting.

The surplus property went through an evaluation process by the departments to determine if the items were damaged beyond repair and unable to be utilized district wide.

The auction items were located at the South Texas College Receiving Department, 3700 W. Military Hwy., McAllen, TX. The auction would be scheduled during the month of June.

A listing of the items to be auctioned was provided in the packet for the Committee's review and information.

The items valued at \$1,000 and over were included in the College's inventory through the Banner system.

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 disposal of surplus property valued at \$1,000 and over through a live auction as presented. The motion carried.

Review and Action as Necessary to Issue a Request for Proposals for Call Center Services

The Finance and Human Resources Committee was asked to recommend Board approval to issue a Request for Proposals (RFP) to solicit call center services at the April 28, 2015 Board meeting.

The College wished to solicit Call Center Services to support and enhance all Student Enrollment Services (Financial Aid, Admissions, Registration, Payment, General Advising, and General College Information). Call Center Services would also be utilized to increase Enrollment Services hours through a 24/7 schedule, support for students on all campuses and online.

During peak enrollment times, the college experienced high inbound call volumes in the existing Call Center, Financial Aid, Admissions, Cashier's and Distance Learning departments. Mrs. Wanda Garza, Vice President for Student Affairs and Enrollment Management, stated that the College received over 247,000 calls the previous year.

While many calls were answered and/or transferred to the appropriate service area, departments were not able to handle the high-volume demand during peak periods. Additionally, the existing services were utilized to maximum capacity for outbound calls including enrollment, payment and financial aid drives, returned calls and general student inquiries.

Call Center services would be used to meet the demand of inbound calls and outbound campaigns at various stages of the student lifecycle increasing the likelihood that prospective students completed the enrollment process and persisted to degree completion. A committee drafted a Request for Proposals which was reviewed by the following college departments: Student Financial Services, Distance Learning, College Connections and Admissions, Technology Resources, and the Purchasing Office.

The proposed timeline for the Request for Proposals (RFP) was as follows:

May 4, 2015	Advertisement of RFP
May 19, 2015	Deadline for responses
May 20-27, 2015	Evaluation of responses by staff
June 11, 2015	Review by Finance Committee
June 23, 2015	Approval by Board of Trustees

The agreement for the Call Center Services would be for the period beginning July 1, 2015 and ending August 31, 2016, with an option to renew for two additional two (2) year periods.

A draft of the Request for Proposals (RFP) was included in the packet for the Committee's review and information.

Mr. Paul R. Rodriguez recommended that staff call other institutions utilizing such Call Center Services to test the customer service, professionalism, and general functioning of such services. Staff agreed that such a test would be a good idea. Mrs. Graciela Farias volunteered to make a few test calls as well.

Results of the test calls would be provided to the Board for review and consideration as part of their deliberation of the proposed RFQ for Call Center Services.

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 administration's request to issue a Request for Proposals (RFP) to solicit call center services 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 was current as of April 10, 2015.

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.

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 7:42 p.m.

I certify that the foregoing are the true and correct Minutes of the April 13, 2015 Finance and Human Resources Committee Meeting of the South Texas College Board of Trustees.

Dr. Alejo Salinas, Jr.
Presiding

Review and Update on Title IX and Clery Act Compliance

Mary Elizondo, Vice President for Finance and Administrative Service, will present on this important issue of compliance with Title IX and Clery Act. The presentation will also provide an overview of additional intersecting legislation, the Campus SaVe Act and Violence Against Women Act (VAWA), aimed at addressing sexual misconduct and other crimes on college campuses.

The Office of Civil Rights vigorously enforces Title IX to ensure that institutions that receive federal financial assistance from the US Department of Education comply with the law.

Title IX protects students, employees, applicants for admission and employment, and other persons from all forms of sex discrimination, including discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity. All students (as well as other persons) at higher education institutions are protected by Title IX, regardless of their sex, sexual orientation, gender identity, part-time or full-time status, disability, race, or national origin-in all aspects of a recipient's educational programs and activities.

As part of our obligations under Title IX, the College must designate at least one employee to coordinate their efforts to comply with and carry out their responsibilities under Title IX and must notify all students and employees of that employee's contact information. This employee is generally referred to as the Title IX Coordinator.

Institutions must also adopt and disseminate a nondiscrimination policy and establish grievance procedures to address complaints of discrimination on the basis of sex in education programs and activities. To comply with these mandatory changes, the College is proposing to revise or delete existing policies and to create a new policy as follows:

- Policy #4216: Discrimination, Harassment, Retaliation, and Sexual Misconduct is being proposed to cover all of the Title IX and other legislation requirements. Policy #4212: Sexual Harassment and Policy #4208: Racial Harassment will be deleted and incorporated into the new Policy #4216: Discrimination, Harassment, Retaliation, and Sexual Misconduct.
- In addition, the College is proposing to delete Policy #4206: Persons with Disabilities and Policy #4207: Age Discrimination, and incorporate their language into a revised Policy #4205: Equal Education and Employment Opportunities.
- It is also proposed that Policy 4214: Violence in the Workplace be revised and re-titled as Campus and Workplace Violence Prevention.

The policies follow as a separate agenda item.

The Title IX and Clery Act Compliance Power Point Presentation follows in the packet for the Committee's information and review.

In addition, the guidance package from the U. S. Department of Education from April 24, 2015, follows in the packet for the Committee's information and review. The package includes important documents, including a Dear Colleague Letter, a letter to Title IX Coordinators, and a resource guide that provides Title IX requirements.

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



Title IX and Clery Act Compliance

Addressing Sexual Misconduct and Other Crimes on Campus

Finance and Human Resources Committee Meeting
May 14, 2015

Presented by Mary Elizondo
Vice President for Finance and Administrative Services



Why We Need to Act

According to the April 2014, Report of the White House Task Force to Protect Students From Sexual Assault -

- One in five women is sexually assaulted in college.
- Most often, it's by someone she knows – and also most often, she does not report what happened.
- Many survivors are left feeling isolated, ashamed or to blame.
- Although it happens less often, men, too, are victims of these crimes.

Federal Mandates Regarding Campus Crime



Intersecting legislation aimed at addressing sexual misconduct and other crimes on college campuses include:

- Title IX – 1972, 1975
- Clery Act – 1990
- Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act - 1998
- Campus Awareness and Campus Security Act - 1990
- Violence Against Women Act (VAWA) – 1994
- Campus SaVE Act – 2013



3

Title IX of the Education Amendments of 1972



Title IX is a federal civil rights law that prohibits sex-based discrimination against students and employees of educational institutions in federally funded education programs and activities.

Since 1972, the US Department of Education Office of Civil Rights (OCR) has been the guardian of civil rights in educational institutions nationwide.

Title IX Program Statement:

“No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.”

4

Dear Colleague Letter (Office of Civil Rights)



On April 14, 2011 the Office of Civil Rights issued a “Dear Colleague Letter” (“DCL”) -

- Assertively reminds institutions across the country of their obligations under Title IX to prevent sexual harassment, namely sexual violence on their campuses.
- The DCL explains a school’s responsibility to respond promptly and effectively to sexual violence against students.

5

Dear Colleague Letter (Office of Civil Rights)



- Provides guidance on the unique concerns that arise in sexual violence cases, such as a school’s independent responsibility under Title IX to investigate (apart from any separate criminal investigation by local police) and address sexual violence.
- Provides guidance and examples about key Title IX requirements and how they relate to sexual violence, such as the requirements to publish a policy against sex discrimination, designate a Title IX coordinator, and adopt and publish grievance procedures.

6

Essential Title IX Compliance Elements



Once a school has notice, or should have known, of sexual harassment, or sexual misconduct, the school is required to:

- Take immediate and appropriate steps to investigate what occurred
- Take prompt and effective action to:
 - End the harassment
 - Remedy the effects
 - Prevent the recurrence

7

“Title IX in the News”



(The Washington Post, May 1, 2014)

55 Colleges, Universities under Title IX Investigations Over Handling of Sexual Violence

(The Huffington Post, April 06, 2015)

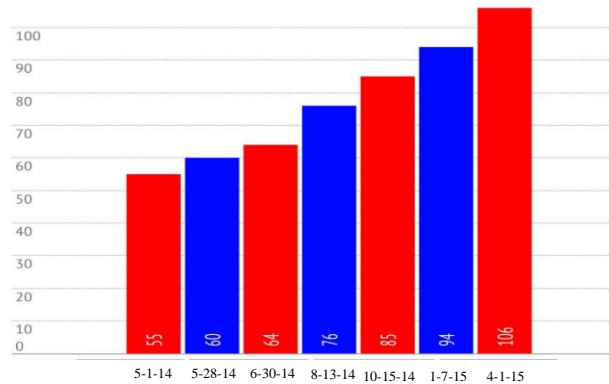
106 Colleges Are Under Federal Investigation For Sexual Assault Cases

8

Number of Higher Education Institutions Being Investigated for Title IX Violations



Huffington Post - April 06, 2015



9

Texas Higher Education Institutions Investigated For Title IX Violations



Of the 106 institutions under investigation on April 1, 2015, three are within the state of Texas:

- Cisco Junior College
- Southern Methodist University
- The University of Texas Pan-American

10

Title IX College Requirements



The College must:

- Designate a Title IX Coordinator
- Develop and publicize policies and procedures
- Provide prevention and awareness training to students, faculty, and staff
- Investigate
- Provide parity and fairness for parties
- Protect confidentiality

11

Title IX Coordinator and Deputy Coordinators



Title IX Coordinator

Mary Elizondo

Vice President - Finance and Administrative Services

Deputy Title IX Coordinators

Brenda Balderaz

Director of Human Resources

Paul Varville

Chief of Police / Director of Safety & Security

Pablo Hernandez

Dean of Student Affairs

Title IX College Policy and Procedures Requirements



The College policy must:

- Include a notice of non-discrimination on the basis of sex in its education programs and activities
- Reference the Title IX Coordinator
- Define sexual violence and examples of prohibited conduct
- Contain the range of possible sanctions and remedies
- Prohibit retaliation
- State the College's jurisdiction over Title IX complaints which would include off-campus conduct
- Advise victims where to report allegations of sexual assault

The College procedures must:

- Include grievance procedures to promptly and equitably resolve student and employee complaints of discrimination.

13

Clery Act



- In 1990 Congress passed the Crime Awareness and Campus Security Act.
- The impetus for the Act arose after the tragic rape and murder of 19-year old Jeanne Clery in her dorm room in 1986.
- The Act was designed to correct the previous lack of information provided to campus communities about crime incidents.
- In 1998 the Act was renamed for Jeanne Clery ("Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act").
- In 2000 and 2008 additional amendments became effective.

14

Clery Act Requirements



The College must:

- Designate Campus Security Authorities
- Publish an Annual Security Report
- Maintain a public crime log
- Disclose crime statistics for incidents that occur on campus, in unobstructed public areas immediately adjacent to or running through the campus and at certain non-campus facilities
- Issue timely warnings about Clery Act crimes which pose a serious or ongoing threat to students and employees
- Devise an emergency response, notification, and testing policy

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Violence Against Women Act (VAWA)



In 1994 Congress passed the Violence Against Women Act (VAWA) in recognition of the severity of crimes associated with domestic violence, sexual assault, and stalking.

- VAWA was born out of the need for a national solution.
- This Act enhances the investigation and prosecution of violent crimes against women.



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The Campus Sexual Violence Elimination (SaVE) Act



In 2013 the Campus SaVE Act, an amendment to the Clery Act, was enacted requiring all post-secondary institutions that participate in federal student financial assistance programs to provide training on campus sexual violence elimination.

- The SaVE Act is designed to increase transparency on campuses about incidents of sexual violence.
- It also is designed to guarantee victims enhanced rights, set standards for disciplinary proceedings and requires campus wide prevention and policies.
- Specifically, it added gender identity and national origin to the category of hate crimes.



17

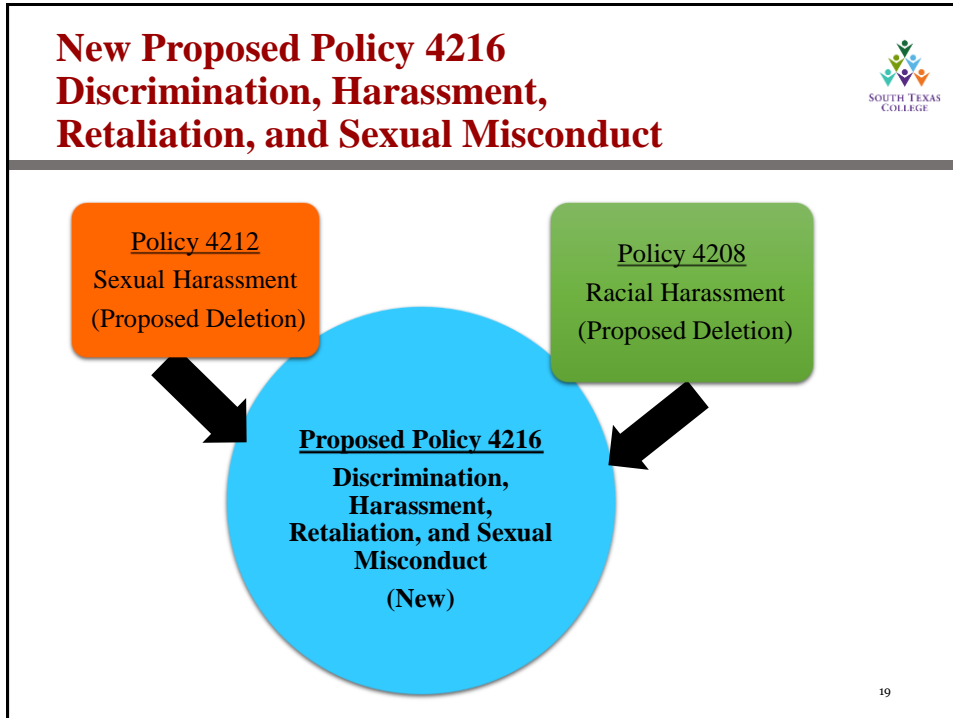
VAWA and SaVE Requirements



The College must:

- Add domestic violence, dating violence, and stalking to categories of Clery crime statistics report
- Include in campus policies and procedures statements about domestic violence, dating violence and stalking including information about prevention programs and grievance procedures
- Change academic, transportation, or working situations to avoid a hostile environment
- Obtain or enforce a no contact directive or restraining order
- Have a clear description of it's disciplinary process and know the range of possible sanctions
- Provide contact information about existing counseling, health, mental health, victim advocacy, legal assistance, and other services available both on-campus and in the community

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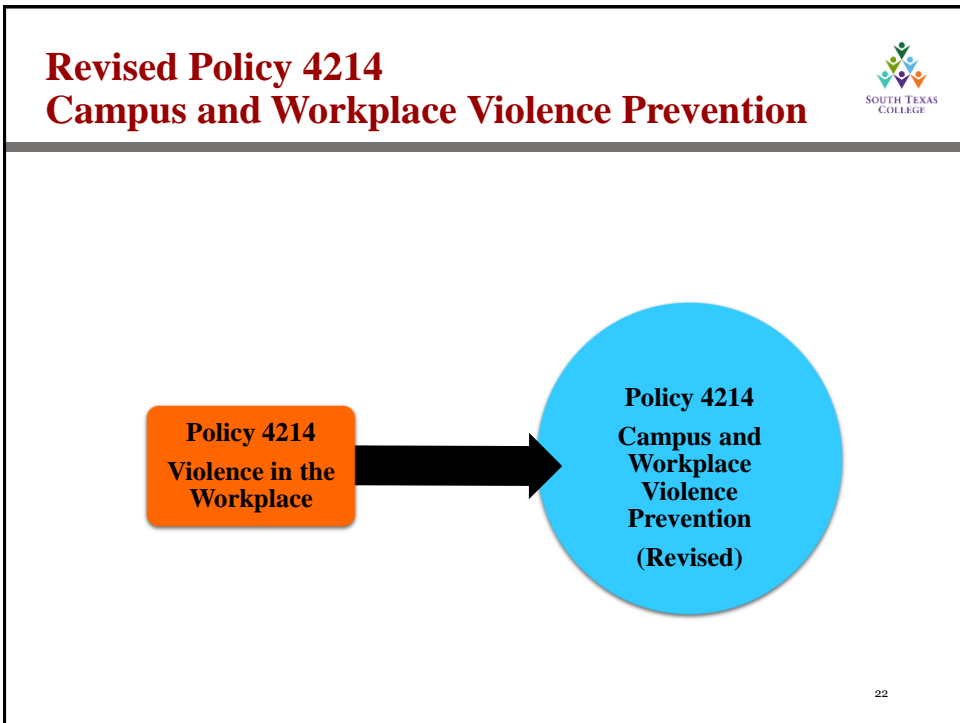
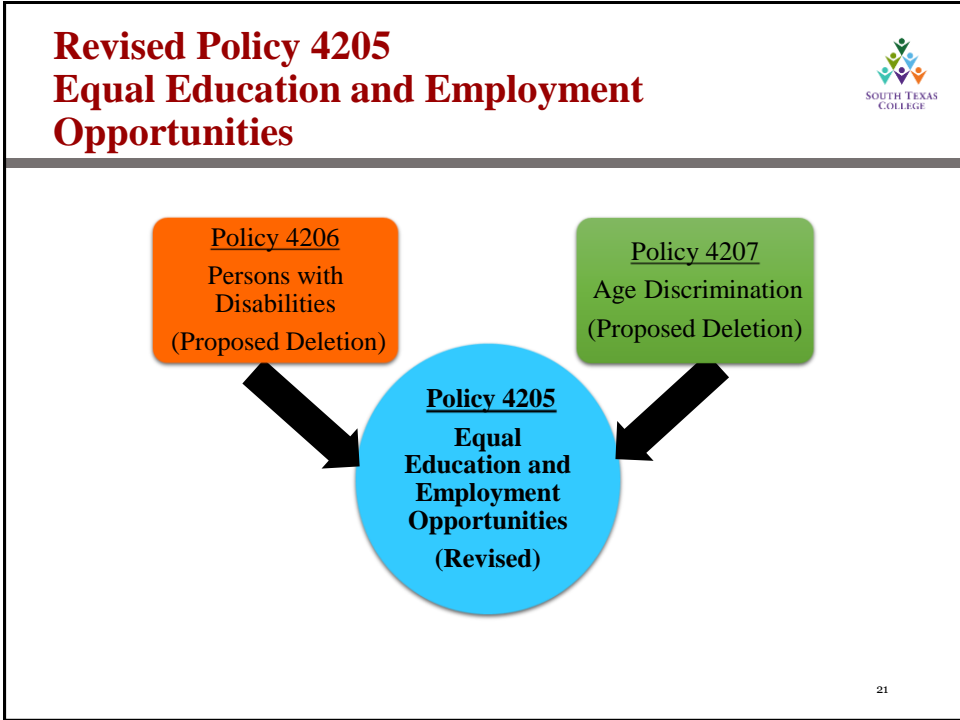


**New Proposed Policy 4216
Discrimination, Harassment,
Retaliation, and Sexual Misconduct**

The following is an outline of the New Proposed Policy 4216 .

I. Purpose	VIII. Sexual Misconduct (cont.)
II. Title IX Statement	H) Sexual Exploitation
III. Prohibited Conduct	I) Dating Violence
IV. Discrimination	J) Domestic Violence
V. Harassment	K) Sexual Violence
VI. Racial Harassment	L) Stalking
VII. Retaliation	IX. Off Campus Conduct
VIII. Sexual Misconduct	X. Other Offenses
A) Sexual Misconduct	Intimidation, Hazing, Bullying
B) Consensual Relationships	XI. Hostile Environment
C) Consent	XII. Reporting
D) Coercion	XIII. Effect on Pending Personnel Actions
E) Incapacitation	XIV. Relationship of Complaint Process to Outside Agency Time Limits
F) Non-Consensual Sexual Intercourse	XV. Title IX Procedures
G) Non-Consensual Sexual Contact	

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Not Alone: White House Report



On January 22, 2014, President Barack Obama signed a Presidential Memorandum establishing the White House Task Force to protect students from sexual assault.

"Perhaps most important, we need to keep saying to anyone out there who has ever been assaulted: you are not alone.

We have your back. I've got your back."

President Barack Obama, January 22, 2014

Website: www.notalone.gov

<https://youtu.be/xLdElcv5gqc>

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QUESTIONS?



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U.S. Department of Education

New Guidance from U.S. Department of Education Reminds Schools of Obligation to Designate Title IX Coordinator

April 24, 2015

Contact: Press Office, (202) 401-1576, press@ed.gov

The U.S. Department of Education's Office for Civil Rights today released a [guidance package](#) emphasizing the responsibility of school districts, colleges and universities to designate a Title IX coordinator. The package also contains an overview of the law's requirements in several key areas, including athletics, single-sex education, sex-based harassment, and discipline.

Title IX of the Education Amendments of 1972 prohibits discrimination on the basis of sex in all education programs or activities that receive federal financial assistance.

"A critical responsibility for schools under Title IX is to designate a well-qualified, well-trained Title IX coordinator and to give that coordinator the authority and support necessary to do the job," said Catherine E. Lhamon, assistant secretary for civil rights. "We hope that these documents will help schools understand their obligations under Title IX."

The guidance package released today includes three documents:

- A [Dear Colleague Letter](#) to school districts, colleges, and universities reminding them of their obligation to designate a Title IX coordinator.
- A [letter](#) to Title IX coordinators that provides them more information about their important role.
- A [Title IX resource guide](#) that includes an overview of Title IX's requirements in several key areas, including recruitment, admissions and counseling; financial assistance; athletics; sex-based harassment; treatment of pregnant and parenting students; and discipline—all topics that frequently confront schools and their Title IX coordinators.

Since the issuance of Title IX regulations in 1975, school districts, colleges, and universities receiving federal financial assistance from the Department of Education have been required to designate at least one employee to coordinate the recipient's compliance with Title IX.

OCR's mission is to ensure equal access to education and promote educational excellence throughout the nation through the vigorous enforcement of civil rights. The office is responsible for enforcing federal civil rights laws that prohibit discrimination by educational institutions on the basis of disability, race, color, national origin, sex, and age, as well as the Boy Scouts of America Equal Access Act of 2001. For more about the office, click [here](#).

More information about Title IX and other OCR guidance documents on Title IX issues [can be found here](#)

Dear Colleague Letter



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE FOR CIVIL RIGHTS

THE ASSISTANT SECRETARY

April 24, 2015

Dear Colleague:

I write to remind you that all school districts, colleges, and universities receiving Federal financial assistance must designate at least one employee to coordinate their efforts to comply with and carry out their responsibilities under Title IX of the Education Amendments of 1972 (Title IX), which prohibits sex discrimination in education programs and activities.¹ These designated employees are generally referred to as Title IX coordinators.

Your Title IX coordinator plays an essential role in helping you ensure that every person affected by the operations of your educational institution—including students, their parents or guardians, employees, and applicants for admission and employment—is aware of the legal rights Title IX affords and that your institution and its officials comply with their legal obligations under Title IX. To be effective, a Title IX coordinator must have the full support of your institution. It is therefore critical that all institutions provide their Title IX coordinators with the appropriate authority and support necessary for them to carry out their duties and use their expertise to help their institutions comply with Title IX.

The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title IX for institutions that receive funds from the Department (recipients).² In our enforcement work, OCR has found that some of the most egregious and harmful Title IX violations occur when a recipient fails to designate a Title IX coordinator or when a Title IX coordinator has not been sufficiently trained or given the appropriate level of authority to oversee the recipient's compliance with Title IX. By contrast, OCR has found that an effective Title IX coordinator often helps a recipient provide equal educational opportunities to all students.

OCR has previously issued guidance documents that include discussions of the responsibilities of a Title IX coordinator, and those documents remain in full force. This letter incorporates that existing OCR guidance on Title IX coordinators and provides additional clarification and recommendations

¹ 34 C.F.R. § 106.8(a). Although Title IX applies to any recipient that offers education programs or activities, this letter focuses on Title IX coordinators designated by local educational agencies, schools, colleges, and universities.

² 20 U.S.C. §§ 1681–1688. The Department of Justice shares enforcement authority over Title IX with OCR.

as appropriate. This letter outlines the factors a recipient should consider when designating a Title IX coordinator, then describes the Title IX coordinator’s responsibilities and authority. Next, this letter reminds recipients of the importance of supporting Title IX coordinators by ensuring that the coordinators are visible in their school communities and have the appropriate training.

Also attached is a letter directed to Title IX coordinators that provides more information about their responsibilities and a Title IX resource guide. The resource guide includes an overview of the scope of Title IX, a discussion about Title IX’s administrative requirements, as well as a discussion of other key Title IX issues and references to Federal resources. The discussion of each Title IX issue includes recommended best practices for the Title IX coordinator to help your institution meet its obligations under Title IX. The resource guide also explains your institution’s obligation to report information to the Department that could be relevant to Title IX. The enclosed letter to Title IX coordinators and the resource guide may be useful for you to understand your institution’s obligations under Title IX.

Designation of a Title IX Coordinator

Educational institutions that receive Federal financial assistance are prohibited under Title IX from subjecting any person to discrimination on the basis of sex. Title IX authorizes the Department of Education to issue regulations to effectuate Title IX.³ Under those regulations, a recipient must designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX and the Department’s implementing regulations.⁴ This position may not be left vacant; a recipient must have at least one person designated and actually serving as the Title IX coordinator at all times.

In deciding to which senior school official the Title IX coordinator should report and what other functions (if any) that person should perform, recipients are urged to consider the following:⁵

A. Independence

The Title IX coordinator’s role should be independent to avoid any potential conflicts of interest and the Title IX coordinator should report directly to the recipient’s senior leadership, such as the district superintendent or the college or university president. Granting the Title IX coordinator this

³ The Department’s Title IX regulations, 34 C.F.R. Part 106, are available at <http://www.ed.gov/policy/rights/reg/ocr/edlite-34cfr106.html>.

⁴ 34 C.F.R. § 106.8(a).

⁵ Many of the principles in this document also apply generally to employees required to be designated to coordinate compliance with other civil rights laws enforced by OCR against educational institutions, such as Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; 34 C.F.R. § 104.7(a), and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131–12134; 28 C.F.R. § 35.107(a).

independence also ensures that senior school officials are fully informed of any Title IX issues that arise and that the Title IX coordinator has the appropriate authority, both formal and informal, to effectively coordinate the recipient's compliance with Title IX. Title IX does not categorically exclude particular employees from serving as Title IX coordinators. However, when designating a Title IX coordinator, a recipient should be careful to avoid designating an employee whose other job responsibilities may create a conflict of interest. For example, designating a disciplinary board member, general counsel, dean of students, superintendent, principal, or athletics director as the Title IX coordinator may pose a conflict of interest.

B. Full-Time Title IX Coordinator

Designating a full-time Title IX coordinator will minimize the risk of a conflict of interest and in many cases ensure sufficient time is available to perform all the role's responsibilities. If a recipient designates one employee to coordinate the recipient's compliance with Title IX and other related laws, it is critical that the employee has the qualifications, training, authority, and time to address all complaints throughout the institution, including those raising Title IX issues.

C. Multiple Coordinators

Although not required by Title IX, it may be a good practice for some recipients, particularly larger school districts, colleges, and universities, to designate multiple Title IX coordinators. For example, some recipients have found that designating a Title IX coordinator for each building, school, or campus provides students and staff with more familiarity with the Title IX coordinator. This familiarity may result in more effective training of the school community on their rights and obligations under Title IX and improved reporting of incidents under Title IX. A recipient that designates multiple coordinators should designate one lead Title IX coordinator who has ultimate oversight responsibility. A recipient should encourage all of its Title IX coordinators to work together to ensure consistent enforcement of its policies and Title IX.

Responsibilities and Authority of a Title IX Coordinator

The Title IX coordinator's primary responsibility is to coordinate the recipient's compliance with Title IX, including the recipient's grievance procedures for resolving Title IX complaints. Therefore, the Title IX coordinator must have the authority necessary to fulfill this coordination responsibility. The recipient must inform the Title IX coordinator of all reports and complaints raising Title IX issues, even if the complaint was initially filed with another individual or office or the investigation will be conducted by another individual or office. The Title IX coordinator is responsible for coordinating the recipient's responses to all complaints involving possible sex discrimination. This responsibility includes monitoring outcomes, identifying and addressing any patterns, and assessing effects on the campus climate. Such coordination can help the recipient avoid Title IX violations, particularly violations involving sexual harassment and violence, by preventing incidents

from recurring or becoming systemic problems that affect the wider school community. Title IX does not specify who should determine the outcome of Title IX complaints or the actions the school will take in response to such complaints. The Title IX coordinator could play this role, provided there are no conflicts of interest, but does not have to.

The Title IX coordinator must have knowledge of the recipient's policies and procedures on sex discrimination and should be involved in the drafting and revision of such policies and procedures to help ensure that they comply with the requirements of Title IX. The Title IX coordinator should also coordinate the collection and analysis of information from an annual climate survey if, as OCR recommends, the school conducts such a survey. In addition, a recipient should provide Title IX coordinators with access to information regarding enrollment in particular subject areas, participation in athletics, administration of school discipline, and incidents of sex-based harassment. Granting Title IX coordinators the appropriate authority will allow them to identify and proactively address issues related to possible sex discrimination as they arise.

Title IX makes it unlawful to retaliate against individuals—including Title IX coordinators—not just when they file a complaint alleging a violation of Title IX, but also when they participate in a Title IX investigation, hearing, or proceeding, or advocate for others' Title IX rights.⁶ Title IX's broad anti-retaliation provision protects Title IX coordinators from discrimination, intimidation, threats, and coercion for the purpose of interfering with the performance of their job responsibilities. A recipient, therefore, must not interfere with the Title IX coordinator's participation in complaint investigations and monitoring of the recipient's efforts to comply with and carry out its responsibilities under Title IX. Rather, a recipient should encourage its Title IX coordinator to help it comply with Title IX and promote gender equity in education.

Support for Title IX Coordinators

Title IX coordinators must have the full support of their institutions to be able to effectively coordinate the recipient's compliance with Title IX. Such support includes making the role of the Title IX coordinator visible in the school community and ensuring that the Title IX coordinator is sufficiently knowledgeable about Title IX and the recipient's policies and procedures. Because educational institutions vary in size and educational level, there are a variety of ways in which recipients can ensure that their Title IX coordinators have community-wide visibility and comprehensive knowledge and training.

⁶ 34 C.F.R. § 106.71 (incorporating by reference 34 C.F.R. § 100.7(e)).

A. Visibility of Title IX Coordinators

Under the Department’s Title IX regulations, a recipient has specific obligations to make the role of its Title IX coordinator visible to the school community. A recipient must post a notice of nondiscrimination stating that it does not discriminate on the basis of sex and that questions regarding Title IX may be referred to the recipient’s Title IX coordinator or to OCR. The notice must be included in any bulletins, announcements, publications, catalogs, application forms, or recruitment materials distributed to the school community, including all applicants for admission and employment, students and parents or guardians of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient.⁷

In addition, the recipient must always notify students and employees of the name, office address, telephone number, and email address of the Title IX coordinator, including in its notice of nondiscrimination.⁸ Because it may be unduly burdensome for a recipient to republish printed materials that include the Title IX coordinator’s name and individual information each time a person leaves the Title IX coordinator position, a recipient may identify its coordinator only through a position title in printed materials and may provide an email address established for the position of the Title IX coordinator, such as TitleIXCoordinator@school.edu, so long as the email is immediately redirected to the employee serving as the Title IX coordinator. However, the recipient’s website must reflect complete and current information about the Title IX coordinator.

Recipients with more than one Title IX coordinator must notify students and employees of the lead Title IX coordinator’s contact information in its notice of nondiscrimination, and should make available the contact information for its other Title IX coordinators as well. In doing so, recipients should include any additional information that would help students and employees identify which Title IX coordinator to contact, such as each Title IX coordinator’s specific geographic region (*e.g.*, a particular elementary school or part of a college campus) or Title IX area of specialization (*e.g.*, gender equity in academic programs or athletics, harassment, or complaints from employees).

The Title IX coordinator’s contact information must be widely distributed and should be easily found on the recipient’s website and in various publications.⁹ By publicizing the functions and responsibilities of the Title IX coordinator, the recipient demonstrates to the school community its commitment to complying with Title IX and its support of the Title IX coordinator’s efforts.

⁷ 34 C.F.R. § 106.9.

⁸ 34 C.F.R. § 106.8(a).

⁹ 34 C.F.R. § 106.9.

Supporting the Title IX coordinator in the establishment and maintenance of a strong and visible role in the community helps to ensure that members of the school community know and trust that they can reach out to the Title IX coordinator for assistance. OCR encourages recipients to create a page on the recipient’s website that includes the name and contact information of its Title IX coordinator(s), relevant Title IX policies and grievance procedures, and other resources related to Title IX compliance and gender equity. A link to this page should be prominently displayed on the recipient’s homepage.

To supplement the recipient’s notification obligations, the Department collects and publishes information from educational institutions about the employees they designate as Title IX coordinators. OCR’s Civil Rights Data Collection (CRDC) collects information from the nation’s public school districts and elementary and secondary schools, including whether they have civil rights coordinators for discrimination on the basis of sex, race, and disability, and the coordinators’ contact information.¹⁰ The Department’s Office of Postsecondary Education collects information about Title IX coordinators from postsecondary institutions in reports required under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act and the Higher Education Opportunity Act.¹¹

B. Training of Title IX Coordinators

Recipients must ensure that their Title IX coordinators are appropriately trained and possess comprehensive knowledge in all areas over which they have responsibility in order to effectively carry out those responsibilities, including the recipients’ policies and procedures on sex discrimination and all complaints raising Title IX issues throughout the institution. The resource guide accompanying this letter outlines some of the key issues covered by Title IX and provides references to Federal resources related to those issues. In addition, the coordinators should be knowledgeable about other applicable Federal and State laws, regulations, and policies that overlap with Title IX.¹² In most cases, the recipient will need to provide an employee with training to act as its Title IX coordinator. The training should explain the different facets of Title IX, including regulatory provisions, applicable OCR guidance, and the recipient’s Title IX policies and grievance procedures. Because these laws, regulations, and OCR guidance may be updated, and

¹⁰ OCR began collecting this information through the CRDC for the 2013-2014 school year. More information about the CRDC is available at <http://www.ed.gov/ocr/data.html>.

¹¹ The Department will begin collecting this information in 2015. More information about the Clery Act data collection is available at <http://www.ed.gov/admins/lead/safety/campus.html>.

¹² See, e.g., the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations, 34 C.F.R. Part 99; and the Clery Act, 20 U.S.C. § 1092(f), and its implementing regulations, 34 C.F.R. Part 668. These documents only address an institution’s compliance with Title IX and do not address its obligations under other Federal laws, such as the Clery Act.

recipient policies and procedures may be revised, the best way to ensure Title IX coordinators have the most current knowledge of Federal and State laws, regulations, and policies relating to Title IX and gender equity is for a recipient to provide regular training to the Title IX coordinator, as well as to all employees whose responsibilities may relate to the recipient’s obligations under Title IX. OCR’s regional offices can provide technical assistance, and opportunities for training may be available through Equity Assistance Centers, State educational agencies, private organizations, advocacy groups, and community colleges. A Title IX coordinator may also find it helpful to seek mentorship from a more experienced Title IX coordinator and to collaborate with other Title IX coordinators in the region (or who serve similar institutions) to share information, knowledge, and expertise.

In rare circumstances, an employee’s prior training and experience may sufficiently prepare that employee to act as the recipient’s Title IX coordinator. For example, the combination of effective prior training and experience investigating complaints of sex discrimination, together with training on current Title IX regulations, OCR guidance, and the recipient institution’s policies and grievance procedures may be sufficient preparation for that employee to effectively carry out the responsibilities of the Title IX coordinator.

Conclusion

Title IX coordinators are invaluable resources to recipients and students at all educational levels. OCR is committed to helping recipients and Title IX coordinators understand and comply with their legal obligations under Title IX. If you need technical assistance, please contact the OCR regional office serving your State or territory by visiting <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> or call OCR’s Customer Service Team at 1-800-421-3481; TDD 1-800-877-8339.

Thank you for supporting your Title IX coordinators to help ensure that all students have equal access to educational opportunities, regardless of sex. I look forward to continuing to work with recipients nationwide to help ensure that each and every recipient has at least one knowledgeable Title IX coordinator with the authority and support needed to prevent and address sex discrimination in our nation’s schools.

Sincerely,

/s/

Catherine E. Lhamon

Assistant Secretary for Civil Rights

Letter
to
Title IX
Coordinators



UNITED STATES DEPARTMENT OF EDUCATION

OFFICE FOR CIVIL RIGHTS

THE ASSISTANT SECRETARY

April 24, 2015

Dear Title IX Coordinator:

Thank you for serving as the Title IX coordinator for your school, school district, college, or university. Your work, and that of your fellow coordinators across the country, is essential to ensuring that all students in the United States, regardless of their sex, have an equal educational opportunity. As a Title IX coordinator, you are an invaluable resource for every person in your institution's community—including students, their parents or guardians, employees, and applicants for admission and employment—regarding their rights under Title IX of the Education Amendments of 1972 (Title IX).¹ The U.S. Department of Education's Office for Civil Rights (OCR) supports your efforts to help your institution comply with Title IX and the Department's implementing regulations,² and looks forward to working with you and your institution to provide students with an educational environment free from sex discrimination.

This letter accompanies a Dear Colleague letter to your school district superintendent or college or university president that reminds all educational institutions receiving Federal financial assistance from the Department that they must designate at least one employee to coordinate their efforts to comply with and carry out their responsibilities under Title IX. That letter explains the significance of your work as the Title IX coordinator to the institution's compliance with Title IX and the importance of providing you with the appropriate authority and support necessary to perform your responsibilities.

This letter also accompanies a resource guide that may assist you in your work as a Title IX coordinator. The resource guide first provides an overview of the scope of Title IX. It then explains Title IX's administrative requirements, which are the foundation for your job and your institution's compliance with Title IX. The resource guide also discusses your institution's obligations with respect to some of the key issues under Title IX and provides references to helpful Federal

¹ 20 U.S.C. §§ 1681–1688. The Department of Justice (DOJ) shares enforcement authority over Title IX with OCR.

² The Department's Title IX regulations, 34 C.F.R. Part 106, are available at <http://www.ed.gov/policy/rights/reg/ocr/edlite-34cfr106.html>.

resources. Finally, the resource guide discusses your institution’s obligation to report information to the Department that could be relevant to Title IX compliance.³

To be an effective Title IX coordinator, you must have the full support of your institution. Such support includes making your role as the Title IX coordinator visible in the community. Because the obligation to designate a Title IX coordinator affects educational institutions of every size and at every educational level, there are a variety of ways to ensure that Title IX coordinators have the necessary support to help institutions meet their obligations under Title IX. For more information about how your institution should support your work as the Title IX coordinator, please see the accompanying Dear Colleague Letter and Title IX Resource Guide.

I commend you for your efforts to ensure students learn in educational environments free from discrimination, and OCR supports you in your work. If you need technical assistance, please contact the OCR regional office serving your state or territory by visiting <http://wdcrobcop01.ed.gov/CFAPPS/OCR/contactus.cfm> or call OCR’s Customer Service Team at 1-800-421-3481; TDD 1-800-877-8339.

Thank you for your commitment to assisting your institution in complying with Title IX and to ensuring that all your institution’s students have safe and healthy environments in which to learn and thrive. I look forward to continuing to work with Title IX coordinators nationwide to help prevent and address sex discrimination in our nation’s schools.

Sincerely,

/s/

Catherine E. Lhamon

Assistant Secretary for Civil Rights

³ These documents only address an institution’s compliance with Title IX and do not address its obligations under other federal laws, such as the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act.

Title IX Resource Guide

TITLE IX RESOURCE GUIDE



U.S. Department of Education
Office for Civil Rights
April 2015

U.S. Department of Education
Office for Civil Rights

Catherine E. Lhamon
Assistant Secretary

April 2015

This resource guide is in the public domain. Authorization to reproduce it in whole or in part is granted. The guide's citation should be:

U.S. Department of Education, Office for Civil Rights, *Title IX Resource Guide* (Apr. 2015).

This guide is also available on the Office for Civil Rights' website at <http://www.ed.gov/ocr>. Any updates to this guide will be available at this website.

If you need technical assistance, please contact the OCR regional office serving your State or territory by:

- visiting <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>, or
- calling OCR's Customer Service Team at 1 800-421-3481; TDD 1-800-877-8339; or
- emailing OCR at ocr@ed.gov.

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A. Scope of Title IX

Title IX of the Education Amendments of 1972 (Title IX) prohibits discrimination based on sex in education programs and activities in federally funded schools at all levels.¹ If any part of a school district or college receives any Federal funds for any purpose, all of the operations of the district or college are covered by Title IX.²

Title IX protects students, employees, applicants for admission and employment, and other persons from all forms of sex discrimination, including discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity. All students (as well as other persons) at recipient institutions are protected by Title IX—regardless of their sex, sexual orientation, gender identity, part- or full-time status, disability, race, or national origin—in all aspects of a recipient’s educational programs and activities.

As part of their obligations under Title IX, all recipients of Federal financial assistance must designate at least one employee to coordinate their efforts to comply with and carry out their responsibilities under Title IX and must notify all students and employees of that employee’s contact information.³ This employee is generally referred to as the Title IX coordinator.

The essence of Title IX is that an institution may not exclude, separate, deny benefits to, or otherwise treat differently any person on the basis of sex unless expressly authorized to do so under Title IX or the Department’s implementing regulations.⁴ When a recipient is considering relying on one of the exceptions to this general rule (several of which are discussed below), Title IX coordinators should be involved at every stage and work with school officials and legal counsel to help determine whether the exception is applicable and, if so, properly executed.

¹ 20 U.S.C. §§ 1681–1688. The Department of Justice shares enforcement authority over Title IX with OCR. The Department of Education’s Title IX regulations, 34 C.F.R. Part 106, are available at <http://www.ed.gov/policy/rights/reg/ocr/edlite-34cfr106.html>. Although Title IX and the Department’s implementing regulations apply to any recipient institution that offers education programs or activities, this resource guide focuses on Title IX coordinators designated by local educational agencies, schools, colleges, and universities.

² An educational institution that is controlled by a religious organization is exempt from Title IX to the extent that compliance would not be consistent with the religious tenets of such organization. 20 U.S.C. § 1681(a)(3); 34 C.F.R. § 106.12(a). For application of this provision to a specific institution, please contact the appropriate OCR regional office.

³ 34 C.F.R. § 106.8(a).

⁴ 20 U.S.C. § 1681(a); 34 C.F.R. § 106.31.

B. Responsibilities and Authority of a Title IX Coordinator

Although the recipient is ultimately responsible for ensuring that it complies with Title IX and other laws, the Title IX coordinator is an integral part of a recipient's systematic approach to ensuring nondiscrimination, including a nondiscriminatory environment. Title IX coordinators can be effective agents for ensuring gender equity within their institutions only when they are provided with the appropriate authority and support necessary to coordinate their institution's Title IX compliance, including access to all of their institution's relevant information and resources.

One of the most important facets of the Title IX coordinator's responsibility is helping to ensure the recipient's compliance with Title IX's administrative requirements. The Title IX coordinator must have knowledge of the recipient's policies and procedures on sex discrimination and should be involved in the drafting and revision of such policies and procedures to help to ensure that they comply with the requirements of Title IX.

The coordinator may help the recipient by coordinating the implementation and administration of the recipient's procedures for resolving Title IX complaints, including educating the school community on how to file a complaint alleging a violation of Title IX, investigating complaints, working with law enforcement when necessary, and ensuring that complaints are resolved promptly and appropriately. The coordinator should also coordinate the recipient's response to all complaints involving possible sex discrimination to monitor outcomes, identify patterns, and assess effects on the campus climate. Such coordination can help an institution avoid Title IX violations, particularly violations involving sexual harassment and violence, by preventing incidents from recurring or becoming systemic problems. Title IX does not specify who should determine the outcome of Title IX complaints or the actions the school will take in response to such complaints. The Title IX coordinator could play this role, provided there are no conflicts of interest, but does not have to.

The Title IX coordinator should also assist the institution in developing a method to survey the school climate and coordinate the collection and analysis of information from that survey. Further, the coordinator should monitor students' participation in athletics and across academic fields to identify programs with disproportionate enrollment based on sex and ensure that sex discrimination is not causing any disproportionality or otherwise negatively affecting a student's access to equal educational opportunities.

The Title IX coordinator should provide training and technical assistance on school policies related to sex discrimination and develop programs, such as assemblies or college trainings, on issues related to Title IX to assist the recipient in making sure that all members of the school community, including students and staff, are aware of their rights and obligations under Title IX. To perform

this responsibility effectively, the coordinator should regularly assess the adequacy of current training opportunities and programs and propose improvements as appropriate.

A recipient can designate more than one Title IX coordinator, which may be particularly helpful in larger school districts, colleges, and universities. It may also be helpful to designate specific employees to coordinate certain Title IX compliance issues (*e.g.*, gender equity in academic programs or athletics, harassment, or complaints from employees). If a recipient has multiple Title IX coordinators, then it should designate one lead Title IX coordinator who has ultimate oversight responsibility.

Because Title IX prohibits discrimination in all aspects of a recipient’s education programs and activities, the Title IX coordinator should work closely with many different members of the school community, such as administrators, counselors, athletic directors, non-professional counselors or advocates, and legal counsel. Although these employees may not be formally designated as Title IX coordinators, the Title IX coordinator may need to work with them because their job responsibilities relate to the recipient’s obligations under Title IX. The recipient should ensure that all employees whose work relates to Title IX communicate with one another and that these employees have the support they need to ensure consistent practices and enforcement of the recipient’s policies and compliance with Title IX. The coordinator should also be available to meet with the school community, including other employees, students, and parents or guardians, as needed to discuss any issues related to Title IX.

For more information about the role of the Title IX coordinator, please review:

- 34 C.F.R. § 106.8(a);
- Dear Colleague Letter: Title IX Coordinators (April 24, 2015), *available at* <http://www.ed.gov/ocr/letters/colleague-201504-title-ix-coordinators.pdf>; and
- Letter to Title IX Coordinators (April 24, 2015), *available at* <http://www.ed.gov/ocr/docs/dcl-title-ix-coordinators-letter-201504.pdf>.

C. Title IX’s Administrative Requirements

The administrative requirements in the Department’s Title IX regulations are the underpinning of both the Title IX coordinator’s job and a recipient’s compliance with Title IX; their purpose is to ensure that a recipient maintains an environment for students and employees that is free from unlawful sex discrimination in all aspects of the educational experience, including academics, extracurricular activities, and athletics. These requirements provide that a recipient must establish a system for the prompt and equitable resolution of complaints. This allows an institution to resolve complaints of discrimination without the need for involvement by outside entities, such as the Federal government. They also provide that a recipient must ensure that members of the school community are aware of their rights under Title IX, have the contact information for the Title IX coordinator, and know how to file a complaint alleging a violation of Title IX.

1. Grievance Procedures

The Department’s Title IX regulations require a recipient to adopt and publish grievance procedures providing for the prompt and equitable resolution of student and employee complaints under Title IX. These procedures provide an institution with a mechanism for discovering incidents of discrimination or harassment as early as possible and for effectively correcting individual and systemic problems. The procedures that each school uses to resolve Title IX complaints may vary depending on the nature of the allegation, the age of the student or students involved, the size and administrative structure of the school, state or local legal requirements, and what it has learned from past experiences.

There are several ways in which a Title IX coordinator can coordinate the recipient’s compliance with the Title IX regulatory requirement regarding grievance procedures.

- First, the Title IX coordinator should work with the recipient to help make sure that the grievance procedures are written in language appropriate for the age of the audience (such as elementary, middle school, high school, or postsecondary students), and that they are easily understood and widely disseminated.
- Second, the Title IX coordinator should review the grievance procedures to help determine whether they incorporate all of the elements required for the prompt and equitable resolution of student and employee complaints under Title IX, consistent with the Title IX regulatory requirement and OCR guidance.
- Third, the Title IX coordinator should communicate with students, parents or guardians, and school employees to help them understand the recipient’s grievance procedures; train employees and students about how Title IX protects against sex discrimination; and provide consultation and information regarding Title IX requirements to potential complainants.

- Fourth, the Title IX coordinator is responsible for coordinating the grievance process and making certain that individual complaints are handled properly. This coordination responsibility may include informing all parties regarding the process, notifying all parties regarding grievance decisions and of the right to and procedures for appeal, if any; monitoring compliance with all of the requirements and timelines specified in the grievance procedures; and maintaining grievance and compliance records and files.
- Finally, the Title IX coordinator should work with the recipient to help ensure that its grievance procedures are accessible to English language learners⁵ and students with disabilities.⁶

For more information about grievance procedures, please review:

- 34 C.F.R. § 106.8(b);
- Questions and Answers on Title IX and Sexual Violence (April 29, 2014), *available at* <http://www.ed.gov/ocr/docs/ga-201404-title-ix.pdf>;
- Dear Colleague Letter: Sexual Violence (April 4, 2011), *available at* <http://www.ed.gov/ocr/letters/colleague-201104.pdf>;
- Dear Colleague Letter: Title IX Grievance Procedures, Postsecondary Education (August 4, 2004), *available at* http://www.ed.gov/ocr/responsibilities_ix_ps.html;
- Dear Colleague Letter: Title IX Grievance Procedures, Elementary and Secondary Education (April 26, 2004), *available at* http://www.ed.gov/ocr/responsibilities_ix.html; and
- Revised Sexual Harassment Guidance (January 19, 2001), *available at* <http://www.ed.gov/ocr/docs/shguide.pdf>.

⁵ Public schools and State educational agencies must take affirmative steps to ensure that students with limited English proficiency can meaningfully participate in their educational programs and services under Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d to d-7, and the Equal Educational Opportunities Act, 20 U.S.C. § 1703(f) (1974).

⁶ See 28 C.F.R. § 35.130(a) and (b); 34 C.F.R. § 104.4.

2. Notice of Nondiscrimination and Contact Information for the Title IX Coordinator

The Department's Title IX regulations require a recipient to publish a statement that it does not discriminate on the basis of sex in the education programs or activities it operates and that it is required by Title IX not to discriminate in such a manner. The notice must also state that questions regarding Title IX may be referred to the recipient's Title IX coordinator or to OCR.

The notice must be widely distributed to all applicants for admission and employment, students and parents or guardians of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient. The notice should be prominently posted on the recipient's website, at various locations on campus, and in electronic and printed publications for general distribution. In addition, the notice must be included in any bulletins, announcements, publications, catalogs, application forms, or recruitment materials.

A recipient must notify all students and employees of the name or title, office address, telephone number, and email address of the Title IX coordinator, including in its notice of nondiscrimination. The notice should also state any other job title that the Title IX coordinator might have. Recipients must notify students and employees of the Title IX coordinator's contact information in its notice of nondiscrimination. Recipients with more than one Title IX coordinator must notify the school community of the lead Title IX coordinator's contact information in its notice of nondiscrimination, and should also make available the contact information for its other Title IX coordinators as well to ensure consistent practices and standards in handling complaints. In doing so, recipients should include any additional information that would help students and employees identify which Title IX coordinator to contact, such as each Title IX coordinator's specific geographic region (*e.g.*, a particular elementary school or part of a college campus) or area of specialization within Title IX (*e.g.*, gender equity in academic programs or athletics, harassment, or complaints from employees). Because social media are now widespread means for students and other members of the school community to communicate, a recipient should also make the Title IX coordinator's contact information available on social media to the extent that they are supported or used by the recipient.

The content of the notice must be complete and include current information. The Title IX coordinator should work with the recipient to make sure the text of the notice complies with all applicable requirements, that the notice is published and properly displayed, and the content of the notice remains accurate. One potentially low-cost way to help ensure that a recipient's notice is properly disseminated and current on the recipient's website is to create a page on the website that includes the name and contact information of the recipient's Title IX coordinator(s), relevant Title IX policies and grievance procedures, and other resources related to Title IX compliance and gender equity. A link to this page should be prominently displayed on the recipient's homepage.

For more information on notices of nondiscrimination, please review:

- 34 C.F.R. §§ 106.8(a), 106.9;
- Notice of Nondiscrimination (August 2010), *available at* <http://www.ed.gov/ocr/docs/nondisc.pdf>;
- Dear Colleague Letter: Title IX Grievance Procedures, Postsecondary Education (August 4, 2004), *available at* http://www.ed.gov/ocr/responsibilities_ix_ps.html; and
- Dear Colleague Letter: Title IX Grievance Procedures, Elementary and Secondary Education (April 26, 2004), *available at* http://www.ed.gov/ocr/responsibilities_ix.html.

D. Application of Title IX to Various Issues

Below is a summary of some of the key issues covered by Title IX, as well as some general information on the legal requirements applicable to each issue area, including citations to the relevant Departmental regulatory provisions and references to OCR’s guidance that address the issue. The discussion of each Title IX issue includes recommended best practices to help a recipient meet its obligations under Title IX.

1. Recruitment, Admissions, and Counseling

Title IX prohibits recipient institutions of vocational education, professional education, graduate higher education, and public colleges and universities from discriminating on the basis of sex in the recruitment or admission of students.⁷ The Title IX coordinator at these recipient institutions should help the recipient to ensure that it does not discriminate on the basis of sex in recruitment and admissions by reviewing the recipient’s recruitment materials, admission forms, and policies and practices in these areas.

The Department’s Title IX regulations also prohibit all recipients from discriminating on the basis of sex in counseling or guiding students or applicants for admission. The Title IX coordinator should review any materials used for counseling students in terms of class or career selection, or for counseling applicants for admission, to ensure that the recipient does not use different materials for students based on sex or use materials that permit or require different treatment of students based on sex.

At all types of recipient institutions covered by Title IX, the Title IX coordinator should also work with school officials to help remind the school community that all students must have equal access to all programs. Many fields of study continue to be affected by sex-based disparities in enrollment; these are typically called nontraditional fields. For example, some fields of study in science, technology, engineering, and mathematics or career and technical education are often affected by disproportionate enrollment of students based on sex, which triggers a duty of inquiry on the part of the recipient. Title IX coordinators can help ensure that such disparities are not the result of discrimination on the basis of sex by reviewing enrollment data and working with other employees of the recipient to review counseling practices and counseling or appraisal materials. Under certain circumstances, recipients might encourage students to explore nontraditional fields to address underrepresentation of students of that sex in those fields.

⁷ 20 U.S.C. §1681(a)(1). The Department’s Title IX regulations regarding admissions do not apply to private institutions of undergraduate higher education or to any public institution of undergraduate higher education which traditionally and continually from its establishment has had a policy of admitting only students of one sex. 34 C.F.R. § 106.15.

For more information about sex discrimination in recruiting, admissions, and counseling, please review:

- 34 C.F.R. §§ 106.3(b), 106.15, 106.36, and 34 C.F.R. Part 106, Subpart C; and
- Title IX and Access to Courses and Programs in Science, Technology, Engineering and Math (October 2012), *available at* <http://www.ed.gov/ocr/presentations/stem-t9-powerpoint.pdf>.

2. Financial Assistance

Generally, a recipient may not: (a) provide different amounts or types of financial assistance, limit eligibility for such assistance, apply different criteria or otherwise discriminate on the basis of sex in administering such assistance; or (b) assist any agency, organization, or person which offers sex-restricted student aid.

The Department's Title IX regulations provide three exceptions to these general prohibitions. Recipients are permitted to administer or assist in the administration of scholarships, fellowships, or other awards that are restricted to members of one sex if the award is: (a) created by certain legal instruments, including wills or trusts, or by acts of a foreign government, provided the overall effect is nondiscriminatory; (b) for study at foreign institutions if the recipient provides, or otherwise makes available reasonable opportunities for similar studies for members of the other sex; or (c) athletic financial assistance. The Department's Title IX regulatory requirements regarding athletic financial assistance are discussed in the Athletics section, below.

To help the recipient ensure its compliance with these requirements, the Title IX coordinator should help the recipient develop, and subsequently monitor, the procedures and practices for awarding financial assistance and for administering or aiding any foundation, trust, agency, organization, person, or foreign government in awarding financial assistance to its students.

For more information about sex discrimination in financial assistance, please review:

- 34 C.F.R. §§ 106.31(c) and 106.37.

3. Athletics

The Department’s Title IX regulations prohibit sex discrimination in interscholastic, intercollegiate, club, or intramural athletics offered by a recipient institution, including with respect to (a) student interests and abilities; (b) athletic benefits and opportunities; and (c) athletic financial assistance.

(a) Student Interests and Abilities

Under the Department’s Title IX regulations, an institution must provide equal athletic opportunities for members of both sexes and effectively accommodate students’ athletic interests and abilities. OCR uses a three-part test to determine whether an institution is providing nondiscriminatory athletic participation opportunities in compliance with the Title IX regulation. The test provides the following three compliance options:

1. Whether participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments; or
2. Where the members of one sex have been and are underrepresented among athletes, whether the institution can show a history and continuing practice of program expansion which is demonstrably responsive to the developing interests and abilities of the members of that sex; or
3. Where the members of one sex are underrepresented among athletes, and the institution cannot show a history and continuing practice of program expansion, as described above, whether it can be demonstrated that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program.

The three-part test is intended to allow institutions to maintain flexibility and control over their athletic programs consistent with Title IX’s nondiscrimination requirements. The three-part test furnishes an institution with three individual avenues to choose from when determining how it will provide individuals of each sex with nondiscriminatory opportunities to participate in athletics. If an institution has met any part of the three-part test, OCR will determine that the institution is meeting this requirement.

To coordinate the institution’s compliance with this requirement, the Title IX coordinator should compare its enrollment data to the number of athletic participation opportunities it offers; review the institution’s history of expanding participation opportunities for students of the underrepresented sex; and evaluate whether there is unmet interest in a particular sport, whether there is sufficient ability to sustain a team in the sport, and whether there is a reasonable expectation of competition for the team.

For more information about the obligation to provide equal athletic opportunities and to effectively accommodate students' athletic interests and abilities, please review:

- 34 C.F.R. § 106.41(c)(1);
- Dear Colleague Letter: Part Three of the Three-Part Test (April 20, 2010), *available at* <http://www.ed.gov/ocr/letters/colleague-20100420.html>;
- Dear Colleague Letter: Athletic Activities Counted for Title IX Purposes (September 17, 2008), *available at* <http://www.ed.gov/ocr/letters/colleague-20080917.pdf>;
- Dear Colleague Letter: Title IX Athletics Three-Part Test (March 27, 2008), *available at* <http://www.ed.gov/ocr/letters/title-ix-2008-0327.pdf>;
- Dear Colleague Letter: Further Clarification of Intercollegiate Athletics Policy Guidance (July 11, 2003), *available at* <http://www.ed.gov/ocr/title9guidanceFinal.html>;
- Dear Colleague Letter: Clarification of Intercollegiate Athletics Policy Guidance: The Three-Part Test (January 16, 1996), *available at* <http://www.ed.gov/ocr/docs/clarific.html>; and
- Title IX Policy Interpretation: Intercollegiate Athletics (December 11, 1979), *available at* <http://www.ed.gov/ocr/docs/t9interp.html>.

(b) Athletic Benefits and Opportunities

The Department’s Title IX regulations and OCR guidance require that recipients that operate or sponsor interscholastic, intercollegiate, club or intramural athletics provide equal athletic opportunities for members of both sexes. In determining whether an institution is providing equal opportunity in athletics, the regulations require the Department to consider, among others, the following factors: (1) the provision of equipment and supplies; (2) scheduling of games and practice time; (3) travel and per diem allowances; (4) opportunity for coaching and academic tutoring; (5) assignment and compensation of coaches and tutors; (6) provision of locker rooms, and practice and competitive facilities; (7) provision of medical and training facilities and services; (8) housing and dining services; (9) publicity; (10) recruitment; and (11) support services. These factors are sometimes referred to as the laundry list.

As part of the recipient’s obligation to provide equal athletic opportunity to its students, OCR encourages Title IX coordinators to work with the recipient to periodically review and compare the distribution of athletic benefits and opportunities by sex in each of these areas, including financial expenditures on male and female athletic teams.

For more information about each of these areas, please review:

- 34 C.F.R. § 106.41(c)(2)–(10); and
- Title IX Policy Interpretation: Intercollegiate Athletics (December 11, 1979), *available at* <http://www.ed.gov/ocr/docs/t9interp.html>.

(c) Athletic Financial Assistance

The Department’s Title IX regulations specify that if a recipient awards athletic financial assistance, including athletic scholarships or grants-in-aid, it must provide reasonable opportunities for such awards for members of each sex in substantial proportion to the number of students of each sex participating in interscholastic or intercollegiate athletics. Separate athletic financial assistance for members of each sex may be provided as part of separate athletic teams for members of each sex.

The Title IX coordinator should help coordinate the recipient’s efforts to ensure that the athletic financial assistance awarded by the recipient complies with these provisions by working with the institution and its athletics department.

For more information about a recipient’s obligations regarding awards of athletic financial assistance, please review:

- 34 C.F.R. § 106.37(c);
- Title IX Policy Interpretation: Intercollegiate Athletics (December 11, 1979), *available at* <http://www.ed.gov/ocr/docs/t9interp.html>; and
- Dear Colleague Letter: Bowling Green State University (July 23, 1998), *available at* <http://www.ed.gov/ocr/docs/bowlgrn.html>.

4. Sex-Based Harassment

In order to best perform academically and to have equal access to all aspects of a recipient’s educational programs and activities, students must not be subjected to unlawful harassment, either in the classroom or while participating in other education programs or activities.⁸

Title IX prohibits sex-based harassment by peers, employees, or third parties that is sufficiently serious to deny or limit a student’s ability to participate in or benefit from the recipient’s education programs and activities (*i.e.*, creates a hostile environment). When a recipient knows or reasonably should know of possible sex-based harassment, it must take immediate and appropriate steps to investigate or otherwise determine what occurred. If an investigation reveals that the harassment created a hostile environment, the recipient must take prompt and effective steps reasonably calculated to end the harassment, eliminate the hostile environment, prevent the harassment from recurring, and, as appropriate, remedy its effects.

Title IX prohibits several types of sex-based harassment. Sexual harassment is unwelcome conduct of a sexual nature, such as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual violence is a form of sexual harassment and refers to physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent (*e.g.*, due to the student’s age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Gender-based harassment is another form of sex-based harassment and refers to unwelcome conduct based on an individual’s actual or perceived sex, including harassment based on gender identity or nonconformity with sex stereotypes, and not necessarily involving conduct of a sexual nature. All of these types of sex-based harassment are forms of sex discrimination prohibited by Title IX.

Harassing conduct may take many forms, including verbal acts and name-calling, as well as non-verbal behavior, such as graphic and written statements, or conduct that is physically threatening, harmful, or humiliating. The more severe the conduct, the less need there is to show a repetitive series of incidents to prove a hostile environment, particularly if the conduct is physical. Indeed, a single or isolated incident of sexual violence may create a hostile environment.

Title IX protects all students from sex-based harassment, regardless of the sex of the alleged perpetrator or complainant, including when they are members of the same sex. Title IX’s sex discrimination prohibition extends to claims of discrimination based on gender identity or failure to

⁸ A Title IX coordinator may receive reports of sex-based harassment of any member of the school community. It is the Title IX coordinator’s responsibility to help make sure that such complaints are processed appropriately.

conform to stereotypical notions of masculinity or femininity, and a recipient must accept and appropriately respond to all complaints of sex discrimination. Similarly, the actual or perceived sexual orientation or gender identity of the parties does not change a recipient's obligations. A recipient should investigate and resolve allegations of sexual or gender-based harassment of lesbian, gay, bisexual, and transgender students using the same procedures and standards that it uses in all complaints involving sex-based harassment. The fact that an incident of sex-based harassment may be accompanied by anti-gay comments or be partly based on a student's actual or perceived sexual orientation does not relieve a recipient of its obligation under Title IX to investigate and remedy such an incident.

The Title IX coordinator must coordinate the recipient's efforts to accept and appropriately respond to all complaints of sex discrimination and should work with the recipient to prevent sexual and gender-based harassment.

- First, the Title IX coordinator should assist in any training the recipient provides to the school community, including all employees, as to what conduct constitutes sexual and gender-based harassment and how to respond appropriately when it occurs.
- Second, the Title IX coordinator should help the recipient develop a method appropriate to their institution to survey the campus climate, evaluate whether any discriminatory attitudes pervade the school culture, and determine whether any harassment or other problematic behaviors are occurring, where they happen, which students are responsible, which students are targeted, and how those conditions may be best remedied.
- Third, because the Title IX coordinator must have knowledge of all Title IX reports and complaints at the recipient institution, the Title IX coordinator is generally in the best position to evaluate confidentiality requests from complainants in the context of providing a safe, nondiscriminatory environment for all students.
- Fourth, the Title IX coordinator should coordinate recordkeeping (for instance, in a confidential log maintained by the Title IX coordinator), monitor incidents to help identify students or employees who have multiple complaints filed against them or who have been repeated targets, and address any patterns or systemic problems that arise, including making school officials aware of these patterns or systemic problems as appropriate.
- Fifth, the Title IX coordinator should recommend, as necessary, that the recipient increase safety measures, such as monitoring, supervision, or security at locations or activities where harassment has occurred.

- Finally, the Title IX coordinator should regularly review the effectiveness of the recipient’s efforts to ensure that the recipient institution is free from sexual and gender-based harassment, and use that information to recommend future proactive steps that the recipient can take to comply with Title IX and protect the school community.

For more information about a recipient’s obligation to address sexual and gender-based harassment, please review:

- Questions and Answers on Title IX and Sexual Violence (April 29, 2014), *available at* <http://www.ed.gov/ocr/docs/ga-201404-title-ix.pdf>;
- Dear Colleague Letter: Sexual Violence (April 4, 2011), *available at* <http://www.ed.gov/ocr/letters/colleague-201104.pdf>;
- Dear Colleague Letter: Harassment and Bullying (October 26, 2010), *available at* <http://www.ed.gov/ocr/letters/colleague-201010.pdf>;
- Sexual Harassment: It's Not Academic (September 2008), *available at* <http://www.ed.gov/ocr/docs/ocrshpam.pdf>;
- Dear Colleague Letter: Sexual Harassment Issues (January 25, 2006), *available at* <http://www.ed.gov/ocr/letters/sexhar-2006.pdf>;
- Dear Colleague Letter: First Amendment (July 28, 2003), *available at* <http://www.ed.gov/ocr/firstamend.html>;
- Revised Sexual Harassment Guidance (January 19, 2001), *available at* <http://www.ed.gov/ocr/docs/shguide.pdf>; and
- Not Alone: Together Against Sexual Assault, *available at* <http://www.notalone.gov>.

5. Pregnant and Parenting Students

Under the Department’s Title IX regulations, recipients are prohibited from: (a) applying any rule concerning parental, family, or marital status that treats persons differently on the basis of sex; or (b) discriminating against or excluding any student from its education program or activity, including any class or extracurricular activity on the basis of pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery therefrom. Institutions of vocational education, professional education, graduate higher education, and public colleges and universities are prohibited from making pre-admission inquiries as to the marital status of an applicant for admission.

The Title IX coordinator should work with the recipient on its obligation not to discriminate against students based on their parental, family, or marital status, or exclude pregnant or parenting students from participating in any educational program, including extracurricular activities. The Title IX coordinator is responsible for coordinating the recipient’s response to complaints of discrimination against pregnant and parenting students. In addition, the Title IX coordinator should provide training to students so they know that Title IX prohibits discrimination against pregnant and parenting students, provide workshops to administrators, teachers, and other staff on the Department’s Title IX regulations and OCR guidance related to pregnant and parenting students, and assist the recipient in helping to meet the unique educational, child care, and health care needs of pregnant and parenting students.

For more information about a recipient’s obligations regarding pregnant and parenting students, please review:

- 34 C.F.R. §§ 106.21(c), 106.31, 106.40;
- Supporting the Academic Success of Pregnant and Parenting Students (June 2013), *available at* <http://www.ed.gov/ocr/docs/pregnancy.pdf>;
- Dear Colleague Letter: Pregnant and Parenting Students (June 25, 2013), *available at* <http://www2.ed.gov/ocr/letters/colleague-201306-title-ix.pdf>; and
- Dear Colleague Letter: Nondiscriminatory Treatment of Pregnant Student Athletes (June 25, 2007), *available at* <http://www.ed.gov/ocr/letters/colleague-20070625.pdf>.

6. Discipline

The Department’s Title IX regulations prohibit a recipient from subjecting any person to separate or different rules of behavior, sanctions, or other treatment, such as discriminatory discipline, based on sex.

The Title IX coordinator should review the recipient’s discipline policies to help make sure they are not discriminatory. In addition, the Title IX coordinator should work with other coordinators or school employees to help the recipient keep and maintain accurate and complete records regarding its disciplinary incidents and monitor the recipient’s administration of its discipline policies to ensure that they are not administered in a discriminatory manner. For example, the Title IX coordinator should review the recipient’s disciplinary records and data to ensure that similarly situated students are not being disciplined differently based on sex for the same offense and that the recipient’s discipline policies do not have an unlawful disparate impact on students based on sex. The Title IX coordinator should also help the recipient to ensure that students are not disciplined based on their gender identity or for failing to conform to stereotypical notions of masculinity or femininity in their behavior or appearance.

For more information about a recipient’s obligations regarding nondiscriminatory administration of discipline, please review:

- 34 C.F.R. § 106.31(b)(4); and
- Dear Colleague Letter: Nondiscriminatory Administration of Discipline (January 8, 2014), available at <http://www.ed.gov/ocr/letters/colleague-201401-title-vi.pdf>.

7. Single-Sex Education

A recipient is generally prohibited from providing any of its education programs or activities separately on the basis of sex, or requiring or refusing participation by students on the basis of sex unless expressly authorized to do so under Title IX or the Department’s implementing regulations. There are some limited exceptions, the most significant of which are outlined below.

(a) Schools

A recipient generally may offer a single-sex nonvocational elementary or secondary school under Title IX only if it offers a substantially equal school to students of the other sex.⁹ The substantially equal school may be either single-sex or coeducational. The Department’s Title IX regulations include a non-exhaustive list of factors that are relevant to determining whether a school is substantially equal to a single-sex school. The factors include the admission criteria and policies; the educational benefits provided, including the quality, range, and content of curriculum and other services, and the quality and availability of books, instructional materials, and technology; the qualifications of faculty and staff; geographic accessibility; the quality and range of extracurricular offerings; the quality, accessibility, and availability of facilities and resources provided; and intangible features, such as reputation of faculty. Although the schools do not need to be identical with respect to each factor, they need to be substantially equal. This means that if one school is significantly superior with respect to one factor, or slightly superior with respect to many factors, the schools are likely not substantially equal.

If the recipient offers a single-sex school, then the district’s Title IX coordinator should be involved in assessing the recipient’s compliance with Title IX by helping to ensure that the recipient offers a substantially equal single-sex school or coeducational school.

⁹ Title IX does not prohibit the operation of a single-sex nonvocational private elementary or secondary school or a single-sex nonvocational private institution of undergraduate higher education. 20 U.S.C. § 1681(a)(1); 34 C.F.R. § 106.15(d). Title IX permits the operation of a nonvocational public charter school that is a single-school local educational agency under State law without requiring the operation of a substantially equal school for the excluded sex.

(b) Classes and Extracurricular Activities

The Department’s Title IX regulations do not prohibit recipients from grouping students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex or using requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

The Department’s Title IX regulations identify the following categories for which a recipient may intentionally separate students by sex: (a) contact sports in physical education classes; (b) classes or portions of classes in elementary and secondary schools that deal primarily with human sexuality; and (c) nonvocational classes and extracurricular activities within a coeducational, nonvocational elementary or secondary school if certain criteria are met.

With respect to the third category, a recipient may offer a single-sex nonvocational class or extracurricular activity in a coeducational, nonvocational elementary or secondary school if the class is based on one of two important objectives: to improve its students’ educational achievement through its overall established policy to provide diverse educational opportunities or to meet the particular, identified educational needs of its students. The single-sex nature of each class must be substantially related to achievement of the important objective and the recipient must implement its important objective in an evenhanded manner. In addition, enrollment in a single-sex class must be completely voluntary and the recipient must provide a substantially equal coeducational class in the same subject to all students, and may be required to provide a substantially equal single-sex class for students of the excluded sex. The factors that are relevant to determining whether a single-sex class and a coeducational class are substantially equal are similar to those used to determine whether schools are substantially equal. If a recipient provides a single-sex class under this regulatory exception, it is also required to conduct a periodic evaluation of the class and the original justification behind the class at least every two years. The periodic evaluation must ensure that each single-sex class is based upon a genuine justification and does not rely on overly broad generalizations about the different talents, capacities, or preferences of either sex, and that each single-sex class or extracurricular activity is substantially related to the achievement of the important objective for the class.

If the recipient offers a single-sex class, then the Title IX coordinator should be involved in assessing the recipient’s compliance with Title IX, both when determining whether and how single-sex classes can be offered and during the recipient’s periodic review of single-sex offerings. The Title IX coordinator’s role may include assisting with the preparation and review of the required periodic evaluations, tracking and reviewing complaints involving single-sex classes, confirming that student enrollment in any single-sex class is completely voluntary, and helping to ensure that the recipient offers a substantially equal coeducational class and, as appropriate, substantially equal single-sex class, for each single-sex class offered. The Title IX coordinator should also help ensure that

transgender students are treated consistent with their gender identity in the context of single-sex classes.

For more information about single-sex schools, classes, and extracurricular activities, please review:

- 34 C.F.R. § 106.34;
- Questions and Answers Regarding Single-Sex Elementary and Secondary Classes and Extracurricular Activities (December, 2014), *available at* <http://www.ed.gov/ocr/docs/faqs-title-ix-single-sex-201412.pdf>;
- Dear Colleague Letter: Single-Sex Education (January 31, 2007), *available at* <http://www.ed.gov/ocr/letters/single-sex-20070131.html>; and
- Final Rule: Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 71 Fed. Reg. 62,530 (October 25, 2006), *available at* <http://www2.ed.gov/legislation/FedRegister/finrule/2006-4/102506a.pdf>.

8. Employment

Under the Department’s Title IX regulations, a recipient is generally prohibited from discriminating on the basis of sex in any employment or recruitment, consideration or selection for employment, whether full-time or part-time.¹⁰ This includes employment actions such as recruitment, hiring, promotion, compensation, grants of leave, and benefits. A recipient must make employment decisions in a nondiscriminatory manner, and may not enter into contracts, including those with employment agencies or unions, that have the direct or indirect effect of subjecting employees or students to discrimination based on sex. Additionally, Title IX’s employment provisions protect against discrimination based on an applicant’s or employee’s pregnancy or marital or parental status. Finally, a recipient may not employ students in a way that discriminates against one sex, or provide services to any other organization that does so.

The Title IX coordinator should help the recipient in making sure school employees are aware that the Title IX coordinator is available to help employees as well as students. The Title IX coordinator should be familiar with the recipient’s employment policies and procedures, and train the appropriate human resource employees regarding the recipient’s obligations under Title IX.

For more information about employment discrimination, please review:

- 34 C.F.R. Part 106, Subpart E; 34 C.F.R. § 106.38.

¹⁰ Employees are also protected from discrimination on the basis of sex, including sexual harassment, by Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e. OCR does not enforce Title VII. For information about Title VII, see the Equal Employment Opportunity Commission’s website at <http://www.eeoc.gov>.

9. Retaliation

A recipient cannot retaliate against an individual, including a Title IX coordinator, for the purpose of interfering with any right or privilege secured by Title IX. Retaliation against an individual because the individual filed a complaint alleging a violation of Title IX; participated in a Title IX investigation, hearing, or proceeding; or advocated for others' Title IX rights is also prohibited. The recipient should ensure that individuals are not intimidated, threatened, coerced, or discriminated against for engaging in such activity.

For more information about the prohibition against retaliation, please review:

- 34 C.F.R. § 106.71 (incorporating by reference 34 C.F.R. § 100.7(e)); and
- Dear Colleague Letter: Retaliation (April 2013), *available at* <http://www.ed.gov/ocr/letters/colleague-201304.pdf>.

E. Information Collection and Reporting

The Department requires recipients to report information about Title IX and other civil rights issues that may be useful to the work of Title IX coordinators. In addition, Title IX coordinators can play a helpful role in helping to ensure that their institutions' information is accurate, comprehensive, and effectively used to cure civil rights violations or prevent them from occurring.

OCR administers the Civil Rights Data Collection (CRDC), which collects information on key education and civil rights issues from public local educational agencies (LEAs) and schools, including juvenile justice facilities, charter schools, alternative schools, and schools serving students with disabilities. The information is used by OCR in its enforcement efforts, by other Department offices and Federal agencies, and by the public, including policymakers and researchers.

The CRDC collects information on several key issue areas under Title IX that might help inform the Title IX coordinator's work, including harassment or bullying,¹¹ discipline, and participation in various academic classes and programs, single-sex classes and activities, and interscholastic athletics. In addition, the CRDC asks LEAs to report whether they have civil rights coordinators, including Title IX coordinators and to provide each coordinator's contact information. For Title IX coordinators at elementary and secondary schools, the CRDC may be a useful tool to monitor trends within their districts and schools to determine whether there are patterns or systemic problems under Title IX. Additionally, the CRDC and other information collections at the State and local levels can help recipients and their Title IX coordinators identify patterns of disproportionality that may be rooted in sex discrimination. For example, the CRDC's information about student enrollment in particular courses of study (*e.g.*, science, technology, engineering, and mathematics courses) may help a Title IX coordinator determine whether a particular sex is underrepresented in such courses. If so, the coordinator should investigate the possible causes of the disproportionality and then recommend measures for reaching greater proportionality, as appropriate.

¹¹ The CRDC collects information on allegations of harassment or bullying, students reported as harassed or bullied, and students disciplined for harassment or bullying, based on sex, race/color/national origin, and disability. For allegations of harassment or bullying, data are also collected based on religion and sexual orientation. As a best practice, OCR recommends that Title IX coordinators assist the recipient in training relevant staff about how information on sex-based harassment should be reported under the CRDC. For example, relevant staff should be knowledgeable about the ways in which harassment based on sex and sexual orientation overlap, and informed that if an incident has multiple bases (*e.g.*, an incident in which a student was harassed both based on gender nonconformity (sex) and sexual orientation), the LEA should report all relevant bases under the CRDC. In addition, the recipient should remind staff who collect, maintain, and report information to the Department of these requirements and of the district's obligations, including keeping personally identifiable information private.

The Department's Office of Postsecondary Education also collects information about Title IX coordinators from postsecondary institutions in reports required under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act and the Higher Education Opportunity Act.¹² Title IX coordinators in postsecondary settings should assist the institution's officials in accurately reporting the required information.

For more information about data collection and reporting, please review:

- CRDC webpage, *available at* <http://www.ed.gov/ocr/data.html>; and
- Campus Security webpage (for postsecondary institutions), *available at* <http://www.ed.gov/admins/lead/safety/campus.html>.

¹² 20 U.S.C. § 1092(f). The Department will begin collecting this information in 2015.

Review and Recommend Action on Revision, Deletion, and New Policies

Approval of revision, deletion, and new policies will be requested at the May 26, 2015 Board meeting.

These updates are being proposed in an effort to comply with federal mandates. The new proposed Policy #4216 is created to provide a single, easily accessible, and user-friendly document for students, employees, and others affected by sexual misconduct.

a. Revise Policy #4205: Equal Employment Opportunity/ Affirmative Action to Policy #4205: Equal Education and Employment Opportunities

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

- To change the title of the Policy from Equal Opportunity/Affirmative Action to Equal Education and Employment Opportunities.
- To incorporate provisions of Policy #4206: Persons with Disabilities and Policy #4207: Age Discrimination into revised policy.
- To comply with federal guidelines on the protected types of discrimination prohibited by the laws enforced by the Equal Employment Opportunity Commission and combine separate policies referencing Persons with Disabilities and Age Discrimination into one comprehensive policy.
 - ⇒ Comply with Section 504 of the Rehabilitation Act of 1973.
 - ⇒ Comply with Age Discrimination in Employment Act of 1967.

Delete Policy #4206: Persons with Disabilities

The deletion of this policy is proposed to incorporate its contents with revised Policy #4205: Equal Education and Employment Opportunities.

Delete Policy #4207: Age Discrimination

The deletion of this policy is proposed to incorporate its content with revised Policy #4205 Equal Education and Employment Opportunities.

b. Adopt New Policy #4216: Discrimination, Harassment, Retaliation, and Sexual Misconduct

Request for the new policy is necessary for the following reasons:

- To incorporate provisions of Policy #4208: Racial Harassment and Policy #4212: Sexual Harassment into new policy.
- To comply with federal law scope of requirements under Title IX of the Education Amendments of 1972 which prohibits discrimination based on sex in education programs and activities in federally funded schools at all levels.
 - ⇒ Document obligation to designate Title IX Coordinator.
 - ⇒ Comply with Title VII of the Civil Rights Act of 1964.

Delete Policy #4208: Racial Harassment

The deletion of this policy is proposed to incorporate its contents with new Policy #4216 Discrimination, Harassment, Retaliation, and Sexual Misconduct.

Delete Policy #4212: Sexual Harassment

The deletion of this policy is proposed to incorporate its contents with new Policy #4216 Discrimination, Harassment, Retaliation, and Sexual Misconduct.

c. Revise Policy #4214: Violence in the Workplace to Campus and Workplace Violence Prevention

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

- To comply with federal requirements under the Clery Act and appropriate amendments under specific acts:
 - ⇒ Comply with Violence Against Women Reauthorization Act (VAWA).
 - ⇒ Comply with the Campus Sexual Violence Act (SaVE).

The revised, deleted, and new policies follow in the packet for the Committee's information and review. The additions to the policy are highlighted in yellow and the deletions are designated with a red strikeout.

The revised, deleted, and new policies have been reviewed by staff, the President's Cabinet, President's Administrative Staff, and by Legal Counsel.

It is requested that the Finance and Human Resources Committee recommend for Board approval, at the May 26, 2015 Board meeting, the proposed revisions, deletions, and new policies as presented and which supersedes any previously adopted Board policy.

MANUAL OF POLICY

Title	Equal Education and Employment Opportunities y —/Affirmative Action	4205
Legal Authority	Texas Education Code and Other Statutory Provisions Regulating Higher Education	Page 1 of 2
Date Approved by Board	Board Minute Order dated November 9, 1995 As amended by Board Minute Order dated May 26, 2015	

Equal Employment Opportunity

South Texas College is an equal **education and equal** employment opportunity/affirmative action employer. As an equal opportunity employer, the College does not discriminate on the basis of race, color, ~~creed~~, national origin, religion, age, sex, **gender**, ~~political affiliation, or physical~~, disability, **genetic information, or veteran status**. Discrimination is prohibited and the College will comply with all applicable College policies, and state and federal legislation. ***This policy extends to individuals seeking employment with and admission to the College.***

As an equal opportunity employer, the College will appoint employees in full compliance with existing laws. Qualification guidelines for all positions will be published by the Office of Human Resources and shall be applied consistently and fairly to all applicants. "Qualified" is defined as having the requisite education, training, and/or skills required of the position as defined in the approved job announcement.

The College shall actively seek to increase the number of minority personnel, ***as defined by the U.S. Equal Employment Opportunity Commission***, through recruiting and other similar activities.

Title IX Statement

Title IX of the Education Amendments 1972 (20 U.S.C. s1681 et seq.) and it's implementing regulations, 34 C.F.R. Part 106 (Title IX),

"No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

The College strives to maintain a healthy and safe environment where all members of the community, students, faculty and staff feel welcome on College campuses and classrooms. Students, faculty and staff are thus prohibited from conducting themselves in a way that results in any form of sexual harassment, sex-based harassment and/or sexual violence.

Age Discrimination Employment Act

South Texas College is committed to ensuring compliance with the Federal Age Discrimination in Employment Act Amendments of 1986 and with the Texas Commission on Human Rights Act (Article 5221K, VACS) which prohibits discrimination on the basis of age.

Employees are not required to retire at any specific age and employees age 40 and over are protected from Age Discrimination.

~~Strikethrough denotes deletion~~
Italics denote addition

MANUAL OF POLICY

Title **Equal *Education and* Employment Opportunities ~~y~~** 4205
~~—/Affirmative Action~~

Legal Authority **Texas Education Code and Other Statutory Provisions** Page 2 of 2
Regulating Higher Education

Date Approved by Board **Board Minute Order dated November 9, 1995**
As amended by Board Minute Order dated May 26, 2015

Section 504 of the Rehabilitation Act of 1973 / American with Disabilities Act

The College complies with Section 504 of the Rehabilitation Act of 1973 and with the Americans with Disabilities Act, and does not discriminate on the basis of a disability in the areas of admissions, accessibility, treatment, and employment. Individuals with disabilities, as defined under the law, who are otherwise qualified to meet the institution's academic and employment requirements will be provided with services and resources accordingly.

South Texas College shall not exclude from consideration of employment otherwise qualified applicants with a disability or disabilities because such applicants may require reasonable accommodations for known physical and mental impairments.

During any aspect of the employment process, including without limitation, hiring, promotion, transfer, training, evaluation, and compensation increases, the College shall consider the issues of a reasonable accommodation to the known physical or mental disability or disabilities of an otherwise qualified handicapped or disabled person.

South Texas College supports efforts in making the campus more accessible and encourages individuals with disabilities to participate in all activities. In compliance with regulations listed in Section 504, the College will designate an ADA compliance coordinator.

~~Strikethrough denotes deletion~~
Italics denote addition

MANUAL OF POLICY

Title	Persons with Disabilities	4206
Legal Authority	Texas Education Code and Other Statutory Provisions Regulating Higher Education	
Date Approved by Board	Board Minute Order dated April 13, 1995 As Amended by Board Minute Order dated June 12, 1997 <i>As Deleted by Board Minute Order dated May 26, 2015</i>	

South Texas College complies with Section 504 of the Rehabilitation Act of 1973 and with the Americans with Disabilities Act, and does not discriminate on the basis of a disability in the areas of admissions, accessibility, treatment, and employment. Individuals with disabilities, as defined under the law, who are otherwise qualified to meet the institution's academic and employment requirements will be provided with services and resources accordingly.

South Texas College shall not exclude from consideration of employment otherwise qualified applicants with a disability or disabilities because such applicants may require reasonable accommodations for known physical and mental impairments.

During any aspect of the employment process, including without limitation, hiring, promotion, transfer, training, evaluation, and compensation increases, the College shall consider the issues of a reasonable accommodation to the known physical or mental disability or disabilities of an otherwise qualified handicapped or disabled person.

South Texas College supports efforts in making the campus more accessible and encourages individuals with disabilities to participate in all activities. In compliance with regulations listed in Section 504, the College will designate an ADA compliance coordinator.

~~Strikethrough denotes deletion~~

Italics denote addition

MANUAL OF POLICY

Title	Age Discrimination	4207
Legal Authority	Age Discrimination Employment Act as Amended in 1986 Article 5221K, VACS	
Date Approved by Board	Board Minute Order dated November 9, 1995 <i>As Deleted by Board Minute Order dated May 26, 2015</i>	

South Texas College is committed to ensuring compliance with the Federal Age Discrimination in Employment Act Amendments of 1986 and with the Texas Commission on Human Rights Act (Article 5221K, VACS) which prohibits discrimination on the basis of age.

The net effect of both of these laws is that employees are not required to retire at any specific age and employees age 40 and over are protected from Age Discrimination.

MANUAL OF POLICY

Title **Discrimination, Harassment, Retaliation, and Sexual Misconduct** **4216**

Legal Authority **Texas Education Code; Title II of the Americans with Disabilities Act of 1990, Title VII of the 1964 Civil Rights Act; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, as amended by Section 304 of the Violence Against Women Reauthorization Act of 2013.** **Page 3 of 10**

Date Approved by Board **Board Minute Order dated May 26, 2015**

Such conduct is a violation when:

1. *The employee's or student's submission to such conduct is an explicit or implied condition of employment or academic efforts; or*
2. *The employee's or student's response to such conduct becomes a basis for employment or academic decision; or*
3. *The conduct produces an intimidating hostile, or offensive work or study environment.*

Nothing in this policy should be interpreted to prohibit or restrict speech that is permitted by the Texas or U.S. Constitutions.

VII. Retaliation

The College prohibits retaliation against an employee or student who makes a claim alleging to have experienced discrimination or harassment, or against another employee or student who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

An employee or student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College investigation regarding harassment or discrimination is subject to appropriate discipline.

VIII. Sexual Misconduct

This policy prohibits any form of sexual misconduct. Sexual misconduct includes, but is not limited to, behaviors often described as sexual harassment, sex or gender discrimination, sexual assault, rape, stalking, and relationship violence (including domestic, dating and sexual violence). It is a violation of policy and the law, including Title IX, to commit these acts or attempt to commit them. Sexual misconduct can occur in any sex or gender configuration regardless of sex and gender identity whether it be an employee or student.

A. Sexual Harassment

South Texas College assumes an affirmative posture to prevent and eliminate sexual misconduct, including sexual harassment in any division, department, or any unit by any individual. It is the policy of South Texas College to provide an educational and working environment for its students, faculty, staff, guests and visitors that is free from sex discrimination and sexual harassment. It is the policy of the College that any practice or behavior that constitutes sexual harassment will not be tolerated. This policy has been developed to reaffirm this principle and to provide recourse for those individuals whose rights have been violated.

Sexual Harassment is unwelcome verbal or physical conduct that is,

MANUAL OF POLICY

Title **Discrimination, Harassment, 4216**
Retaliation, and Sexual Misconduct

Legal Authority **Texas Education Code; Title II of the Americans with Page 4 of 10**
Disabilities Act of 1990, Title VII of the 1964 Civil Rights Act;
Title IX of the Education Amendments of 1972; Section 504 of the
Rehabilitation Act of 1973, and the Jeanne Clery Disclosure of Campus
Security Policy and Campus Crime Statistics Act, as amended by Section
304 of the Violence Against Women Reauthorization Act of 2013.

Date Approved by Board **Board Minute Order dated May 26, 2015**

- *sufficiently severe, persistent or pervasive that it, unreasonably interferes with, denies or limits someone’s ability to participate in or benefit from the College’s educational program and/or activities, and is*
- *based on power differentials (quid pro quo), the creation of a hostile environment, or retaliation.*

Any employee or student who is found to have engaged in sexual misconduct shall be subject to appropriate disciplinary action, up to and including dismissal or expulsion and may be prosecuted under State law. This policy shall be applied without regard to the gender of the person involved.

Sexual harassment in the workplace and schools is an illegal practice under Section 703 of Title VII of the 1964 Civil Rights Act, as amended, and Title IX of the Education Amendments of 1972, as amended, and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, as amended by Section 304 of the Violence Against Women Reauthorization Act of 2013.

B. Consensual Relationships

It is the policy of South Texas College that employees with direct teaching, supervisory, advisory, or evaluative responsibility over other employees, students and/or student employees recognize and respect the ethical and professional boundaries that must exist in consensual relationships with students or employees of the College.

Consensual relationships, as defined in this policy, create conflicts of interest and/or appearances of impropriety that impair the integrity of academic and employment decisions. Such relationships also contain the potential for exploitation of the subordinate employee, student or student employee and the possible professional or academic disadvantage of third parties, and can subject both the College and individuals to the risk of liability. Therefore, it is the policy of South Texas College that supervisors and faculty shall not enter into any type of consensual romantic or sexual relationship with staff whom they supervise or with students enrolled in their courses.

When both parties have consented at the outset to a romantic, intimate, or sexual relationship, this consent does not remove grounds for a charge of conflict of interest, sexual harassment, or violation of applicable parts of misconduct as defined in Policy# 4920 Discipline and Dismissal, based upon subsequent unwelcome conduct.

C. Consent

Consent is:

- *Permission to engage in sex*
- *Clear, knowing and voluntary, prior to and during sexual activity*
- *Active, not passive. Silence, in and of itself, cannot be interpreted as consent.*

MANUAL OF POLICY

Title **Discrimination, Harassment, 4216**
Retaliation, and Sexual Misconduct

Legal Authority **Texas Education Code; Title II of the Americans with Page 9 of 10**
Disabilities Act of 1990, Title VII of the 1964 Civil Rights Act;
Title IX of the Education Amendments of 1972; Section 504 of the
Rehabilitation Act of 1973, and the Jeanne Clery Disclosure of Campus
Security Policy and Campus Crime Statistics Act, as amended by Section
304 of the Violence Against Women Reauthorization Act of 2013.

Date Approved by Board **Board Minute Order dated May 26, 2015**

“reasonable person” in the same situation as the person subjected to the conduct, and (e) the nature of higher education.

XII. Reporting

Section 703 of Title VII of the 1964 Civil Rights Act, as amended, and Title IX of the Education Amendments of 1972, as amended, and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, as amended by Section 304 of the Violence Against Women Reauthorization Act of 2013 are three federal laws which establish responsibilities for college employees to report certain types of crimes and incidents, especially sexual misconduct.

Students are encouraged to report crimes and incidents to the Conflict Resolution Center, the Office of the Dean of Student Affairs and to report any crime to the South Texas College Police Department.

Employees, guests and visitors are encouraged to report to the Office of Human Resources or to the South Texas College Police Department.

Incidents and crimes should be reported as soon as possible after the time of their occurrence. No person is required to report sexual misconduct to the alleged offender.

A. Referral Responsibility

Every College employee is responsible for promptly reporting incidents of prohibited conduct that come to their attention to either the Office of Human Resources, the Title IX Coordinator, Deputy Title IX Coordinator, or to the South Texas College Police Department.

B. Title IX Coordinator

The Title IX Coordinator has primary responsibility for coordinating efforts related to investigation, resolution, and implementation of corrective measures and monitoring to stop, remediate, and prevent discrimination, harassment, retaliation, or sexual misconduct. The Title IX Coordinator will assign the investigation to a Deputy Title IX Coordinator or other appropriate College official.

Inquiries or complaints may be addressed to the College’s Vice President of Finance and Administrative Services, 3201 W Pecan Blvd, McAllen, TX 78501 Office Location: Annex - Pecan Campus; Second Floor Phone: 956.872.3558

C. Filing of False Complaints

Any person who knowingly and intentionally files a false complaint under this policy is subject to disciplinary action up to and including dismissal or expulsion from the College.

MANUAL OF POLICY

Title	Discrimination, Harassment, Retaliation, and Sexual Misconduct	4216
Legal Authority	Texas Education Code; Title II of the Americans with 10 Disabilities Act of 1990, Title VII of the 1964 Civil Rights Act; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, as amended by Section 304 of the Violence Against Women Reauthorization Act of 2013.	Page 10 of

Date Approved by Board Board Minute Order dated May 26, 2015

XIII. Effect on Pending Personnel Actions

The filing of a sexual misconduct or retaliation complaint will not stop or delay any evaluation or disciplinary action related to the complainant who is not performing up to acceptable standards or who has violated the College's rules, regulations, or policies.

XIV. Relationship of Complaint Process to Outside Agency Time Limits

The filing of a sexual misconduct complaint under this policy does not excuse the complainant from meeting the time limits of outside agencies.

XV. Title IX Procedures

Complaint procedures may be found at the Office of Human Resources, the Conflict Resolution Center, and College website <http://www.southtexascollege.edu/about/notices/title-ix.html>.

MANUAL OF POLICY

Title	Racial Harassment	4208
Legal Authority	Approval of the Board of Trustees	
Date Approved by Board	Board Minute Order dated November 9, 1995 <i>As Deleted by Board Minute Order dated May 26, 2015</i>	

Racial harassment in any campus, division, department, or any work unit by any employee is unacceptable behavior, and any practice or behavior that constitutes racial harassment will be dealt with appropriately.

Any employee who is found to have engaged in such conduct shall be subject to appropriate disciplinary action, up to and including dismissal, in accordance with procedural and due process requirements. This policy shall be applied without regard to the race of the employee involved.

Racial harassment in the workplace and schools is an illegal practice under Section 703 of Title VII of the 1964 Civil Rights Act, as amended, and Title IX of the Education Amendments of 1972, as amended.

Examples of conduct that constitutes racial harassment include racially derogatory remarks, racial slurs or any other racially motivated action.

Such conduct is a violation when:

1. The employee's or student's submission to such conduct is an explicit or implied condition of employment or academic efforts; or
2. The employee's or student's response to such conduct becomes a basis for employment or academic decision; or
3. The conduct produces an intimidating hostile, or offensive work or study environment.

Nothing in this policy should be interpreted to prohibit or restrict speech that is permitted by the Texas or U.S. Constitutions.

~~Strikethrough denotes deletion~~

Italics denote addition

MANUAL OF POLICY

Title	Sexual Harassment	4212
Legal Authority	Approval of the Board of Trustees	
Date Approved by Board	Minute Order Dated April 13, 1995	
	As deleted by Board Minute Order dated May 26, 2016	

South Texas College assumes an affirmative posture to prevent and eliminate sexual harassment in any division, department, or any work unit by any employee. It is the policy of the college that any practice or behavior that constitutes sexual harassment will not be tolerated.

Sexual harassment of employees or students at South Texas College is strictly forbidden. Any employee who is found to have engaged in such conduct shall be subject to appropriate disciplinary action, up to and including dismissal. This policy shall be applied without regard to the gender of the employee involved.

Sexual harassment in the workplace and schools is an illegal practice under Section 703 of Title VII of the 1964 Civil Rights Act, as amended, and Title IX of the Education Amendments of 1972, as amended.

Sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature."

Such conduct is a violation when:

1. the employee's or student's submission to such conduct is an explicit or implied condition of employment or academic efforts; or
2. the employee's or student's response to such conduct becomes a basis for employment or academic decision; or
3. the conduct produces an intimidating, hostile, or offensive work or study environment.

Nothing in this policy should be interpreted to prohibit or restrict speech that is permitted by the Texas or the U.S. Constitutions.

It is the policy of South Texas College that supervisors and faculty shall not enter into any type of romantic or sexual relationship with staff under their supervision or with students enrolled in their courses.

Such relationships will be looked upon as potentially detrimental to the working and learning environment, considered inappropriate and unacceptable, and grounds for disciplinary action including termination for all appropriate parties involved.

~~Strikethrough denotes deletion~~

Italics Denote addition

MANUAL OF POLICY

Title	Violence in the Campus and Workplace Violence Prevention	Policy 4214
Legal Authority	Approval by Board of Trustees	Page 1 of 2
Date Approved by Board	Board Minute Ordered dated June 11, 1998 As Amended by Board Minute Order dated May 26, 2015	

~~South Texas College encourages a safe campus environment. For purposes of this policy, violence is defined as the deliberate and wrongful violation, damage, or abuse of persons or property and includes threats of violence. Acts and threats of violence include, but are not limited to verbal, non-verbal, physical, and other violent acts and threats.~~

~~Any employee, student or other person who is found to have engaged in any violent conduct will be subject to appropriate disciplinary action, up to and including dismissal. South Texas College will implement reasonable precautions for the protection of its employees, students and others lawfully on campus and will establish procedures for reporting, investigating and documenting incidents of violence on campus. Further, any employee, student or other person who is found to have engaged in any violent conduct may be reported to law enforcement authorities.~~

South Texas College does not tolerate acts of violence or hostility committed by or against employees, students, contractual workers, temporary employment agency workers, volunteers, visitors, or other third parties on/in College facilities or on College grounds or during any College related or sponsored activity.

College employees and students are responsible for reporting either to the Human Resources, the Title IX Coordinator, Deputy Title IX Coordinator, or to the South Texas College Police Department instances of violent behavior. A person reporting such behavior shall be protected from any acts of retaliation for reporting such behavior.

“Prohibited Conduct,” for purposes of this policy, is any Violent Act committed by a student or employee whether on College grounds or at a College-related, sponsored or sanctioned event. A “Violent Act,” includes, regardless of the medium used which could be telephonic or through any form of transmission, any physical assault, including any unwanted touching, or threatening or intimidating physical or abusive verbal behavior, engaging in unwanted pursuit or attention, or intentional damage to or destruction of property.

~~Strikethrough denotes deletion~~
Italics denote addition

MANUAL OF POLICY

Title ~~Violence in the~~ **Campus and Workplace** **Policy 4214**
Violence Prevention

Legal Authority **Approval by Board of Trustees** **Page 2 of 2**

Date Approved by Board **Board Minute Ordered dated June 11, 1998**
As Amended by Board Minute Order dated May 26, 2015

“Prohibited Conduct” shall subject the student or employee to disciplinary action, including, termination from employment for an employee and suspension, for a student. Any disciplinary action shall be separate and apart from any criminal penalty.

“Prohibit Conduct” also includes the use of any method of communication such as email, comments posted on websites, or other paper or electronic media. Use of any College automated systems for these purposes may violate other policies, laws, and regulations regarding the use of computers and the internet.

A violation of this policy shall be considered unacceptable conduct and subject to disciplinary actions under the appropriate faculty, staff, and student policies, up to and including dismissal or expulsion.

Individuals who violate this policy may also be subject to arrest for trespassing and violation of the appropriate state criminal statute and be barred from the campus.

The College Behavioral Intervention Team shall evaluate threats of violence and assess a threat level for those individuals who display behaviors of concern.

~~Strikethrough denotes deletion~~
Italics denote addition

**Discussion and Recommend Action on Resolution Electing to Participate
in Tax Abatement Agreements and Guidelines and
Criteria for Granting Tax Abatements**

Approval of Resolution Electing to Participate in Tax Abatement Agreements and Guidelines and Criteria for Granting Tax Abatements will be requested at the May 26, 2015, Board meeting.

South Texas College Legal Counsel, Mr. Jesus Ramirez, drafted the tax abatement guidelines and they were presented to the South Texas College Board of Trustees at the April 28, 2015 Board Meeting. The Board recommended that the Guidelines be included in the May 14, 2015 Finance and Human Resources Committee for further review.

The proposed tax abatement agreement guidelines and criteria and the application for tax abatement follow in the packet for the Committee's information and review.

Mr. Jesus Ramirez, South Texas College's Legal Counsel, has reviewed this item and will discuss and provide additional information to the Committee and address questions by the Committee as needed at the meeting.

It is requested that the Finance and Human Resources Committee recommend for Board approval at the May 26, 2015 Board meeting, the Resolution Electing to Participate in Tax Abatement Agreements and Guidelines and Criteria for Granting Tax Abatements as presented.

2015 – 2017

**Guidelines and Criteria Governing
Tax Abatement Agreements by
South Texas College**

Adopted by Resolution of the Board of Trustees of South Texas College
on May 26, 2015

SOUTH TEXAS COLLEGE
GUIDELINES AND CRITERIA Governing Tax Abatement Agreements

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**SOUTH TEXAS COLLEGE
GUIDELINES AND CRITERIA
FOR GRANTING TAX ABATEMENT**

WHEREAS, South Texas College finds that tax abatement provides a valuable economic tool for use by the College and other governmental entities interested in supporting and creating jobs in Hidalgo and Starr Counties;

WHEREAS, South Texas College finds that a tax abatement policy is in the public interest and will contribute to the economic development of Hidalgo and Starr Counties;

WHEREAS, South Texas College (the "College") has considered playing a limited, but significant, role in the development of substantial renewable energy and scientific investment in South Texas;

WHEREAS, Chapter 312 of the Texas Tax Code, popularly known as the Property Redevelopment and Tax Abatement Act (the "Act"), authorizes junior college districts to join a municipality or a county in offering a temporary real property and/or tangible personal property tax abatement for limited periods of time as an inducement for financial investment in the development or redevelopment of certain taxable property; and

WHEREAS, the Act grants the College great discretion to adopt guidelines and criteria identifying the types of development or redevelopment suitable to the educational and financial goals of the College;

WHEREAS, the Act requires eligible taxing jurisdictions to establish Guidelines and Criteria as to eligibility for tax abatement agreements prior to granting any future tax abatements, said Guidelines and Criteria to be unchanged for a two-year period unless amended or repealed by a three-fourths vote of the Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of South Texas College that the following Guidelines and Criteria for granting tax abatements be adopted:

Section 1. Definitions.

- (a) "Abatement" means the temporary, full or partial exemption from ad valorem taxes of certain added value to real and personal property in a zone designated for economic development purposes pursuant to the Act by the Counties of Hidalgo and Starr.
- (b) "Added Value" means the increase in the Appraised Value of an Eligible Property as a result of "Expansion" or "Modernization" of an existing facility or construction of a "New Facility." Added Value does not mean or include "Deferred Maintenance."
- (c) "Appraised Value" means the appraised value for property tax purposes as determined by a County Appraisal District, subject to the appeal procedures set forth in the Texas Tax Code.
- (d) "Agreement" means a contractual agreement between a property owner and/or lessee in an Eligible Jurisdiction for the purposes of tax abatement. Any Agreement shall be in conformity with these Guidelines and Criteria, including any variance granted under Section 3(g) set out herein. Upon the adoption of a resolution authorizing an Agreement and the execution of same by the parties, the Agreement shall be deemed to embody all of the terms of the Abatement, and no provision of these Guidelines and Criteria shall be deemed to supersede any terms of the Agreement.

- (e) "Base Year Value" means the Appraised Value of Eligible Property as of the date specified in the Agreement.
- (f) "Basic Manufacturing or Service Facility" means buildings and structures, including fixed machinery and equipment used or to be used for the production of renewable energy.
- (g) "Construction Phase" means the period during which a material and substantial improvement of the property occurs which represents a separate and distinct construction operation undertaken for the purpose of erecting the improvements. The Construction Phase ends upon the earliest to occur of the following events:
 - (1) when a certificate of occupancy is issued for the Facility or the engineer/architect supervising construction issues a certificate of final completion,
 - (2) when the Facility has achieved commercial production of a product; provision of a service or start up for production of electrical power;
 - (3) when the architect or engineer supervising construction issues a certificate of substantial completion, or some similar instrument, or

The determination of the end of the Construction Phase shall be made by the College, in its sole and absolute discretion, based upon the above criteria and such other factors as the College may deem relevant. The determination of the completion of the Construction Phase shall be conclusive, and any judicial review of such determination shall be governed by the substantial evidence rule.

- (h) "County" means Hidalgo County, Texas and/or Starr County, Texas
- (i) "Deferred Maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (j) "Economic Life" means the number of years a property improvement is expected to be in service in a Facility.
- (k) "Eligible Property" Abatement may be extended to the value of the improvements to real property, including buildings, structures, fixed machinery and equipment, and site improvements, plus that office space and related fixed improvements necessary to the operation and administration of the Facility.
- (l) "Expansion" means the addition of buildings, structures, fixed machinery or equipment for the purposes of increasing capacity.
- (m) "Facility" means property improvements completed or in the process of construction which together compromise an integral whole comprising the project as described in the agreement for temporary tax abatement.
- (n) "Force Majeure" means circumstances beyond the control of Owner which shall include casualty losses, national economic factors, shutdowns due to governmental regulations, strikes, acts of war, and the like.

- (o) "Ineligible Property" The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; Deferred Maintenance investments; property to be rented or leased except as provided in Section 1(k); improvements to real property which have an economic life of less than 20 years; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas; unless specifically authorized by the Eligible Jurisdiction.
- (p) "Modernization" means the replacement and upgrading of existing facilities which increase the productive input or output, updates the technology or substantially lowers the unit cost of the operation, and extends the economic life of the facilities. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing or completion of Deferred Maintenance.
- (q) "New Capital Investment" means the total value of expenditures capitalized for the Facility on the Owner's books, prior to depreciation, whether relating to exempt or non-exempt property, including all buildings, structures, site improvements, fixed equipment, intangibles, and pollution control equipment.
- (r) "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with an Expansion or Modernization.
- (s) "Owner" means the owner of a Facility subject to Abatement. If the Facility is constructed on a leased property, the owner shall be the party which owns the property subject to Abatement. The other party to the lease shall join in the execution of Agreement but shall not be obligated to assure performance of the party receiving Abatement.
- (t) "The Act" means Property Tax Code chapter 312
- (u) "Research and Development" means collaboration with South Texas College to undertake scientific, technical or educational endeavors of alternative energy programs aimed at research and development.

Section 2. **Abatement Authorized.**

- (a) Authorized Facilities. A Facility may be eligible for tax incentives in the form of tax abatement if it is substantially designed and constructed or manufactured for construction or installation (i) operated exclusively for the production, of renewable energy, including solar, geothermal, wind and hydro and (ii) the estimated proposed New Capital Investment shall exceed \$400 million. Abatement may be granted for New Facilities and improvements to existing facilities for the purpose of Modernization or Expansion.
- (b) Creation of New Value. Abatement may only be granted for the Added Value of Eligible Property improvements made subject to and listed in an Agreement between the College and the property owner or lessee (if required), subject to such limitations as the College may require. The economic life of the improvements must exceed the term of the Agreement by ten (10) years.
- (c) Period of Abatement. Abatement shall be granted effective with the January 1 valuation date specified in the Agreement. Abatement shall be allowed for a period of up to ten years following

the certification of completion of construction; provided that, in no event shall the period of Abatement, not inclusive of the Construction Phase exceed ten (10) years. Prior to the effective date of the tax abatement any improvements under construction should be taxed in full in accordance with the Tax Code

- (d) Abatement Percentage. The percentage of the total tax to be abated (1% to 100%) which is authorized by the College on a case by case basis is the Abatement Percentage.
- (e) Rehabilitation Projects. The \$400 million minimum Added Value or Capital Investment requirement for Abatement shall not apply to Rehabilitation Projects which involve the adaptive reuse of an existing structure or building for a Facility. In order to qualify as a Rehabilitation Project under this provision, the Project must involve a minimum New Capital Investment of at least \$250 million. Any Rehabilitation Project must involve the adaptive reuse of an existing structure or building currently on the property tax rolls so that the Base Year Value associated with the Project will include both the value of the land and the existing improvements. For such Rehabilitation Projects, all Eligible Property in excess of the Base Year Value shall be subject to Abatement. The value of personal property such as furniture and movable equipment shall be considered Ineligible Property.
- (f) Estimated Added Value Requirement. At the time of execution of the Agreement, the Owner shall reasonably estimate the Added Value or Capital Investment projected upon completion of construction of any improvements to real property or tangible personal property in connection with the Facility. This "Estimated Added Value" shall be stated in the Agreement.
- (g) Economic Qualification. In order to be eligible for Abatement, the Facility:
 - (1) must create no later than the January 1 following the completion of construction and maintain throughout the remainder of the term of the Agreement the minimum required number of permanent jobs in the District set out in the Agreement;
 - (2) must not adversely affect competition in the local market with established local businesses.
- (h) Taxability. From the commencement of the Abatement period to the end of the Abatement period, taxes shall be payable as follows:
 - (1) The value of Ineligible Property shall be fully taxable and;
 - (2) The Added Value of new Eligible Property (and certain personal property added in connection with a Rehabilitation Project) shall be taxable in the manner described in Section 2(d) above.
- (i) Environmental and Worker Safety Qualifications. In determining whether to grant a Abatement, consideration will be given to compliance with all state and federal laws designed to protect human health, welfare and the environment ("environmental laws") that are applicable to all facilities in the State of Texas owned or operated by the owner of the Facility or lessee, its parent, subsidiaries and, if a joint venture or partnership, every member of the joint venture or partnership ("applicants"). Consideration may also be given to compliance with environmental and worker safety laws by applicants at other facilities within the United States.

Section 3. **Application.**

- (a) Written Application. Any present or potential owner of taxable property may request Abatement by filing a written application with the President of the College.
- (b) Contents of Application. The application shall consist of a completed application form accompanied by: a general description of the new improvements to be undertaken; a descriptive list of the improvements for which Abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and property description; proposed turbine location (if a wind turbine Facility); and a time schedule for undertaking and completing the proposed improvements. In the case of a Modernization or Expansion Project, a statement of the Appraised Value of the Facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as the College or other Eligible Jurisdiction, as applicable, deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.
- (c) Local Employment and Procurement. Owner shall, as part of the Application, provide: (i) a list and description of all component parts and equipment which are included in the construction and/or installation of the Facility, (ii) a list of maintenance and operations personal or professional services anticipated or required for the operation and maintenance of the Facility on an on-going basis; and (iii) the identify of all persons or firms in Starr County and Hidalgo County, or within 100 files thereof, with the capability of providing these services (a complete Schedule I and Schedule II).
- (d) Written Notification. Upon receipt of a completed application, the President shall evaluate the application for a determination of the proposed Facility's compliance with these Guidelines.
- (e) Feasibility. After receipt of an application for Abatement, the College shall consider the feasibility and the impact of the proposed Abatement. The study of feasibility shall include, but not be limited to, an estimate of the economic effect of the Abatement of taxes and the benefit to the College Jurisdiction and the property to be covered by such Abatement.
- (f) No Abatement if Construction has been Completed. No Agreement shall be approved if the application for the Abatement was filed after the completion of construction, alteration or installation of improvements related to the proposed Modernization, Expansion or New Facility.
- (g) Variance. Requests for variance from the provisions of these Guidelines and Criteria may be made in written form; provided, however, that no variance may extend the term of Abatement beyond five (5) years after completion of the Construction Phase. Such requests shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request for variance requires a three-fourths (3/4ths) vote of the board of trustees of the College.

Section 4. **College Approval.**

- (a) Designation of Zone. An Abatement shall be granted only for Facilities in a zone designated for Abatement under the Act by a County.
- (b) Required Findings. The College must adopt findings terms of the proposed Agreement meet the College's Guidelines and Criteria.

- (c) Reservation of Rights. Nothing shall be construed to limit the authority of the College to examine each application for Abatement on a case-by-case basis and determine in its sole and absolute discretion whether or not the proposed Facility should be granted Abatement and whether or not it complies with these Guidelines and Criteria, is feasible, and whether or not the proposed temporary Abatement of taxes will inure to the long-term benefit of the College.

Section 5. **Agreement.**

- (a) Contents of Tax Abatement Agreement. The Agreement with the Owner shall include:
- (1) the estimated value to be subject to Abatement and the Base Year Value;
 - (2) the percentage of value to be abated each year as provided in Section 2(d);
 - (3) the commencement date and termination date of Abatement;
 - (4) the proposed use of the Facility, time schedule, map, proposed turbine location, property description and improvements list as provided in the application as required;
 - (5) the contractual obligations in the event of default, delinquent taxes, recapture, administration and assignment as provided in these Guidelines and Criteria or other provisions that may be required for uniformity or by state law;
 - (6) the amount of Added Value as set out in 2(c) and required number of permanent jobs;
 - (7) a requirement that Owner shall certify to the board of trustees of the College on or before April 1 each year that the Owner is in compliance with each applicable term of the agreement;
 - (8) a requirement that the owner or lessee will obtain and maintain all required permits and other authorizations from all local, state and federal agencies with jurisdiction over the licensing or permitting, the design, construction, manufacture and operation of the Facility and for the storage, transport and disposal of waste, if any;
 - (9) a limitation that the uses of the property must be consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
 - (10) provision of access to and authorization to inspect the property by employees or authorized agents of the College to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement; and
 - (11) a provision that the board of trustees of the College may cancel or modify the Agreement if the Owner fails to comply with the Agreement.
- (b) Time of Execution. The Agreement shall normally be executed within 60 days after the applicant has provided all necessary information and documentation.
- (c) Attorney's Fees. In the event any attorney's fees are incurred by the College in the preparation of an Agreement, said fees shall be paid by the applicant upon execution of the Agreement.

Section 6. **Recapture.**

- (a) Failure to Commence Operation During Term of Agreement. In the event that the Facility is not completed and does not begin operation as provided in the Agreement, no Abatement shall be given for that tax year, and the full amount of taxes assessed against the property shall be due and payable for that tax year. In the event that the Owner of such a Facility fails to begin operation with the minimum required number of permanent jobs by the next January 1, then the Agreement shall be subject to termination and all abated taxes during the period of construction shall be recaptured and paid within 60 days of such termination. Notwithstanding the foregoing, in the event that the above defaults are due to a Force Majeure condition, the College may grant extensions if the Owner is diligently proceeding to cure such defaults.
- (b) Discontinuance of Operations During Term of Agreement. In the event the Facility is completed and begins operation but subsequently discontinues operations during any four (4) consecutive weeks during the term of the Agreement, for any reason except on a temporary basis due to a Force Majeure condition, the Agreement may be terminated by the College, and all taxes previously abated by virtue of the Agreement during the preceding four years shall be recaptured and paid within 60 days of such termination.
- (c) Delinquent Taxes. In the event that the Owner allows its ad valorem taxes to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, the Agreement shall be subject to termination and so shall the Abatement of the taxes for the tax year of the delinquency. The total taxes assessed without Abatement, for that tax year shall be paid within 60 days from the date of termination.
- (d) Notice of Default. Should the College determine that the Owner is in default according to the terms and conditions of its Agreement, it shall notify the Owner in writing at the address stated in the Agreement that if such is not cured within 60 days from the date of such notice (the "Cure Period"), then the Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period and the Agreement is terminated, the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.
- (e) Actual Capital Investment. Should the College determine that the total level of New Capital Investment is lower than provided in the Agreement, the difference between the tax abated and the tax which should have been abated based upon the actual New Capital Investment as determined shall be paid to the taxing agencies within 60 days of notification to the Owner of such determination.
- (f) Reduction in Rollback Tax Rate. If during any year of the period of Abatement with respect to any property any portion of the abated value for the Eligible Property which is added to the current total value of the College is not treated as "new property value" (as defined in Section 26.012(17) of the Texas Tax Code) for the purpose of establishing the "effective maintenance and operations rate" (as defined in Section 26.012(16) of the Texas Tax Code) in calculating the "rollback tax rate" in accord with Section 26.04(c)(2) of the Texas Tax Code and if the College's budget calculations indicate that a tax rate in excess of the "rollback tax rate" is required to fund the operations of the College for the succeeding year, then the College shall recapture from the taxpayer a tax in an amount equal to the lesser of the following:
 - (1) The amount of the taxes abated for that year by the College with respect to such property.

- (2) The amount obtained by subtracting the rollback tax rate computed without the abated property value being treated as new property value from the rollback tax rate computed with the abated property value being treated as new property value and multiplying the difference by the total Appraised Value of the College.

If the College has granted an Abatement of taxes to more than one taxpayer, then the amount of the recapture calculated in accord with subparagraph (2) above shall be prorated on the basis of the amount of the Abatement with respect to each taxpayer.

All recaptured taxes must be paid within thirty (30) days after notice thereof has been given to the affected taxpayer. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such thirty (30) day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

- (g) Statutory Tax Lien. The amount of tax abated each year under the terms of these Guidelines and the Agreement shall continue to be secured by the statutory tax lien pursuant to Section 32.01 of the Texas Tax Code which shall continue in existence from year to year throughout the entire term of the Agreement or until all taxes, whether assessed or recaptured, are paid in full.
- (h) Automatic Termination. The Agreement shall automatically terminate on and as of the date any of the following events occur: the filing of a petition in bankruptcy by the Owner; or the making by the Owner of an assignment for the benefit of creditors; or if any involuntary petition in bankruptcy or petition for an arrangement pursuant to the federal bankruptcy code is filed against the Owner; or if a receiver is appointed for the business of the Owner. In the event of automatic termination for any of the above reasons, the prior notice of default provisions in subsection (d) above shall not apply.

Section 7. **Administration.**

- (a) Annual Assessment. The Starr County Appraisal District shall annually determine the Appraised Value of the real and personal property subject to an Agreement. Each year, the Owner shall furnish the Appraisal District with such information as may be necessary for the Abatement. Once value has been established, the Appraisal District shall notify the affected jurisdictions which levy taxes of the amount of the Appraised Value and the Abatement.
- (b) Access to Facility. The Agreement shall stipulate that employees and/or designated representatives of the College will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after giving 24 hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in accordance with all applicable safety standards.
- (c) Annual Evaluation. Upon completion of construction, the College, individually or in conjunction with other affected jurisdictions, shall annually evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement.
- (d) Annual Reports. Owner shall certify to the governing body of the College on or before April 1 each year that Owner is in compliance with each applicable term of the Agreement. Additionally, during the initial four years of the term of Abatement, the Owner shall provide to the College approving the Abatement an annual report covering those items listed on Schedule 1 in order to document its

efforts to acquire goods and services on a local basis. Such annual report shall be prepared on a calendar year basis and shall be submitted to the Eligible Jurisdiction no later than ninety (90) days following the end of each such calendar year. The annual report shall be accompanied by an audit letter prepared by an independent accounting firm which has reviewed the report.

- (e) "Buy Local" Provision. Each recipient of Abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor for the materials, equipment and labor described on Schedule 1, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exceptional cases involving purchases over \$1,000,000 during construction and over \$50,000 during operations, a justification for such purchase shall be included in the annual report. Each such recipient shall further acknowledge that it is a legal and moral obligation of persons receiving Abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. For the purposes of this provision, the terms "materials" and "labor" shall have the meaning set out in Schedule 1. For the purposes of this provision, the term "local" as used to describe manufacturers, suppliers, contractors and labor shall include firms, businesses, and persons who reside in or maintain an office in either Hidalgo County or Starr County. In the event of a breach of the buy-local provision, the percentage of Abatement shall be proportionately reduced equal to the amount the disqualified contract bears to the total construction cost (materials and labor) for the Facility. In the event that Owner contracts the supply and construction of the Facility to an affiliate or other non-local contractor, Owner shall use commercially reasonable efforts to ensure compliance with this Section by including in such contract a flow-through provision requiring such compliance.

SCHEDULE I

"Buy Local" Annual Reports

The following information shall be reported to the College on a calendar-year basis during the first four years of the tax abatement program:

1. Dollar amount spent for materials* (local).
2. Dollar amount spent for materials* (total).
3. Dollar amount spent for labor** (local).
4. Dollar amount spent for labor** (total).
5. Number of jobs created in the construction of the Facility (local).
6. Number of jobs created in the construction of the Facility (total).
7. Number of jobs created on a permanent basis (local).
8. Number of jobs created on a permanent basis (total).

* The term "materials" is defined to include all materials used in excavation, site improvement, demolition, concrete, structural steel, fire proofing, piping, electrical, instruments, paintings and scaffolding, insulation, temporary construction facilities, supplies, equipment rental in construction, small tools and consumables. This term does not include major items of machinery and equipment not readily-available locally.

** The term "labor" is defined to include all labor in connection with the excavation, site improvement, demolition, concrete construction, structural steel, fire proofing, equipment placement, piping, electrical, instruments, painting and scaffolding, insulation, construction services, craft benefits, payroll burdens, and related labor expenses. This term does not include engineering services in connection with the design of the Facility.

The term "local" as used to describe manufacturers, suppliers, contractors and labor shall include firms, businesses, and persons who reside in or maintain an office in either Hidalgo County or Starr County.

SCHEDULE II

ADDITIONAL INFORMATION REQUIRED OF APPLICANT FOR TAX ABATEMENT

Section 1. Eligibility Criteria

1. To be eligible for consideration by College for a tax abatement under these Guidelines, an Owner of the Facility must meet or exceed all of the criteria described below:
 - The Facility must be one that will generate renewable energy;
 - The minimum amount of new real and/or personal property capital investment shall exceed \$400 million (at start of project or by year 2017);
 - Shall exceed minimum levels of full-time job creation;
 - Provide employee and dependent access to health care benefits;
 - Provide a minimum living and all-industry wage requirements for new and existing employees at project site;

Section 2. Amount and Terms of Tax Abatement Subject to Additional Commitments

- 2.1 The amount and term of the tax abatement offered will be dependent upon the Owner's commitment to exceed the minimum eligibility criteria, consideration of other public incentives offered for the same project and the overall benefit to the College and the community.
- 2.2 What resources will the Owner commit to the following:
 - (a) Sponsorship of scientific events, teacher research grants to the College; materials and equipment, teaching materials to the College; R&D collaboration with local college;
 - (b) Total number of jobs created and maintained in the area;
 - (c) Number of high-wage jobs.

Section 3. Wage Requirements

Companies receiving a tax abatement from the College must meet certain minimum wage requirements for all new and existing (i.e., retained) jobs at the project site.

- 3.1 **Living Hourly Wage Requirement:** In order to be eligible for a tax abatement, one hundred percent (100%) of the company's new and existing employees ***at the project location*** must earn no less than a "living wage" throughout the full term of the Tax Abatement Agreement. This wage is based on the poverty level for a family of four, as determined annually (January) by the U.S. Department of Health and Human Services (HHS). As of January 22, 2015, the living wage requirement is \$11.66 per hour.

- 3.2 **All Industries Median Hourly Wage Requirement:** In addition to the "Living Wage" requirement, after one year of initiating full operations at the project location, but not more than two years after execution of the Tax Abatement Agreement with the College, at least seventy percent (70%) of all new and existing employees, with at least one year of full employment with the company at the project location, must earn a cash wage at or exceeding the annual Edinburg, Pharr McAllen Metropolitan Statistical Area (MSA) Median Hourly Wage for All Industries (Companies) for the most recent year available. This wage is compiled by the Bureau of Labor Statistics (BLS) Occupational Employment Survey and published annually by the Texas Workforce Commission (TWC). This wage is updated annually, and for 2014 the current applicable wage is \$11.32 per hour.

High-Wage Jobs: High-wage jobs are either: (1) Qualified professional jobs reported in high-wage industries (e.g., advanced business services, aerospace, life sciences, renewable energy, high-tech/IT); or (2) Jobs for which earnings are above the Starr County average weekly wage (average for the most recent four quarters) as reported quarterly by the Bureau of Labor Statistics (currently \$31,941 in 2014).

- 3.3 If the company does not meet and maintain these wage requirements for all new and existing employees at the project location, the company will be in default of its Tax Abatement Agreement, which could result in termination of the Agreement and the recapture of all or a portion of the previously abated property taxes.

Section 4. Targeted and Qualifying Industries/Business Activities or Project team

The majority of the company's business at the project location must be engaged in one of the following qualifying industries, business activities, or Project team:

Targeted Industries:

- Energy

Section 5. Local Assessment: County and Community:

- 5.1 Describe how has the company's plan been prepared in consultation with the local community, property owners and local political leaders?
- (a) Local Community:
 - (b) Property Owners:
 - (c) Local Political Leaders:
- 5.2 Identify the local, state and federal bodies that have jurisdiction over the design, construction, licensing, regulation and operation of the Facility and here any public records of review of the Facility may be accessed by the College and the public:
- a. Local:
 - b. State:
 - c. Federal:.
- 5.3 Outline what processes, if any, were followed for community consultation for the Facility's development.
- 5.4 Is there an Environmental Impact Statement and Clearance required for the Facility? If so, identify where any public records of environmental review may be assessed by the College and members of the public.
- 5.5 If the Facility is a wind farm, did the assessment of the Facility by any governmental agency measure and assess potential environmental noise impacts from wind turbines? If so, please provide copies of any records with the Application.
- 5.6 Identify the Texas agency, if any, which has on-going regulatory authority over the Facility. Describe any approval process which has taken place in connection with locating the Facility.
- 5.7 Please state whether any of the following were considered in the assessment and location of wind turbines, and if so, how any negative impacts have/or will be addressed:

- landscape and visual amenity:
- noise impacts (have noise guidelines been developed to assess regulate noise):
- health issues (what health issues, if any, have been identified and what guidelines or policies have been adopted to address potential health impacts, if any):
- economic issues, including potential impacts on property values:
- ecological issues, including potential impacts on threatened species:
- decommissioning and rehabilitation:

The College will rely on the review of the applicable County and on state agencies with regulatory responsibility over the compatibility of the Facility site(s) with the surrounding uses, to include noise impacts, visual amenity and ecological issues.

Section 6. Life of Facility and Decommissioning

Include life projections for the Facility, depreciation schedules for income tax purposes and the decommissioning plan. If the Owner on the Application is a "pass-through" owner or intends to assign its interest in the Facility and the Abatement Agreement, include proposed contractual language that obligates Owner and any future assignee to comply with the decommissioning plan. To assure the College that the Owner, or Owner's assignee, will perform the decommissioning plan, what financial security, bond or enforceable pledge does the Owner proposed.

Section 7. Noise Auditing and compliance:

Has applicant developed a plan on procedure to undertake compliance monitoring and auditing. If so, please describe and submit relevant documents.

- Does Owner propose to maintain noise monitoring facilities? Will Special audible characteristics such as excessive amplitude modulation (including the van den Berg effect) together with cumulative impacts be considered.
- What noise standards and reporting of noise records have been developed? Does Owner propose to prepare and submit a noise compliance report on a regular basis? If so, to whom? Will Owner make noise compliance reports publicly available.

EXHIBIT A

Application for Tax Abatement

SOUTH TEXAS COLLEGE

Please submit the answers to the following questions and attach any additional pages as needed. Please complete and attach to the application completed Schedules I and II.

Applicant name:

Applicants address and phone number:

Applicant organization:

Type of Business: Wind powered generation of electricity

Organization address and phone:

Organization Contact:

Contact address and phone:

Proposed project or facility address: **[Need to add address or location]**

1. Provide brief description of project or facility for which tax abatement is sought.

2. Does this property fall under the definition of “eligible property” provided in the _____ County Guidelines & Criteria?

___ Yes

___ No

3. This application is for (choose one):

___ new plant

___ Expansion

___ Modernization

4. Please list all the taxing jurisdictions in which the proposed project or facility is located.

[Are applications for tax abatement being submitted to all these jurisdictions?]

5. Please describe the nature and scope of the tax abatement that is sought. What is the total estimated taxable value or total range of taxable values of the project or facility for which abatement is sought?

[What is the extent of the abatement being requested?]

[Does (company) contemplate that the Project will be completed in Phases?]

6. What will be the total estimated taxable value or total range of taxable values of the project or facility in the first year after the expiration of the abatement?

[The (amount) represents 5% depreciation over 10 years.]

7. Please attach information describing how the proposed project or facility meets the minimum Requirement for tax abatement outlined in the Guidelines & Criteria.

See Attachment 1

8. Please attach information on the following aspects of the proposed project or facility:

- (1) current value of land and existing improvements, if any;
- (2) type, value and purpose of proposed improvements;
- (3) productive life of proposed improvements;
- (4) impact of proposed improvements and other expenditures on existing jobs;
- (5) number and type of new jobs, if any, to be created by proposed improvements and expenditures;
- (6) costs to be incurred by Starr County, if any, to provide facilities or services directly resulting from the new improvements;
- (7) types and values of public improvements, if any, to be made by applicant seeking abatement;
- (8) estimation of the amount of ad valorem property taxes to be paid to Starr County after expiration of the abatement agreement;
- (9) the impact on the business opportunities of existing businesses and the attraction of new businesses to the area, if any;

- (10) the overall compatibility with the zoning ordinances and comprehensive plan, if any, for the area;
- (11) whether the applicant's proposed facility or improvement or modernization is an industry which is new to Starr County.

See Attachment 1

9. Please attach the following information to this application:

- (1) A map and description of the property for which abatement is sought;
- (2) A time schedule for completing the planned improvements; and
- (3) Basic financial information about yourself and your organization sufficient to enable evaluation of the applicant's financial capacity.

See Attachment 1

10. Please describe the proposed or existing Reinvestment Zone in which this project will be located.

DEGS seeks the County's approval of the Reinvestment Zone attached as Exhibit B. The Project will be located in the center portion of the Zone, Although the Project could expand north and northwest into other areas inside the zone boundary shown on the attached Exhibit B.

11. Please attach a copy of the County's approved Tax Abatement Agreement with applicant, or, if not yet approved, a copy of the proposed County's Tax Abatement Agreement.

I attest that the information provided in this application is true and correct to the best of my knowledge.

Applicant Signature:

Authorized Representative

Name of Applicant:

Date of application submission:

Exhibit A
Legal Description of Reinvestment Zone
Containing Proposed Project

Please attach a copy of the map of the County's Reinvestment Zone and the location(s) of the facility (ies)

The real property in _____ County, being all of the (lots, block/section) in the _____.

Exhibit B
Map of Project Area

ADDENDUM A

**A RESOLUTION OF THE BOARD OF TRUSTEES OF SOUTH TEXAS COLLEGE
ELECTING TO PARTICIPATE IN TAX ABATEMENT AGREEMENTS AND
ADOPTING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS.**

STATE OF TEXAS §
COUNTY OF STARR §
AND HIDALGO §
SOUTH TEXAS COLLEGE §
DISTRICT

WHEREAS, the Board of Trustees of South Texas College, is authorized to enter into Tax Abatement Agreements for Commercial-Industrial purposes as authorized in Chapter 312 of the Texas Tax Code, "Property Redevelopment and Tax Abatement Act" (The "Act");

WHEREAS, the Act requires South Texas College to establish Guidelines and Criteria for the designation for reinvestment zones and the entering into Tax Abatement Agreements; and

WHEREAS, the Act requires eligible taxing jurisdictions to establish Guidelines and Criteria as to eligibility for tax abatement agreements prior to granting any future tax abatements, said Guidelines and Criteria to be unchanged for a two-year period unless amended or repealed by a three-fourths vote of the Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED that South Texas College declares it is eligible to participate in a Tax Abatement Program.

FURTHER, BE IT RESOLVED that South Texas College hereby adopts the attached Guidelines and Criteria for Tax Abatement for use in all Tax Abatement Programs.

CONSIDERED, PASSED, APPROVED, AND SIGNED this _____ day of _____ at a regular meeting of the Board of Trustees of South Texas College at which a quorum was present and which was held in accordance with the provisions of Texas Government Code Chapter 551.

SOUTH TEXAS COLLEGE

BY: _____
Chairman

ATTEST:

BY: _____
Secretary

**Discussion and Recommend Action on Duke Energy Renewables
Wind, LLC, Tax Abatement Application and Resolution
for the Tax Abatement Agreement**

Approval of the Duke Energy Renewables Wind, LLC, Tax Abatement Application and the Resolution for the Tax Abatement Agreement will be requested at the May 26, 2015 Board meeting.

Duke Energy Renewables Wind, LLC has submitted an application and an agreement for tax abatement for their Los Vientos Wind Project in Starr County.

According to Duke Energy Renewables Wind, LLC, the improvements will consist of a proposed wind power generation facility, comprised of three phases, Los Vientos III, IV and V, expected to comprise of 510 megawatts of nameplate capacity located in the Reinvestment Zone. The project is scheduled to begin construction no later than December 31, 2013 and it is currently anticipated that construction will be complete by June, 2016.

The improvements are expected to have an estimated value of at least \$400,000,000 upon completion, depending on the size of the project, although the actual value will be determined by an appraisal by the Starr County Appraisal District. The Project is expected to include approximately 255 wind turbines and towers, although the exact number may vary substantially depending on factors such as the type of turbines used and site wind characteristics.

Mr. Graham Furlong, Renewables Development Executive for Duke Energy Renewables Wind, LLC, Mr. Robert Peña, Vice President for Texas Energy Consultants, and Mr. Jeff Neves, Head of Development for Amshore US Wind, LLC will be present at the Committee meeting and respond to any questions.

The Duke Energy Renewables Wind, LLC, tax abatement application, the tax abatement agreement, and the resolution for the tax abatement agreement follow in the packet for the Committee's information and review.

It is requested that the Finance and Human Resources Committee recommend for Board approval at the May 26, 2015 Board meeting, the Duke Energy Renewables Wind, LLC, Tax Abatement Application and the Resolution for the Tax Abatement Agreement as presented.

Application for Tax Abatement
South Texas College

Please submit the answers to the following questions and attach any additional pages as needed.

Applicant name: Duke Energy Renewables Wind, LLC

Applicants address and phone number: 400 South Tryon St., Mail Code: Nascar
Charlotte, NC 28202-1007

Applicant organization: Duke Energy Renewables Wind, LLC

Type of Business: Wind powered generation of electricity

Organization address and phone: 400 South Tryon Street, Mail Code: Nascar
Charlotte, NC 28202-1007

Organization Contact: Graham Furlong
Renewables Development Executive

Contact address and phone: 400 South Tryon St., Mail Code: Nascar
Charlotte, NC 28202-1007

Proposed project or facility address: 700 FM 490, Rio Grande City, TX

1. Brief description of project or facility for which tax abatement is sought:

The improvements will consist of a proposed wind power generation facility, comprised of three phases, Los Vientos III, IV and V, expected to comprise 510 megawatts (“MW”) of nameplate capacity located in the Reinvestment Zone (the “Project”), to begin construction no later than December 31, 2013 and it is currently anticipated that construction will be complete by June, 2016.

The improvements are expected to have an estimated value of at least \$400,000,000 upon completion, depending on the size of the project, although the actual value will be determined by an appraisal by the Starr County Appraisal District. The Project is expected to include approximately 255 wind turbines and towers, although the exact number may vary substantially depending on factors such as the type of turbines used and site wind characteristics. The projection regarding the number of turbines is based on the use of 2.0 megawatt turbines. The improvements shall also include any other property in the Reinvestment Zone meeting the definition of “Eligible Property” contained in the Tax Abatement Guidelines and criteria for South Texas College that will be used to produce wind power and perform other functions related to the production, distribution and transmission of electric power.

Does this property fall under the definition of “eligible property” provided in the South Texas College Guidelines & Criteria?

Yes
 No

2. This application is for (choose one):

new plant
 Expansion
 Modernization

3. Please list all the taxing jurisdictions in which the proposed project or facility is located.

Starr County, Starr County Hospital District, Rio Grande City Independent School District, and Roma Independent School District. Applications and abatement / limitation agreements have been approved by all the above named taxing entities.

4. Please describe the nature and scope of the tax abatement that is sought. What is the total estimated taxable value or total range of taxable values of the project or facility for which abatement is sought?

Renewables Wind seeks an abatement of taxes effective for ten (10) full calendar years, for each project phase, beginning on January 1 of the next tax year after the date that the College President and/or the President of the Board of Trustees receives a letter certifying completion of construction, of each Project phase, outlining the Improvements included in the Project phase, and stipulating the overall turbine capacity.

The estimated taxable value of the Project when completed, including all the three phases, is expected to be \$462,000,000 although the actual value will depend upon annual appraisal by the Starr County Appraisal District and specific decisions to be made by Renewables Wind in the future.

5. What will be the total estimated taxable value or total range of taxable values of the project or facility in the first year after the expiration of the abatement?

Renewables Wind estimates the project will have an estimated taxable value of approximately \$150,000,000 in the first year after expiration of the proposed abatement although the value will be determined by appraisals by the Starr County Appraisal District and other factors.

6. Please attach information describing how the proposed project or facility meets the minimum Requirement for tax abatement outlined in the Guidelines & Criteria.

See Attachment 1

7. Please attach information on the following aspects of the proposed project or facility:

- (1) current value of land and existing improvements, if any;
- (2) type, value and purpose of proposed improvements;
- (3) productive life of proposed improvements;
- (4) impact of proposed improvements and other expenditures on existing jobs;
- (5) number and type of new jobs, if any, to be created by proposed improvements and expenditures;
- (6) costs to be incurred by Starr County, if any, to provide facilities or services directly resulting from the new improvements;
- (7) types and values of public improvements, if any, to be made by applicant seeking abatement;
- (8) estimation of the amount of ad valorem property taxes to be paid to Starr County after expiration of the abatement agreement;
- (9) the impact on the business opportunities of existing businesses and the attraction of new businesses to the area, if any;
- (10) the overall compatibility with the zoning ordinances and comprehensive plan, if any, for the area;
- (11) whether the applicant's proposed facility or improvement or modernization is an industry which is new to Starr County.

See Attachment 1

8. Please attach the following information to this application:

- (1) A map and description of the property for which abatement is sought;
- (2) A time schedule for completing the planned improvements; and
- (3) Basic financial information about yourself and your organization sufficient to enable evaluation of the applicant's financial capacity.

See Attachment 1

9. Please describe the Reinvestment Zone in which this project will be located.

Renewables Wind has received the County's approval of the Reinvestment Zone attached as Exhibit A. The Project will be located in the approximate area of North FM 755 & FM 490. Although the Project could expand north and northwest into other areas inside the zone boundary shown on the attached Exhibit A & B.

I attest that the information provided in this application is true and correct to the best of my knowledge.

Applicant Signature:

Authorized Representative

Name of Applicant: Duke Energy Renewables Wind, LLC

Date of application submission:

Attachment 1

Part 7: Minimum Requirements

The Project will contribute to the expansion of employment, attract major investment to Starr County, benefit the property on which it is constructed, and contribute to the economic development of the County.

Renewables Wind intends to construct a wind powered electric generating facility with an expected value greater than \$400,000,000 in Starr County. At a minimum, the Project will result in a wind power facility with an estimated 200 megawatt nameplate capacity.

Renewables Wind estimates that installing the wind turbines will create 75 to 100 temporary construction jobs over the course of the Project's construction, which is estimated to last twelve to fourteen months, per phase of construction. Renewables Wind further anticipates the creation of four to five full-time jobs by the operator of the Project for the operation and maintenance of the Project. Continuing operations and maintenance activities in Starr County will create opportunities for purchase of contracting services and supplies from Starr County businesses. Over the course of construction of the Project, Renewables Wind will make an effort to use local labor and purchase services and materials local businesses where practicable.

The Project will make use of land that is currently used for agricultural and ranching purposes. The location of the Project is remote and not ideal for industrial or commercial development, but is well suited for a wind farm. Without the Project, the land could remain in its current state and would be unlikely to attract new investment to the area.

The wind farm will provide "clean" power to customers served by Renewables Wind. Wind energy creates little or no emissions impacting the environment. The project will provide this clean energy source.

The addition of full-time and contract-related jobs, the purchase of local services, supplies and materials, and the productive use of land to generate revenue and spur investment are examples of the kind of economic benefit that the proposed wind farm will bring to Starr County.

Part 8: Information about specific aspects of the project

(1) Value of land and existing improvements, if any;

Based on information supplied by Starr County, the current value of the land included in the proposed wind farm site is approximately \$55,900,000, based upon approximately 84,000 acres valued at \$665 per acre. There are no existing industrial improvements on the land.

(2) Type, value and purpose of proposed improvements;

The improvements will consist of a wind power facility, comprised of Los Vientos III, IV and V (3 phases) expected to be approximately 510 megawatts of nameplate capacity located in the Reinvestment Zone. It is currently anticipated that the wind farm will consist of approximately 255 – 2.0 megawatt wind turbines.

The improvements are expected to have a value of in excess of \$400,000,000, although the actual value will be determined by an appraisal by the Starr County Appraisal District. This projection regarding the number of turbines is based upon the use of 2.0MW turbines, and over the course of developing the project, Renewables Wind may elect to use another size turbine, or a combination of turbine types, however, the nameplate capacity of the facility is estimated to be 510 megawatts. The improvements also shall include any other property in the Reinvestment Zone meeting the contractual definition of “Eligible Property” that will be used to produce wind power and perform other functions related to the production, distribution and transmission of electric power.

Productive life of proposed improvements; The Project is estimated to have a useful life of 30 years.

(3) Impact of proposed improvements and other expenditures on existing jobs; The Project is not expected to negatively affect any existing jobs. Based on Renewables Wind experience with existing wind projects in Texas, Renewables Wind investments in Starr County will create new jobs and result in increased local economic activity.

(4) Number and type of new jobs, if any, to be created by proposed improvements and expenditures; According to preliminary estimates, the direct effect of Renewables Wind’s investment will be the creation of approximately 75 to 100 temporary construction jobs in Starr County during the construction phase of the wind power facility, which is estimated to last twelve to fourteen months “per phase of the project”. The operations and maintenance of the wind power facility will provide at least four to five full-time jobs.

(5) Cost to be incurred by South Texas College, if any, to provide facilities or services directly resulting from the new improvements; Renewables Wind expects that South Texas College will incur no new costs as a result of the project.

(6) Types and values of public improvements, if any, to be made by applicant seeking abatement; Because almost all development will take place on private land, Renewables Wind does not anticipate constructing any public improvements other than the possible upgrade of county roads to a level sufficient to support construction needs.

(7) The amount of ad valorem property taxes to be paid to South Texas College after expiration of the abatement agreement; It is difficult to estimate the exact amount

of ad valorem taxes to be paid after expiration of the agreement, given the present uncertainty about future tax rates, appraisals, depreciation schedules, and final figures regarding the taxable value of the wind farm.

- (8) Renewables Wind estimates that at the end of the abatement (yr. 11), based on current tax rates and a value of \$150,000,000, the proposed project would produce in excess of \$200,000 in annual property taxes to South Texas College. The College would receive tax revenues during the first 10 years of the abatement in addition to the payments in lieu of taxes and then would receive post-abatement taxes in years 11-30 of the projected full useful life of the project.
- (9) The impact on the business opportunities of existing businesses and the attraction of new businesses to the area, if any; Over the course of construction of the project, Renewables Wind will make an effort to use local businesses to provide services and materials to the Project where practicable. Continuing operations and maintenance activities in Starr County will create opportunities for obtaining services and supplies from County businesses for the duration of the Project. The increased economic activity in Starr County resulting from the development and operation of the Project may result in attraction of new businesses to the area.
- (10) The overall compatibility with the zoning ordinances and comprehensive plan, if any, for the area; Not applicable. Starr County does not have a zoning ordinance or a comprehensive plan.
- (11) Whether the applicant's proposed facility or improvement or modernization is in an industry which is new to Starr County; The Project will contribute to the growth of a new industry in Starr County and should have significant economic benefits for Starr County.

Part 9 (1): A map and descriptions of the property for which abatement is sought.

Exhibits A and B depict and describe the Project.

Part 9 (2): Time schedule for completing project.

Renewables Wind contemplates that construction will begin no later than December 31, 2013 and will be completed on or about June, 2016.

Part 9 (3): Basic financial information.

Duke Energy Corporation (Duke Energy) is one of the largest electric power holding companies in the United States. Headquartered in Charlotte, N.C., Duke Energy is a Fortune 250 company traded on the New York Stock Exchange under the symbol DUK. More information about the company is available at www.duke-energy.com.

Duke Energy Renewables (Renewables), part of Duke Energy's Commercial Portfolio, is a leader in developing innovative wind and solar energy generation

projects for customers throughout the United States. The company’s growing portfolio of commercial renewable assets include 16 winds farms and 22 solar farms in operations in 12 states, totaling more than 2 gigawatts in electric-generating capacity. Learn more at www.duke-energy.com/renewables.

Investment Ratings

As a subsidiary of Duke Energy, Renewables Wind has the ability to utilize the financial strength of the parent company in the structuring and financing of its projects. The following are Duke Energy’s Investment Ratings as of May, 2015:

Duke Energy Corporation	Fitch Report	Moody’s Report	S&P Report
Outlook	Stable	Stable	Stable
Issuer Rating / Corporate Credit Rating	BBB+	A3	A-
Senior Unsecured	BBB+	A3	BBB+

Annual Reports

The latest Duke Energy 10-Ks can be found at www.duke-energy.com/investors

Exhibit A
Legal Description of Reinvestment Zone
Containing Proposed Project

EXHIBIT "A"

**LOS VIENTOS REINVESTMENT ZONE #1
Legal Descriptions
Starr County, Texas**

Abstract 257
Abstract 966
Abstract 256
Abstract 956
Abstract 383
Abstract 1015
Abstract 226
Abstract 199
Abstract 382
Abstract 60
Abstract 955
Abstract 255
Abstract 969
Abstract 258
Abstract 967
Abstract 253
Abstract 957
Abstract 968
Abstract 1094
Abstract 940
Abstract 939
Abstract 374
Abstract 372
Abstract 334
Abstract 645
Abstract 644
Abstract 72
Abstract 1053
Abstract 188
Abstract 921
Abstract 242
Abstract 923
Abstract 935
Abstract 250
Abstract 920
Abstract 365
Abstract 366
Abstract 361
Abstract 363
Abstract 922
Abstract 1056
Abstract 367
Abstract 937
Abstract 364

EXHIBIT "A"

Abstract 1016
Abstract 238
Abstract 1027
Abstract 938
Abstract 1054
Abstract 236
Abstract 682
Abstract 656
Abstract 73
Abstract 844
Abstract 845
Abstract 1051
Abstract 1119
Abstract 1069
Abstract 1130
Abstract 1133
Abstract 1113
Abstract 1153
Abstract 1115
Abstract 1118
Abstract 1117
Abstract 1116
Section 923
Abstract 1074
Abstract 359
Abstract 651
Abstract 1059
Abstract 148 (Porcion 85) to US Hwy 83
Abstract 151 (Porcion 86) to La Puerta Lower Rio Grande Valley USFWS Refuge
Abstract 182 (Porcion 87) to La Puerta Lower Rio Grande Valley USFWS Refuge
Abstract 105 (Porcion 88) to US Hwy 83
Abstract 80 (Porcion 89) to US Hwy 83
Abstract 178 (Porcion 90) to US Hwy 83
Abstract 41 (Porcion 91) to US Hwy 83
Abstract 846
Abstract 847
Abstract 128 (Porcion 92) to US Hwy 83
Abstract 1058
Abstract 369
Abstract 1057
Abstract 1060
Abstract 1055
Abstract 370
Abstract 1123
Abstract 1150
Abstract 1151
Abstract 1145
Abstract 1146

EXHIBIT "A"

Abstract 1124
Abstract 934
Abstract 1144
Abstract 1055
Abstract 370
Abstract 1142
Abstract 1143
Abstract 129 (Porcion 93) to US Hwy 83
Abstract 127 (Porcion 94) to US Hwy 83
Abstract 145 (Porcion 95) to Old Military Rd
Abstract 273 (Porcion 96) to Old Military Rd
Abstract 272 (Porcion 97) to Old Military Rd
Abstract 271 (Porcion 98) to Old Military Rd
Abstract 270 (Porcion 99) to Old Military Rd
Abstract 269 (Porcion 100) to US Hwy 83
Abstract 280 (Porcion 38) to US Hwy 83
Abstract 279 (Porcion 39) to the Starr/ Hidalgo County Line
Abstract 282 (Porcion 40) to the Starr/ Hidalgo County Line
Abstract 699 (Porcion 41) to the Starr/ Hidalgo County Line
Abstract 936
Abstract 247
Abstract 787
Abstract 248
Abstract 805
Abstract 904
Abstract 14
Abstract 388
Abstract 201
Abstract 901
Abstract 513
Abstract 1139
Abstract 1112
Abstract 1100
Abstract 1167
Abstract 1101
Abstract 1108
Abstract 1098
Abstract 1111
Abstract 1099
Abstract 1166
Abstract 1155
Abstract 1154
Abstract 1148
Abstract 1149
Abstract 1147
Abstract 389
Abstract 391
Abstract 807

EXHIBIT "A"

Abstract 730
Abstract 1052
Abstract 1045
Abstract 762
Abstract 747
Abstract 1161
Abstract 827
Abstract 59
Abstract 649
Abstract 512
Abstract 751
Abstract 853
Abstract 43
Abstract 44
Abstract 750
Abstract 856
Abstract 40
Abstract 154
Abstract 1097
Abstract 1083
Abstract 200
Abstract 1014
Abstract 1066
Abstract 1068
Abstract 1162
Abstract 184 (Porcion 84) to El Tanque Rd
Abstract 130 (Porcion 83) to N FM 755
Abstract 179 (Porcion 82) to N FM 755
Abstract 75 (Porcion 81) to N FM 755
Abstract 74 (Porcion 80) to E Eisenhower St/ N FM 755
Abstract 66 (Porcion 79) to W Eisenhower St
Abstract 254
Abstract 368
Abstract 669
Abstract 212
Abstract 688
Abstract 806
Abstract 16
Abstract 38
Abstract 777
Abstract 1011
Abstract 1090
Abstract 1093
Abstract 244
Abstract 239
Abstract 1005
Abstract 1105
Abstract 1104

EXHIBIT "A"

Abstract 1106

Abstract 9

Abstract 10

Abstract 568

Abstract 8

Abstract 6

Abstract 1107

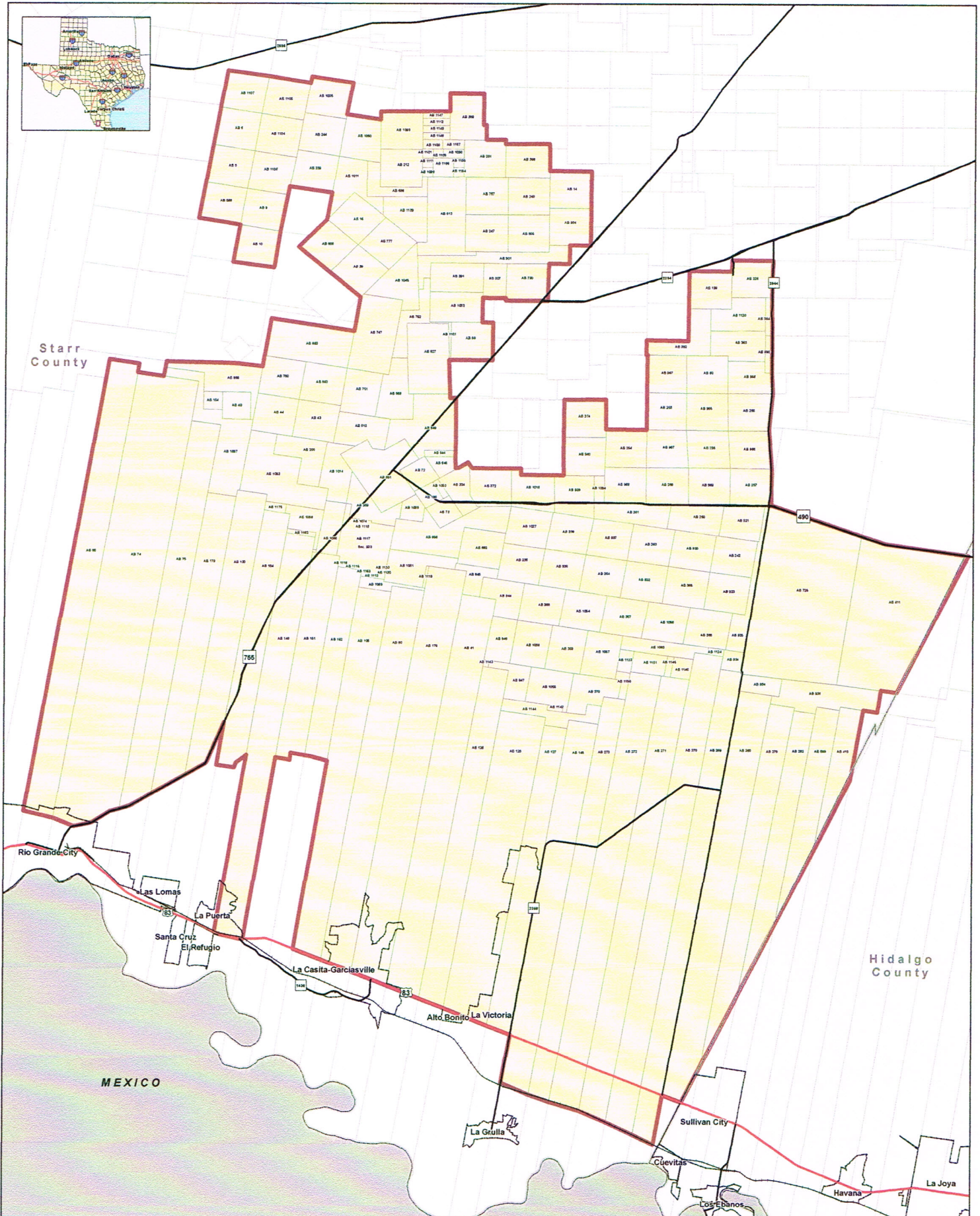
Abstract 863

Abstract 415 (Porcion 42) to the Starr/ Hidalgo County Line

Abstract 890

Exhibit B

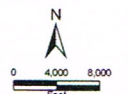
Map of Reinvestment Zone



Legend

Reinvestment Zone Boundary	County Line	US Highway
Reinvestment Zone Section	City / Town	Major Road
Other Section	Railroad	

Duke Energy Renewables Los Vientos Expansion
 Starr County Reinvestment Zone



SCHEDULE I

"Buy Local" Annual Reports

The following information shall be reported to the College on a calendar-year basis during the first four years of the tax abatement program:

1. Dollar amount spent for materials* (local).
2. Dollar amount spent for materials* (total).
3. Dollar amount spent for labor** (local).
4. Dollar amount spent for labor** (total).
5. Number of jobs created in the construction of the Facility (local).
6. Number of jobs created in the construction of the Facility (total).
7. Number of jobs created on a permanent basis (local).
8. Number of jobs created on a permanent basis (total).

* The term "materials" is defined to include all materials used in excavation, site improvement, demolition, concrete, structural steel, fire proofing, piping, electrical, instruments, paintings and scaffolding, insulation, temporary construction facilities, supplies, equipment rental in construction, small tools and consumables. This term does not include major items of machinery and equipment not readily-available locally.

** The term "labor" is defined to include all labor in connection with the excavation, site improvement, demolition, concrete construction, structural steel, fire proofing, equipment placement, piping, electrical, instruments, painting and scaffolding, insulation, construction services, craft benefits, payroll burdens, and related labor expenses. This term does not include engineering services in connection with the design of the Facility.

The term "local" as used to describe manufacturers, suppliers, contractors and labor shall include firms, businesses, and persons who reside in or maintain an office in either Hidalgo County or Starr County.

SCHEDULE II

ADDITIONAL INFORMATION REQUIRED OF APPLICANT FOR TAX ABATEMENT

Section 1. Eligibility Criteria

1. To be eligible for consideration by College for a tax abatement under these Guidelines, an Owner of the Facility must meet or exceed all of the criteria described below:

- The Facility must be one that will generate renewable energy;

The Los Vientos Wind Power Project team, which include Los Vientos phase III, phase IV, and phase V, are located in Starr County, Texas and are 100% wind energy generation facilities.

- The minimum amount of new real and/or personal property capital investment shall exceed \$400 million (at start of project or by year 2017);

Total amount of investment of new & personal property for the Los Vientos Wind Power Project team will exceed \$460 million.

- Shall exceed minimum levels of full-time job creation;

Yes, the Los Vientos Wind Power Project team will exceed the minimum levels of full-time job creation as stated in the abatement agreement (4 to 5 full-time jobs).

- Provide employee and dependent access to health care benefits;

All full-time Duke Energy employees at the Los Vientos Wind Power Project team will be offered medical, dental, life insurance, retirement/401K, and paid leave & holidays.

- Provide a minimum living and all-industry wage requirements for new and existing employees at project site;

Salaries of Wind turbine technicians at the Los Vientos Wind Power Project team will exceed minimum living wage requirements.

Section 2. Amount and Terms of Tax Abatement Subject to Additional Commitments

2.1 The amount and term of the tax abatement offered will be dependent upon the Owner's commitment to exceed the minimum eligibility criteria, consideration of other public incentives offered for the same project and the overall benefit to the College and the community.

2.2 What resources will the Owner commit to the following:

- (a) Sponsorship of scientific events, teacher research grants to the College; materials and equipment, teaching materials to the College; R&D collaboration with local college;

Los Vientos Wind Power Project team has committed to an annual contribution of \$65,000 per year throughout the term of the abatement, which can be used at the College's discretion for items such as those listed above.

- (b) Total number of jobs created and maintained in the area;

Per the Abatement agreement, the Los Vientos Wind Power Project team will create and maintain more than 5 full-time jobs.

- (c) Number of high-wage jobs

The Los Vientos Wind Power Project team will hire full-time wind turbine technicians, which will exceed the "high wage" standard as set for the by the U.S. Bureau of Labor & Statistics (see attached). Starting pay for a wind turbine technician is approximately \$21/hour and technicians work a minimum of 2080 hours a year which is full time status.

Section 3. Wage Requirements

Companies receiving a tax abatement from the College must meet certain minimum wage requirements for all new and existing (i.e., retained) jobs at the project site.

- 3.1 Living Hourly Wage Requirement: In order to be eligible for a tax abatement, one hundred percent (100%) of the company's new and existing employees **at the project location** must earn no less than a "living wage" throughout the full term of the Tax Abatement Agreement. This wage is based on the poverty level for a family of four, as determined annually (January) by the U.S. Department of Health and Human Services (HHS). As of January 22, 2015, the living wage requirement is \$11.66 per hour.
- 3.2 All Industries Median Hourly Wage Requirement: In addition to the "Living Wage" requirement, after one year of initiating full operations at the project location, but not more than two years after execution of the Tax Abatement Agreement with the College, at least seventy percent (70%) of all new and existing employees, with at least one year of full employment with the company at the project location, must earn a cash wage at or exceeding the annual Edinburg, Pharr McAllen Metropolitan Statistical Area (MSA) Median Hourly Wage for All Industries (Companies) for the most recent year available. This wage is compiled by the Bureau of Labor Statistics (BLS) Occupational Employment Survey and published annually by the Texas Workforce Commission (TWC). This wage is updated annually, and for 2014 the current applicable wage is \$11.32 per hour.

High-Wage Jobs: High-wage jobs are either: (1) Qualified professional jobs reported in high-wage industries (e.g., advanced business services, aerospace, life sciences, renewable energy, high-tech/IT); or (2) Jobs for which earnings are above the Starr County average weekly wage (average for the most recent four quarters) as reported quarterly by the Bureau of Labor Statistics (currently \$31,941 in 2014).

- 3.3 If the company does not meet and maintain these wage requirements for all new and existing employees at the project location, the company will be in default of its Tax Abatement Agreement, which could result in termination of the Agreement and the recapture of all or a portion of the previously abated property taxes.

Per Section VI, Paragraph B of the tax abatement agreement, The Los Vientos Wind Power Project team, within 90 days of the beginning of each Calendar year, will certify annually to the College its compliance with this agreement by providing written certification to the College Board of Trustees.

Section 4. Targeted and Qualifying Industries/Business Activities or Project team

The majority of the company's business at the project location must be engaged in one of the following qualifying industries, business activities, or Project team:

Targeted Industries:

- Energy

The Los Vientos Wind Power Project team in Starr County, Texas are 100% wind energy generation facilities.

The improvements are expected to have an estimated value of at least \$400,000,000 upon completion, depending on the size of the project, although the actual value will be determined by an appraisal by the Starr County Appraisal District. The Project is expected to include approximately 255 wind turbines and towers, although the exact number may vary substantially depending on factors such as the type of turbines used and site wind characteristics. The projection regarding the number of turbines is based on the use of 2.0 megawatt turbines.

Section 5. Local Assessment: County and Community:

5.1 Describe how has the company's plan been prepared in consultation with the local community, property owners and local political leaders?

- (a) Local Community: The Los Vientos Wind Power Project team consists of approximately 60 landowners on approximately 100,000 acres in rural Starr County. The Project area is often utilized by oil and gas companies in the area. The Los Vientos Wind Power Project team worked with the local landowners and others that use the properties to be a responsible development partner in the area through coordinated activities, notification of local police and fire departments as well as US Border Patrol, and others that use the area related to planned activities. A job fair was held at the beginning of the project to encourage local community members to participate in the construction of the project. In addition, various meetings were held with local community members by the Los Vientos Wind Power Project team to determine appropriate utilization of local goods and/or services required for the project. Local businesses have been used to purchase many supplies and food for onsite activities and meetings. Concerns brought to the attention of the Los Vientos Wind Power Project team have been quickly addressed by the onsite team.
- (b) Property Owners: During lease negotiations and execution, Los Vientos Wind Power Project team and their consultants met with each landowner to review the development process and work that would be ongoing at the sites. Prior to initiation of work, the Los Vientos Wind Power Project team held a kickoff event for landowners to review the development schedule and what to expect during the development cycle. During construction activities, the Los Vientos Wind Power Project team maintain a landowner contact on site to be able to respond to any landowner questions or concerns. Input from landowners was included in the evaluation of turbine and road locations and siting of project infrastructure
- (c) Local Political Leaders: The Los Vientos Wind Power Project team met with the County Judge and County Commissioners to discuss the project and the Company's plans to develop and construct the project. The Project team has worked with County officials, Starr County Hospital, Starr Industrial Foundation, USDA Soil and Water Conservation, and Rio Grande ISD and Roma ISD for economic development opportunities to incentivize the project to be constructed in Starr County. The Project team has worked to support the local community.

5.2 Identify the local, state and federal bodies that have jurisdiction over the design, construction, licensing, regulation and operation of the Facility and here any public records of review of the Facility may be accessed by the College and the public:

- a. Local: The Los Vientos Wind Power Project team coordinated with County government on building permits, septic permit, reinvestment zoning designation, and county road use. The public may obtain these documents from the county via public records request to Starr County.

- b. State: The Los Vientos Wind Power Project team have coordinated with Texas Parks & Wildlife (TPW) regarding state listed species at the site. A meeting was held with TPW in July 2013 and periodic updates have been submitted to TPW officials. In addition, construction work is coordinated to comply with Storm Water Pollution, Prevention Plan (SWPPP) under the Texas Commission of Environmental Quality (TCEQ) general permit. The Los Vientos Wind Power Project team has also worked with Texas Department of Transportation (TXDOT) on construction road use as well as the State Historical Society. TCEQ was also involved in the issuance of a permit for the batch plant.
- c. Federal: The Los Vientos Wind Power Project team has coordinated work at the site with the U.S. Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (USACE), and Federal Aviation Association (FAA). The Los Vientos Wind Power Project team has held in person meetings with USFWS beginning in July 2013 and has kept agencies informed on site progress through personal communications and written summaries of findings. In addition, the Project team maintain compliance with the EPA Spill Prevention Control and Countermeasure Plan (SPCC) regulations through their active SPCC Plans during construction and operations.

5.3 Outline what processes, if any, were followed for community consultation for the Facility's development.

As detailed in the question above, Los Vientos Wind Power Project team engaged the local community leaders and landowners early in the process of development. The Project team held various meetings with local community leaders, County Judge, County Commissioners, and school districts related to the benefits of the project development. Continuous engagement and communications with landowners has allowed the Project team to site turbines in locations that are preferred for optimal output as well as take into consideration landowner preferences. The Project team has worked with local fire departments, police departments, and Border Patrol to promote a safe work environment for its team and the surrounding community.

5.4 Is there an Environmental Impact Statement and Clearance required for the Facility? If so, identify where any public records of environmental review may be assessed by the College and members of the public.

The Los Vientos Wind Power Project team do not trigger a National Environmental Protection Agency (NEPA) requirement that would include an EIS. As stated above, the Project team has complied with federal requirements and there is not a federal nexus.

5.5 If the Facility is a wind farm, did the assessment of the Facility by any governmental agency measure and assess potential environmental noise impacts from wind turbines? If so, please provide copies of any records with the Application.

The Project team do not trigger a requirement for a noise impact study. A more detailed

response is provided in Section 7 below.

- 5.6 Identify the Texas agency, if any, which has on-going regulatory authority over the Facility. Describe any approval process which has taken place in connection with locating the Facility.

State agencies that have been involved in locating of the facility are described in question 2 above. The project must maintain compliance with the interconnection agreement and the Texas Utility Commission. If a state protected species was killed or injured during operation of the facilities, the TPWD would require notification. The Project team has implemented Best Management Practices to avoid any impacts to protected species. In addition, the Texas General Land Office is a participating landowner in the project with approximately 1,000 acres leased to the Los Vientos Wind Power Project in accordance with their mission "constitutionally charged with the responsibility of managing our state resources for the benefit of public education".

- 5.7 Please state whether any of the following were considered in the assessment and location of wind turbines, and if so, how any negative impacts have/or will be addressed:

- landscape and visual amenity: The Project team are located in rural areas with minimal residential homes. A significant amount of oil and gas activities are currently located on the landscape. Between the rural location and the existing oil and gas activities, visual impacts from the project are considered minimal.
- noise impacts (have noise guidelines been developed to assess regulate noise): The project area is located in a rural area with minimal residential homes. There are no existing noise ordinances or requirements in the project areas. Based on the rural nature of the area and limited noise receptors in the project area, noise is not anticipated to an issue from the Project team. See detailed response in Section 7 below. (Additional Reference: *Wind Turbine Sound and Health Effects, An Expert Panel Review*, by Colby, Dobie, Leventhall, Lipscomb, McCunney, Seilo, and Sondergaard; Dec 2009.)
- health issues (what health issues, if any, have been identified and what guidelines or policies have been adopted to address potential health impacts, if any: Many studies have been completed to assess potential impacts from wind turbines. Evidence does not exist that demonstrates a clear connection between any health impacts and wind turbines. (Reference: *Wind Turbine Sound and Health Effects, An Expert Panel Review*, by Colby, Dobie, Leventhall, Lipscomb, McCunney, Seilo, and Sondergaard; Dec 2009.)
- economic issues, including potential impacts on property values: *A Spatial Hedonic Analysis of the Effects of Wind Energy Facilities on the Surrounding Property Values in the United States* (Ernest Orlando Lawrence Berkley National Laboratory, August 2013) analyzed more than 50,000 home sales near 67 wind facilities across nine U.S. states and did not uncover any impacts to nearby home property values.
- ecological issues, including potential impacts on threatened species: As discussed above,

an assessment of habitat on the sites has been conducted and biological monitoring has taken place both pre-construction and during construction. Impacts to protected species have not been identified.

- decommissioning and rehabilitation: The easement agreement with landowners ensures proper decommissioning of the wind power project. See Section 6 below for additional details.

The College will rely on the review of the applicable County and on state agencies with regulatory responsibility over the compatibility of the Facility site(s) with the surrounding uses, to include noise impacts, visual amenity and ecological issues.

Section 6. Life of Facility and Decommissioning

Include life projections for the Facility, depreciation schedules for income tax purposes and the decommissioning plan. If the Owner on the Application is a "pass-through" owner or intends to assign its interest in the Facility and the Abatement Agreement, include proposed contractual language that obligates Owner and any future assignee to comply with the decommissioning plan. To assure the College that the Owner, or Owner's assignee, will perform the decommissioning plan, what financial security, bond or enforceable pledge does the Owner propose.

The useful life of the project is approximately 30 years, and the project qualifies for 5 year MACRS for income tax purposes. The decommissioning plan is covered in the easement with each landowner, and contractual language exists requiring the owner to decommission the facilities at the end of the easement. Since the decommissioning plan is covered in the easement and financial security for decommissioning is included in the easement, the Los Vientos Wind Power Project team do not propose any additional financial security for decommissioning of the Project team.

Section 7. Noise Auditing and compliance:

Has applicant developed a plan on procedure to undertake compliance monitoring and auditing. If so, please describe and submit relevant documents.

For the Los Vientos Wind Power Project team, there are no federal, state, or local regulations that require monitoring or auditing of noise levels. Therefore, there are no applicable noise regulations with which Duke Energy must demonstrate compliance. The Los Vientos Wind Power Project team utilize industry best management practices when siting wind turbines to minimize noise levels at participating and non-participating landowners. Additionally, the Los Vientos Wind Power Project team' wind turbines will be monitored 24 hours per day 7 days a week (either onsite or remotely). If a turbine experiences a problem that requires maintenance, and is possibly causing the turbine to operate at an increased noise level than the manufacturer's warranty, an onsite technician is available to assess problem and perform the necessary maintenance quickly.

- Does Owner propose to maintain noise monitoring facilities? Will Special audible characteristics such as excessive amplitude modulation (including the van den Berg

effect) together with cumulative impacts be considered.

For the Los Vientos Wind Power Project team, there are no federal, state, or local regulations that require monitoring or auditing of turbine noise levels. The Project team do not propose to maintain noise monitoring facilities.

- What noise standards and reporting of noise records have been developed? Does Owner propose to prepare and submit a noise compliance report on a regular basis? If so, to whom? Will Owner make noise compliance reports publicly available.

For the Los Vientos Wind Power Project team, there are no federal, state, or local regulations that require monitoring or auditing of noise levels. Therefore, there are no applicable noise regulations with which the Project team must demonstrate compliance.

The Los Vientos Wind Power Project team will utilize the Vestas V110-2.0MW wind turbine with a 95 meter hub height, which has a total height of 492 feet. For the Los Vientos Wind Power Project team, turbines have been sited at least 1100 feet from the nearest residence, which equates to more than twice the total height of the wind turbine.

Should noise become an issue for a particular landowner, the Project team will carefully evaluate whether the complaint has merit and should be addressed. Los Vientos Wind Power Project team do not intend to make records related to turbine noise publicly available.

**Tax Abatement Agreement
between
South Texas College and
Duke Energy Renewables Wind, LLC**

State of Texas

County of Starr

This Tax Abatement Agreement (this “Agreement”) is made and entered into by and between South Texas College (the “College”), acting through its duly elected officers, and Duke Energy Renewables Wind, LLC, a Texas limited liability company, formerly known as DEGS Wind I, LLC, owner of Eligible Property (as hereinafter defined) to be located on the tract of land comprising Los Vientos Reinvestment Zone #1, more specifically described in Attachment A to this Agreement, and this Agreement becomes effective upon final signature by both parties. The Agreement remains in effect until fulfillment of the obligations described in Paragraph IV (D) herein, unless terminated earlier as provided herein.

I. Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, popularly known as the Property Redevelopment and Tax Abatement Act (the “Act”) as amended, and by the College Tax Abatement Guidelines and Criteria.

II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

- A. “Abatement” means the full or partial exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein, and in no event will the duration of the Abatement period exceed 10 years, commencing on the date of Final Completion of Construction of the Eligible Property.
- B. “Calendar Year” means each year beginning on January 1 and ending on December 31.
- C. “Certificate” means a letter, provided by the Owner to the College, certifying that Owner has completed construction of the wind power project described herein (the “Project”), outlining the Improvements and stipulating the overall Turbine Nameplate Capacity of the Project. Upon receipt of the Certificate, the College may inspect the Site in accordance with this Agreement to determine that the Improvements are in place as certified.
- D. “Certified Appraised Value” means the appraised value, for property tax purposes, of the property within Los Vientos Reinvestment Zone #1 as certified by the Starr County Appraisal District for each taxable year.

- E. "Eligible Property" means property eligible for Abatement under the College Tax Abatement Guidelines and Criteria and the Act, including: new, expanded or modernized buildings and structures; fixed machinery and equipment; Site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the Project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the College Tax Abatement Guidelines and Criteria. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property eligible for Abatement shall not include inventory or supplies.
- F. "Improvements" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure, or fixture erected on or affixed to the land. Improvements specifically include the Owner's substation and switching station if located within the taxing jurisdiction of the College.
- G. "Owner" means Duke Energy Renewables Wind, LLC, the entity that owns or holds under one or more easements the Real Property for which Abatement is being granted, and any assignee or successor in interest of Duke Energy Renewables Wind, LLC. The term "Duke Energy Renewables Wind, LLC" means and includes Owner.
- H. "Reinvestment Zone" means Los Vientos Reinvestment Zone #1, the reinvestment zone (as that term is defined in Chapter 312 of the Texas Tax Code) created by Starr County Commissioners Court and described in Attachment A to this Agreement.
- I. "Site" means the portion of the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.
- J. "Turbine Nameplate Capacity" means the generating capacity of an individual wind turbine as designated by the manufacturer(s) of the turbines to be constructed as Improvements hereunder and where appropriate may refer to the total or overall generating capacity.
- K. "Force Majeure" means any contingency or cause beyond the reasonable control of the party claiming Force Majeure including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of such party), fires, explosions, floods, tornadoes, and strikes.

III. Improvements in Reinvestment Zone

Owner agrees to make the following Improvements in consideration for the Abatement set forth herein:

- A. The Company anticipates that it will [has commenced] commence turbine erection of the Los Vientos III, IV, & V Improvements on or about September 2014 and that the

Improvements will be completed on or about December 2017. The estimated appraised value of the Los Vientos III, IV, & V Wind Project upon completion is \$400 million minimum.

- B. Improvements also shall include any other property in the Reinvestment Zone owned by Owner and meeting the definition of “Eligible Property” that is used to produce wind power and perform other functions related to the production, distribution and transmission of electric power. The College agrees, without limitation, that the wind turbines, towers, transmission lines, substations, operations & maintenance buildings and other related materials and equipment affixed to the land will constitute Improvements under this Agreement.
- C. Owner shall complete construction of the Improvements no later than December 31, 2017.

IV. Term and Portion of Tax Abatement; Taxability of Property

- A. The College and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before and during the Term of this Agreement:
 - 1. Property not eligible for Abatement, or abated by the terms of this agreement, if any, shall be fully taxable at all times;
 - 2. Prior to commencement of the Abatement period designated in Paragraph IV(B), 100% of property taxes levied on the Certified Appraised Value of real and personal property owned by Owner and located in the Reinvestment Zone will be owed and payable by Owner;
 - 3. College property taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts provided for by Paragraph IV(B) below; and
 - 4. 100% of the Certified Appraised Value of Eligible Property existing in the Reinvestment Zone shall be fully taxable after expiration of the Abatement period designated in Paragraph IV(B), including during the remainder of the Term.
- B. The College and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all College property taxes as follows:
 - 1. There shall be granted and allowed hereunder to Company by the College a property tax abatement on the Property and Improvements constructed, expanded, or acquired hereunder on the Property at a rate of eighty-five percent (85%) for ten years, commencing on January 1 of the next tax year after the date that College Administrator (i.e. President) receives the Certificate of Completion for Los Vientos III, IV, & V Wind Project.

2. The foregoing percentage of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place in the Reinvestment Zone) are abated in the respective period designated above.
- C. A portion or all of the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.
 - D. As partial consideration for the granting of tax abatement in Paragraph IV (B) hereof, the Company agrees to make the following payments to the College. On December 31 of each year of the tax abatement for Los Vientos III, IV, & V Wind Project, the Company shall pay the College the following payments as annual payment in lieu of taxes:

Year 1- 10 - \$65,000

In the event the amounts due under this Paragraph IV(D) are not paid by December 31 of the year in which they are due, the College shall notify the Company that such payments are due and owing by January 15 of the following year. Delinquent payments shall accrue penalty and interest as provided in the Texas Tax Code commencing thirty days after receipt of notice of such delinquency from the College.

- E. Owner agrees that the Improvements described in Paragraph III hereof, once constructed, will remain in place until at least twenty (20) Calendar Years after the date the Certificate for such Improvements is provided to the College by the Owner (“Term”); provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date, as long as such replacement does not result in a reduction of the Certified Appraised Value of the Improvements. In the event that Owner removes Improvements (comprising in the aggregate not more than 10% of all Improvements), the Owner’s removal shall not be deemed a default under this Agreement if Owner pays to the College as liquidated damages for such removal from the Abatement in this Agreement, within thirty (30) days after demand, all taxes for such removed Improvements (which otherwise would have been paid to the College through the date of such removal without benefit of a tax abatement) with interest at the statutory rate under the Texas Tax Code, as amended, but without penalty. **IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), THE SOLE REMEDY OF THE COLLEGE, AND OWNER’S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COLLEGE THE FULL AMOUNT OF ACTUAL TAXES ABATED DURING THE YEAR OF THE DEFAULT UNDER THIS AGREEMENT. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.**

V. Representations

The College and Owner make the following respective representations:

- A. Owner represents and agrees that (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the Site; (ii) construction of the proposed Improvements described in Paragraph III will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's, its successors' and assigns' use of the property in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, (iv) all representations made in this Agreement and in the Application for Abatement, if any, are true and correct in all material respects to the best of Owner's knowledge, and (v) Owner will make required filings, if any, by Owner with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future.
- B. The College represents that (i) this Agreement has been entered into in accordance with Chapter 312 of the Texas Tax Code and the College Tax Abatement Guidelines and Criteria as both exist on the effective date of this Agreement; (ii) no interest in the Improvements or the land on which they are located is held or subleased by an officer of the College or a member of the College Board of Trustees, (iii) the property within the Reinvestment Zone is located within the legal boundaries of the College; and (iv) the College has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement.
- C. At least 24 hours prior to Owner issuing the press release relating to the Project announcing the commencement of commercial operation, Owner shall email or fax a copy of such press release to the College. The College shall maintain the confidentiality of any press release and shall not disclose any information in the press release until such time as such information is made public by Owner.
- D. Owner represents and agrees that, if built, the Project will (i) add at least Five Hundred Thousand Dollars (\$500,000.00) to the tax roll of Eligible Property, (ii) create no fewer than five (5) new, permanent, full-time jobs Starr County, and (iii) lead to a positive net economic benefit to Starr County of at least One Million Dollars (\$1,000,000.00) over the life of this Agreement, computed to include (but not limited to) new sustaining payroll and/or capital improvement.

VI. Access to and Inspection of Property by College Employees

- A. Owner shall allow the College employees or designees of the College access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner twenty-four (24) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.

- B. Owner shall, within ninety (90) days of the beginning of each Calendar Year, certify annually to the College its compliance with this Agreement by providing written testament to the same-to the College Board of Trustees.

VII. Default, Remedies and Limitation of Liability

- A. No party may terminate this Agreement unless (i) such party provides written notice in accordance with Paragraph X hereof (a “Notice”) to the other party specifying a material default in the performance of a material covenant or obligation under this Agreement and (ii) such failure is not (x) excused by the occurrence an event of Force Majeure or (y) cured by the other party within sixty (60) days after Notice thereof, or if such failure cannot be cured within a sixty (60)-day period, the other party shall have such additional time to cure such default as is reasonably necessary as long as such party has commenced remedial action to cure such failure and continued to diligently and timely pursue the completion of such remedial action. Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from a change in law, or a change in the interpretation or enforcement of law, by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to cure such default prepared by such defaulting party and delivered to the other party. If Owner believes that such termination was improper, Owner may file suit in the proper court challenging such termination. In the event of default which remains uncured after all applicable notice and cure periods, the College may pursue the remedies provided for in Paragraph VII(D) below or the preceding Paragraph IV(E), as applicable.
- B. The College shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure.
- C. The College shall notify Owner and any Owner lender of which the College has notice of any default in writing in the manner prescribed herein. All contact information for purposes of a notice of default shall be provided to the College Board of Trustees. The notice shall specify the basis for the declaration of default, and Owner shall have the periods of time specified above to cure any default. Any Owner lender of which the College has notice shall have the right to cure any defect or default, including any defect caused by an assignee or contractor of Owner, during the same cure periods provided for Owner under this Agreement.
- D. As required by section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement or if an Owner default remains uncured after all applicable notice and cure periods, the College shall be entitled to cancel the Agreement, and all future tax abatements under this Agreement shall be void.
- E. **LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE), RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH VII(D) OF THIS**

AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR IN PARAGRAPH IV(E) ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH IV(E), ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COLLEGE'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND THE COLLEGE AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE FROM OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

- F. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COLLEGE. FAILURE TO CURE THIS DEFAULT WITHIN SIXTY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND MAY INCLUDE RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the College, Starr County, or the State of Texas.

IX. Assignment of Agreement

- A. Owner may assign its rights and responsibilities hereunder; provided however, that Owner shall give College written notice prior to any such assignment.
- B. Any assignment of this Agreement shall require that all conditions and obligations in this Agreement shall apply to and be binding upon assignee. Upon such assignment and assumption, Owner shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations apply to the interest acquired by the assignee.
- C. No assignment shall be allowed if (a) the College has declared a default hereunder that has not been cured within all applicable notice and cure periods, or (b) the assignee is delinquent in the payment of any amount required under this Agreement or ad valorem taxes owed to the College or any other taxing jurisdiction in Starr County. The parties hereto agree that a transfer

of all or a portion of ownership interests in Owner to a third party shall not be considered an assignment under the terms of this Agreement and shall not require any consent of the College. However, Owner shall notify the College President at least 24 hours before the transfer of any ownership interest in Owner.

X. Notice

All notices, demands, or other communications of any type (collectively, “Notices”) given shall be given in accordance with this Paragraph. All Notices shall be in writing and delivered, by commercial delivery service, to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading; or by facsimile transmission. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile notice shall be effective upon receipt by the sender of an electronic confirmation. Regardless of the method of delivery, in no case shall notice be deemed delivered later than actual receipt. In the event of a notice of default given pursuant to Paragraph VII, such notice shall be given by at least two (2) methods of delivery and consistent with Paragraph VII(F). All Notices shall be mailed or delivered to the following addresses:

To the Owner:	Duke Energy Renewables Wind, LLC Graham Furlong, Development Executive 400 South Tryon St., Mail Code: NASCAR Charlotte, NC 28202-1007
With Copies to:	Duke Energy Renewables Wind, LLC Theodore D. Matula, Deputy General Counsel 2801 Via Fortuna, Suite 100 Austin, TX 78746-7568 Duke Energy Renewables Wind, LLC 550 South Tryon Street, Mail Code: DEC 41B Charlotte, NC 28202-1007 Attention: Property Tax
To the College:	South Texas College Board of Trustees 3201 West Pecan McAllen, TX 78501 Attention: Dr. Shirley Reed, President

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

XI. Severability

In the event any paragraph or other part of this Agreement is held invalid, illegal, factually insufficient, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas.

XIII. Amendment

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

XIV. Guidelines and Criteria

This Agreement is entered into by the parties consistent with the College Tax Abatement Guidelines and Criteria. To the extent the terms of the College Tax Abatement Guidelines and Criteria conflict with the terms of the Agreement, the terms of this Agreement prevails and to the extent this Agreement modifies any requirement or procedure set forth in the College Tax Abatement Guidelines and Criteria, those Guidelines and Criteria are deemed amended for purposes of this Agreement only.

XV. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreement between the College and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

XVI. Coordination of Local Hiring and Services

Owner shall use reasonable commercial efforts to maximize its use of Starr County labor and services and supplies purchased from Starr County businesses in the course of performing under this Agreement.

XVII. Provision of Health Insurance

As of the date this Agreement becomes effective, and until the earlier to occur of (i) the end of the tenth (10th) year of Abatement or (ii) the date this Agreement is terminated as provided herein, Owner shall provide health insurance to its full-time employees working in Starr County. Owner

also agrees to use commercially reasonable efforts to require that the prime engineering, procurement and construction contractor working on the Project provides health insurance to its full time employees.

(Signature Page Follows)

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the College as authorized by the College Board of Trustees and executed by the Owner on the respective dates shown below.

South Texas College

DATED: _____, 2015

South Texas College Board of Trustees

Mr. Roy de Leon, Chair

Dr. Alejo Salinas, Vice Chair

Attest:

Mr. Paul Rodriguez, Secretary

Duke Energy Renewables Wind, LLC

By: _____
Greg Wolf, President

Attachment A

Attached is the Resolution Designating Reinvestment Zone by Starr County Commissioners Court.

**A Resolution and Order Approving Designation of
Los Vientos Reinvestment Zone No. 1**

The Commissioners' Court of Starr County, Texas, meeting in regular session on July 8, 2013, considered the following resolution:


WHEREAS, Starr County Texas considered the creation of the Los Vientos Reinvestment Zone No. 1 (the "Zone");

WHEREAS, the County has determined that the designation of the Zone will contribute to the retention or expansion of primary employment and will attract major investment in the Zone that will benefit the Zone and will contribute to the economic development of the County;

BE IT ORDERED BY THE COMMISSIONERS' COURT OF STARR COUNTY, TEXAS AS FOLLOWS:

1. That the County designates the property located in Starr County, having the boundary description in Exhibit "A" and shown on the map in Exhibit B, both attached to this Order, as the Los Vientos Reinvestment Zone No. 1 ("the Zone"), under the Starr County Guidelines and Criteria for Granting Tax Abatements, having determined that the designation will contribute to the retention or expansion of primary employment and will attract major investment in the Zone and will contribute to the economic development of the County, and
2. That the County declare eligible for property tax abatement all property eligible for commercial-industrial development, now or thereafter located in that Zone as authorized by the Starr County Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones and Chapter 312 of the Texas Tax Code.
3. That the zone shall be called "Los Vientos Reinvestment Zone No. 1"

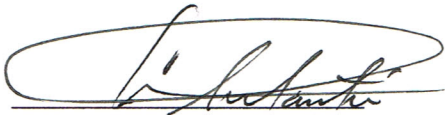
PASSED AND APPROVED at this public hearing of the Starr County Commissioners' Court, at which a quorum was present, on the 8th day of July, 2013.



Hon. Eloy Vera
County Judge

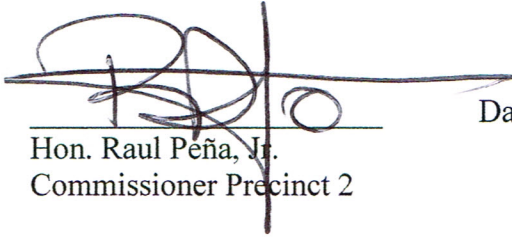
Date: 7/26/13

ORIGINAL



Date: 7/26/13

Hon. Abel Cantu
Commissioner Precinct 1



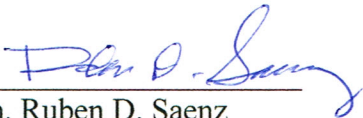
Date: 7/26/13

Hon. Raul Peña, Jr.
Commissioner Precinct 2



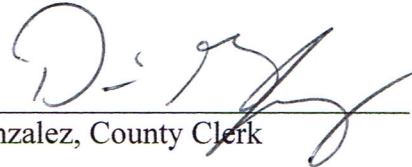
Date: 7/26/13

Hon. Eloy Garza
Commissioner Precinct 3



Date: 7/26/13

Hon. Ruben D. Saenz
Commissioner Precinct 4

ATTESTED: 
Dennis D. Gonzalez, County Clerk

Date: 7/26/13

ORIGINAL

**A Resolution and Order Approving Tax Abatement Agreement
Between DUKE ENERGY RENEWABLES WIND, LLC and SOUTH TEXAS COLLEGE
- Starr County, TX**

WHEREAS, Starr County, Texas (“the County”) designated the Los Vientos Reinvestment Zone No. 1 (“the Zone”) by order of the Commissioners’ Court of Starr County, Texas dated July 8th, 2013;

WHEREAS, Duke Energy Renewables Wind, LLC Contemplates making certain improvements to the real property located within the Zone consisting of a wind powered electric power generating facility (the “Wind Power Project”)

WHEREAS, a request for the tax abatement has been submitted with the College and that the request meets the requirements of the Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zone in the Starr County, Texas;

WHEREAS, the Board of Trustees of South Texas College has elected to become eligible to participate in tax abatements; and

WHEREAS, Duke Energy Renewables Wind, LLC and South Texas College have agreed upon the terms of a Tax Abatement Agreement;

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES of SOUTH TEXAS COLLEGE:

1. That the tax abatement agreement in substantially the form attached hereto as Exhibit A (“Tax Abatement Agreement”) and made a part hereof is hereby approved pursuant to the South Texas College Guidelines and Criteria for Granting Tax Abatements, and
2. That the Chairman of the Board and the Secretary of the Board are hereby authorized to enter into, Execute and deliver the Tax Abatement Agreement on behalf of South Texas College.

PASSED AND APPROVED at this public hearing of the Board of Trustees, at which a quorum was present, on the ____st day of May, 2015.

_____ Date: _____
Mr. Roy de León, Chairman

ATTESTED: _____ Date: _____
Mr. Paul Rodriguez, Secretary

Review and Recommend Action on Award of Student Insurance

Approval will be requested at the May 26, 2015 Board meeting to award the student insurance proposals for voluntary student accident insurance, voluntary student accident and sickness insurance, student/faculty medical professional liability insurance, and student accident insurance-workforce training programs as follows:

- **Voluntary Student Accident Insurance:**
Student Assurance Services, Inc./Columbian Life Insurance Company for the period beginning August 24, 2015 through August 23, 2016. The student accident insurance limit is \$25,000. **This is a voluntary product, so there is no cost to the College.**
- **Voluntary Student Accident and Sickness Insurance:**
Student Assurance Services/Nationwide Life Insurance Company for the period beginning August 24, 2015 through August 23, 2016. The basic accident and sickness coverage is unlimited in compliance with the Patient Protection and Affordable Care Act. **This is a voluntary product, so there is no cost to the College.**
- **Student/Faculty Medical Professional Liability Insurance:**
Affinity Insurance Services Inc. and C.N.A. American Casualty Company of Reading PA for the period beginning August 24, 2015 through August 23, 2016. **The premium is \$18,907 which is approximately \$10 per student.**
The recommendation is based on 1,890 students with limits of \$1,000,000 per occurrence/\$5,000,000 aggregate. **The cost for the medical professional liability insurance is paid by the students enrolled in the allied health and child development programs. The College and faculty are insured parties at no cost to the student or to the College.**
- **Student Accident Insurance – Workforce Training Programs:**
Student Assurance Services/Nationwide Life Insurance Company for the period beginning from August 24, 2015 through August 23, 2016. The student accident insurance limit is \$25,000. The annual premium is \$2,700.

The Workforce Training premium is based on 252 participants. These participants are enrolled in non-credit Continuing Education Training Programs such as Phlebotomy, Certified Nurse Assistant, Welding, Forklift Operator and Medical Office Clerk. The premium of \$2,700 includes all participants. **This cost is covered by Workforce Solutions Project Grow and Accelerate Texas grants and cash paying students.**

The request for proposals was advertised and issued to eight (8) vendors. Two (2) responses were received and reviewed by Mr. Raul Cabaza, III, Risk Management Consultant, Mrs. Mary Elizondo, Vice President for Finance and Administrative Services and the Purchasing Department.

The recommendation and spreadsheets provided by Mr. Raul Cabaza, III, follows in the packet for your information and review.

It is requested that the Finance and Human Resources Committee recommend for Board approval at the May 26, 2015 Board meeting, the proposal awards for voluntary student accident insurance, voluntary student accident and sickness insurance, student/faculty medical professional liability insurance, and student accident insurance-workforce training programs as presented.

SHEPARD WALTON KING
INSURANCE GROUP VALLEYWIDE

April 23, 2015

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

Re: Voluntary Student Accident Insurance RFP# 14-15-1059 (2015-2016)

Dear Ms. Elizondo:

One proposal was received from Student Assurance Services in response to your request for Voluntary Student Accident Insurance.

Voluntary Student Accident Insurance:

Student Assurance Services proposed renewal through the current carrier, Columbian Life Insurance Company on a Primary Basis for school time or 24-hour basis. The annual premium is \$75 for school time and \$160 on a 24-hour basis and includes an option for dental coverage.

Recommendation: Student Assurance Services for Voluntary Student Accident Insurance. This is a voluntary product so there is no budgetary impact to the college.

Please find spreadsheet attached for your review.

Sincerely,



Raul Cabaza, III, CIC
Managing Vice President

/crp
Enclosure

SOUTH TEXAS COLLEGE
Voluntary Student Accident Only Insurance - RFP #14-15-1059
2015-16

Voluntary Student Accident Insurance		
	Current Program	Proposed
Proposer:	Student Assurance Services, Inc.	Student Assurance Services, Inc.
Carrier:	Columbian Life Insurance Co.	Columbian Life Insurance Co.
Limits:	\$25,000 Maximum Medical Benefit	\$25,000 Maximum Medical Benefit
Type of Policy:	Primary Basis - will pay benefits regardless of Other Valid Coverage.	Primary Basis - will pay benefits regardless of Other Valid Coverage.
2000 packets for registration	Yes	Yes
School Time Rate (Annual Cost)	\$75 per student	\$75 per student
24-Hour Basis (Annual Cost)	\$160 per student	\$160 per student
Cost for extended dental	\$8	\$8
	Stand Alone covg. - Not available	Stand Alone covg. - Not available
All school sponsored activities?	Yes	Yes

SHEPARD WALTON KING

INSURANCE GROUP VALLEYWIDE

April 23, 2015

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

Re: Voluntary Student Accident and Sickness Insurance RFP# 14-15-1059 (2015-2016)

Dear Ms. Elizondo:

One proposal was received for Voluntary Student Accident and Sickness Insurance from Student Assurance Services.

Voluntary Student Accident and Sickness Insurance:

Student Assurance Services proposed renewal with the expiring carrier, Nationwide Life Insurance Company that includes, semester, trimester and annual terms. Coverage is secondary over any other insurance. This year, they have included a column with the premium that includes the mandated in-vitro fertilization coverage option.

Recommendation:

We recommend purchase of coverage from Student Assurance Services – Nationwide Life Insurance Company for Voluntary Student Accident and Sickness Insurance. This is a voluntary product so there is no budgetary impact to the college.

Please find spreadsheets attached for your review.

Sincerely,



Raul Cabaza, III, CIC
Managing Vice President

/crp
Enclosure

SOUTH TEXAS COLLEGE

Voluntary Student Insurance - RFP 14-15-1059 (2015-2016)

Voluntary Student Accident & Sickness Insurance - RATES					
Type of Policy:	Current Program		Proposed		
Proposer:	Student Assurance Services, Inc.		Student Assurance Services, Inc.		
Carrier:	Nationwide Life Insurance Company		Nationwide Life Insurance Company		
Limit: Basic Injury & Sickness Major Medical Benefits	Unlimited, per Affordable Care Act Requirements		Unlimited, per Affordable Care Act Requirements		
Coverage:	Secondary over any other insurance. (Standard coordination of benefits rules would apply)		Secondary over any other insurance. (Standard coordination of benefits rules would apply)		
Basis: (4 months) Trimester	Basis: (4 months) Trimester		Basis: (4 months) Trimester	No-TX In-Vitro Coverage	With TX Mandated In-vitro Fertilization
Student Only	Student Only - All Ages: \$	267	Student Only - All Ages: \$	305	340
Student & Spouse	Student + Spouse \$	1,015	Student + Spouse \$	610	680
Student, Spouse & Children	Student, Spouse & Children \$	1,264	Student, Spouse & Children		
			- 3 Lives \$	915	1020
			- 5 Lives \$	1,525	1700
Student & Children	Student & Children \$	876	Student & Children		
			- 2 Lives \$	610.00	680
			- 4 Lives \$	1,220.00	1360
Worldwide Coverage					
Basis: Semester (1/19/16 - 8/24/16)	Basis: Semester (1/19/16 - 8/24/16)		Basis: Semester (1/19/16 - 8/24/16)		
Student Only	Student Only - All Ages: \$	468	Student Only - All Ages: \$	545	607
Student & Spouse	Student + Spouse \$	1,781	Student + Spouse \$	1,090	1214
Student, Spouse & Children	Student, Spouse & Children \$	2,219	Student, Spouse & Children		
			- 3 Lives \$	1,635.00	1821
			- 5 Lives \$	2,725.00	3035
Student & Children	Student & Children \$	1,538	Student & Children		
			- 2 Lives \$	1,090	1214
			- 4 Lives \$	2,180	2428
Basis: Annual	Basis: Annual		Basis: Annual		
Student Only	Student Only - All Ages: \$	769	Student Only - All Ages: \$	915	1020
Student & Spouse	Student & Spouse \$	2,924	Student + Spouse \$	1,830	2040
Student Spouse & Children	Student, Spouse & Children \$	3,643	Student, Spouse & Children		
			- 3 Lives \$	2,745.00	3060
			- 5 Lives \$	4,575.00	5100
Student & Children	Student & Children \$	2,525	Student & Children		
			- 2 Lives \$	1,830.00	2040
			- 4 Lives \$	3,660.00	4080

SCHEDULE OF BENEFITS

Carrier:	Nationwide Life Insurance Co.	Nationwide Life Insurance Co.
Coinsurance:	60% of Preferred Allowance (PA); 100% after Out-of-Pocket met	60% of Preferred Allowance (PA); 100% after Out-of-Pocket met
Out-of Pocket (OOP) Max. per Pol Year	\$6,350 per person	\$6350 per person
Deductible per person per Accident or Sickness	\$100	\$100
Hospital Inpatient:		
1. Room & Board: (Semi-Pvt room rate)	60% of R&C	60% of R&C
2. Intensive Care	60% of R&C	60% of R&C
3. Hospital Miscellaneous	60% of R&C after a \$1000 additional deductible	60% of R&C after a \$1000 additional deductible
4. Routine Newborn Care	Paid as any other Sickness	Paid as any other Sickness
5. Physician Visits (1 visit per day) 10 per conf.	60% of R&C	60% of R&C
6. Private Duty Nurse - req by attending Phys.	60% of R&C	60% of R&C
7. Pre-admission Testing	60% of R&C (within 3 working days of admission)	60% of R&C (within 3 working days of admission)
Surgery Benefits (Inpatient & Outpatient)		
6. Surgeon's Fees	60% of R&C	60% of R&C
7. Assistant Surgeon	25% of Surgeon's Fees	25% of Surgeon's Fees
8. Anesthetist:	25% of Surgeon's Fees	25% of Surgeon's Fees

SOUTH TEXAS COLLEGE

Voluntary Student Insurance - RFP 14-15-1059 (2015-2016)

Voluntary Student Accident & Sickness Insurance		
SCHEDULE OF BENEFITS (Continued)		
	Nationwide Life Insurance Co.	Nationwide Life Insurance Co.
Outpatient		
9. Wellness/Preventive & Immunizations	100% of R&C (waiver of Plan ded. & co-pays)	100% of R&C (waiver of Plan ded. & co-pays)
10. Outpatient Surgical Misc.	60% of R&C after a \$1000 additional deductible and \$1,000 copay per admission.	60% of R&C after a \$1000 additional deductible and \$1,000 copay per admission.
11. Physician's Office Visits:	60% of R&C after a \$50 copay per visit	60% of R&C after a \$50 copay per visit
12. Imaging, X rays & Laboratory	60% of R&C	60% of R&C
13. PET Scan, CT Scan and MRI	60% of R&C, after a \$500 additional Deductible	60% of R&C, after a \$500 additional Deductible
14. Anesthetist:	See Surgery Benefits (Inpatient & Outpatient)	See Surgery Benefits (Inpatient & Outpatient)
15. Chemotherapy and Radiation Therapy	60% of R&C	60% of R&C
16. Rehabilitation Svc (Physical & Chiropractic):	60% of R&C	60% of R&C
17. Medical Emergency Room	60% of R&C after a \$250 additional deductible, waived if admitted.	60% of R&C after a \$250 additional deductible, waived if admitted.
18. Urgent Care Facility	60% of R&C. In network benefit is payable after \$250 copay per visit.	60% of R&C. In network benefit is payable after \$250 copay per visit.
Other Services (Inpatient & Outpatient)		
19. Prescription Drugs:	\$25 copay for Generic Brand (Tier 1); \$0 copay for Generic Contraceptives; \$50 copay for Formulary Brand Drugs (Tier 2)	\$25 copay for Generic Brand (Tier 1); \$0 copay for Generic Contraceptives; \$50 copay for Formulary Brand Drugs (Tier 2)
20. Emergency Medical Transportation Services	60% of R&C	60% of R&C
21. Durable Medical Equipment	60% of R&C after a \$100 additional deductible per Rx	60% of R&C after a \$100 additional deductible per Rx
22. Maternity Services)	Paid as any other Sickness	Paid as any other Sickness
23. Dental Injury-Sound, Natural Teeth only	Actual charge - Max. of \$250 per Policy Year	Actual charge - Max. of \$250 per Policy Year
24. Out of Country Coverage-outside of USA	60% of R&C if not covered by any other coverage up to a maximum benefit of \$20,000	Emergency - Same as covered in the USA; Non-Emergency-Same as covered in US \$20,000Maximum
25. Mental Health/Alcoholism/Drug Abuse	Paid as any other Sickness	Paid as any other Sickness
26. Accidental Death & Dismemberment	No Benefits	No Benefits
Mandated Benefits (are included per State Requirements)		
In-Vitro Fertilization	Same as pregnancy related serv Addnl Premium:	Included per State Requirements (see Rate Options)
	Student \$ 75	
	Spouse \$ 300	
Loss of Impairment of Speech or Hearing	Subject to coinsurance; copays, policy deductibles:	No Benefits - not a State Mandated requirement
	Student \$ 5	
	Student + Spouse \$ 20	
	Student +Child \$ 13	
	Student + Children \$ 17	
	Student+ Family \$ 25	
Notes:		
1. All in-force co-pays and deductibles apply		
2. Intercollegiate Sports are Excluded.		
3. Age-banded rates are no longer allowed under ACA.		
4. International student enrolled in non-credit bearing classes are ineligible to purchase the Insurance Plan.		

SHEPARD WALTON KING

INSURANCE GROUP VALLEYWIDE

April 23, 2015

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

Re: Medical Professional Liability RFP# 14-15-1059 (2015-2016)

Dear Ms. Elizondo:

One proposal was received for Professional Liability coverage

Medical Professional Liability Insurance:

Affinity Insurance Services, Inc. offered renewal terms through the current carrier, C.N.A. American Casualty Company of Reading PA with the following options:

Limits: \$1,000,000/\$5,000,000

Premium: \$18,907

Premium Basis: 1,890 students

Coverage Highlights:

Occurrence Form

Insured includes the College and faculty

Defense Costs (Legal Representation) – Outside the Liability Limits

Recommendation:

Affinity Insurance Services and C.N.A. American Casualty Company are recommended at an annual cost of \$18,907.

Please find spreadsheet attached for your review.

Sincerely,



Raul Cabaza, III, CIC
Managing Vice President

/crp

Enclosure

SOUTH TEXAS COLLEGE
Student Insurance 2015-16

Student/Faculty Medical Professional Liability			
Type of Policy:	Limits/ Deductibles Desired	Company	Company
		<i>Current Program</i>	Recommended Program
		<i>Expiring Terms</i>	Renewal Terms
Proposer:		<i>Affinity Ins Services</i>	Affinity Ins Services
Carrier:		<i>C.N.A. American Casualty Company of Reading, PA Best Rated: A XV</i>	C.N.A. American Casualty Company of Reading, PA Best Rated A XV
Coverage Form:		<i>Occurrence</i>	Occurrence
Limit Per Occurrence:	\$1,000,000	<i>\$1,000,000</i>	\$1,000,000
Aggregate Limit:	\$3,000,000 or \$5,000,000	<i>\$5,000,000</i>	\$5,000,000
Defense Costs:	Outside the Limits	<i>Outside the Limits</i>	Outside the Limits
Deductible:		<i>None</i>	None
Annual Premium:		<i>\$17,666</i>	\$18,907
Rate per Student:		<i>1,766 students/ Approx. \$10 per participant (Reflects 25% discount)</i>	1,890students/Approx. \$10 per participant (Reflects 25% discount)

SHEPARD WALTON KING

INSURANCE GROUP VALLEYWIDE

April 23, 2015

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

Re: Workforce Training Programs Student Accident Insurance RFP# 14-15-1059
(2015-2016)

Dear Ms. Elizondo:

One proposal was received from Student Assurance Services.

Workforce Training Program - Student Accident Insurance:

Student Assurance Services proposed renewal through the current carrier, Nationwide Life Insurance Company on an Excess Basis for students participating in Workforce related programs.

Accident Medical Expense Limit: \$25,000 Premium: \$2,700
Basis: 252 Participants

Recommendation:

Student Assurance Services and Nationwide Life Insurance Company for Workforce Training Student Accident Insurance are recommended.

Please find spreadsheet attached for your review.

Sincerely,



Raul Cabaza, III, CIC
Managing Vice President

/crp
Enclosure

**SOUTH TEXAS COLLEGE
2015-2016**

Workforce Training Programs - Student Accident Insurance		
Type of Policy:	Current Program Limits/Deductibles	Student Assurance Services
Carrier:	Nationwide Life Ins. Co.A4	Nationwide Life Ins. Co.
WTS - Trade Students - Group Premium:	\$2,700	\$2,700
Basis:	344	252
Schedule of Benefits - Accidental Medical		
Accident Medical Expense (AME); Aggregate Maximum	\$25,000 - Excess basis	\$25,000 - Excess basis
Type of Policy:	Secondary to any other Insurance	Secondary to any other insurance.
Deductible Amount:	\$0	-0-
Benefit Period:	52 weeks	52 weeks
As Hospital Inpatient:		
1. Hospital Room & Board (incl ICU)	R&C, up to semi-pvt room rate	R&C, Semi Pvt Room rate
2. Hospital Miscellaneous Inpatient	R&C	R&C
3. Surgeon's Fees (based on FAIR Health Inc Survey)	R&C	R&C
4. Assistant Surgeon	25% of Surgeon's Fees	25% of Surgeon's Fees
5. Anesthetist	25% of Surgeon's Fees	25% of Surgeon's Fees
6. Private Duty Nurse	R&C	R&C
7. Physicians Non-Surgical Visits	1 a day/ R&C, incl Consultant Physician	1 a day/ R&C, incl Consultant Physician
8. Rehabilitation Services	R&C (1 visit per day)	R&C (1 visit per day)
9. Radiology	R&C	R&C
As Outpatient:		
1. Hospital Outpatient Surgical Miscellaneous	R&C	R&C
2. Surgeon's Fees	R&C (based on FAIR health, Inc. Survey)	R&C (based on FAIR health, Inc. Survey)
3. Assistant Surgeon	25% of Surgeon's Fees	25% of Surgeon's Fees
4. Anesthetist	25% of Surgeon's Fees	25% of Surgeon's Fees
5. Physician Non-Surgical Visits	1 a day/R&C, incl Consultant Physician	1 a day/R&C, incl Consultant Physician
6. Outpatient Diagnostic X-rays & Lab Services (Includes CAT Scans & MRI)	R&C	R&C
7. Rehabilitation Services (1 visit a day)	R&C (1 visit per day)	R&C (1 visit per day)
8. Hospital Emergency Room	R&C	R&C
8. Urgent Care Facility	R&C	R&C
9. Injections	R&C	R&C
9. Prescription Drugs	R&C, up to \$50 per injury	R&C, up to \$50
Other:		
1. Ambulance Service	R&C, up to \$250	R&C, up to \$250
2. X-ray & Treatment of Dental Injury to sound, natural teeth	R&C	R&C
3. Durable Medical Equipment (with written Rx)	R&C	R&C
4. Motor vehicle Injury	R&C	R&C

R&C means Reasonable & Customary

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 May 26, 2015 Board meeting as follows:

- A. Awards
- B. Advertising or Memberships
- C. Furniture
- D. Instructional Items
- E. Police Department Items
- F. Technology Items

A. Awards

1) Active Learning Training Classrooms Audiovisual Project (Award)

Award the proposal for the active learning training classrooms audiovisual project to Audio Visual Aids Corp (San Antonio, TX) at a total cost of \$71,793.00.

The active learning training classrooms audiovisual project will be upgrading five (5) existing traditional classrooms equipment throughout the district which are being converted into active learning classrooms. Active Learning classrooms will allow students to participate in engaging, group-structured learning, which research studies have shown to positively impact study success.

The audiovisual equipment for the active learning classrooms is also to satisfy the requirements of the HSI grant, awarded in October 2014. The five (5) Tier I Active Learning Classrooms installation will take place in Summer 2015 to prepare the rooms for usage beginning in Fall 2015.

Proposal documents were advertised on April 7, 2015 and April 14, 2015 and issued to five (5) vendors. One (1) response was received on April 23, 2015 and was reviewed by Instructional Technologies and the Purchasing Department.

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

2) Audio Visual Equipment and Parts III (Award)

Award the proposal for audio visual equipment and parts III to Audio Visual Aids Corp (San Antonio, TX) at a total cost of \$13,335.00.

The Office of Human Resources currently installed analog equipment in two (2) training rooms and one (1) conference room is experiencing connectivity issues and lacks the ability to support current technologies. This upgrade will replace the older analog audiovisual infrastructure with an up-to-date digital infrastructure capable of supporting these newer technologies. Existing equipment is currently out of warranty.

Proposal documents were advertised on March 30, 2015 and April 6, 2015 and issued to seven (7) vendors. Two (2) responses were received on April 16, 2015 and were reviewed by Instructional Technologies and the Purchasing Department.

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

3) Audio Visual Equipment and Parts IV (Award)

Award the proposal for audio visual equipment and parts IV to Audio Visual Aids Corp (San Antonio, TX) at a total cost of \$28,072.50.

The currently installed audio visual equipment at the Pecan Campus Building H Room 216 (multipurpose meeting room) ranges in age from 5 to 7 years and is experiencing connectivity issues and lacks the ability to support current technologies such as streaming and recording for archiving. This upgrade will replace the older analog audio visual infrastructure with an up-to-date digital infrastructure capable of supporting these newer technologies. Existing equipment is currently out of warranty.

Proposal documents were advertised on April 7, 2015 and April 14, 2015 and issued to five (5) vendors. Three (3) responses were received on April 22, 2015 and were reviewed by Instructional Technologies and the Purchasing Department.

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

4) Audio Visual Equipment and Parts V (Award)

Award the proposal for the audio visual equipment and parts V to Pro SVL, Inc. (Pensacola, FL) at a total cost of \$64,200.18.

Library Services is moving forward to provide collaborative experiences in twelve (12) study rooms districtwide. This implementation includes collaborative tables, displays and group services. It will also include technology that supports the “bring-your-own-device” concept by providing connections for various technologies to allow for collaboration in student group projects.

Proposal documents were advertised on April 7, 2015 and April 14, 2015 and issued to five (5) vendors. Four (4) responses were received on April 22, 2015 and were reviewed by Instructional Technologies and the Purchasing Department.

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

5) Mid Valley Campus Analog to Digital Audiovisual Upgrade (Award)

Award the proposal for the Mid Valley Campus analog to digital audiovisual upgrade to Audio Visual Aids Corp (San Antonio, TX) at a total cost of \$102,542.00.

The currently installed audiovisual equipment ranges in age from 7 to 12 years and is experiencing connectivity issues and lacks the ability to support current technologies. This

upgrade will replace the older analog audiovisual infrastructure with an up-to-date digital infrastructure capable of supporting these newer technologies. Existing equipment is currently out of warranty.

Proposal documents were advertised on April 7, 2015 and April 14, 2015 and issued to five (5) vendors. One (1) response was received on April 22, 2015 and was reviewed by Instructional Technologies and the Purchasing Department.

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

6) Portable Stream/Record Device (Award)

Award the proposal for the portable stream/record device to Audio Visual Aids Corp (San Antonio, TX) at a total cost of \$34,082.00.

The portable stream/record device is needed to support the increasing number of special events requesting live streaming and recording of events districtwide. It provided one-way broadcasting of live South Texas College events at multiple locations which can be viewed with multiple sources all on one screen (i.e.: graduation, board meetings, committee meetings, conferences and community events).

Proposal documents were advertised on April 7, 2015 and April 14, 2015 and issued to five (5) vendors. Three (3) responses were received on April 22, 2015 and were reviewed by Instructional Technologies and the Purchasing Department.

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

7) Preferred Private Lender List (Award)

Award the proposal for the preferred private lender list to SallieMae (Brownsville, TX) for the period beginning July 25, 2015 through July 24, 2016 with two one-year options to renew, at no cost to the College.

The preferred private lender will provide a loan option to South Texas College students needing additional financial aid assistance or receiving minimal financial aid assistance.

Proposal documents were advertised on April 7, 2015 and April 14, 2015 and issued to ten (10) vendors. One (1) response was received on April 28, 2015 and was reviewed by the Office of Financial Aid and the Purchasing Department.

8) Projector Replacement Project (Award)

Award the proposal for the projector replacement project to Audio Visual Aids Corp (San Antonio, TX) at a total cost of \$169,620.00.

The projector replacement project will include eighty-eight (88) projectors districtwide to be replaced which is 20% of the classroom projectors that are no longer under warranty and

are performing below acceptable levels based on performance testing. This is part of the institution's annual equipment replacement cycle.

Proposal documents were advertised on April 7, 2015 and April 14, 2015 and issued to five (5) vendors. One (1) response was received on April 22, 2015 and was reviewed by Instructional Technologies and the Purchasing Department.

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

9) Temporary Personnel Services (Award)

Award the proposal for temporary personnel services for a contract period of June 1, 2015 through May 31, 2016 with two one-year annual renewal options, at an estimated cost of \$475,000.00. The qualified vendors that submitted a proposal are:

- Express Employment Professionals (McAllen, TX)
- Extra Extra, Inc. (Weslaco, TX)
- Kelly Services, Inc. (McAllen, TX)
- Manpower US, Inc. (McAllen, TX)
- One Stop Staffing, LLC. (Harlingen, TX)
- R & D Contracting, Inc. (McAllen, TX)
- Select Staff (Edinburg, TX)
- Spherion Staffing, LLC. (Atlanta, GA)
- Temps Plus Staffing Service (McAllen, TX)
- Texas Staffing Pros, LLC. (McAllen, TX)

The proposals were reviewed to ensure compliance with South Texas College's requirements that the agencies provide documentation of their liability and worker's compensation coverage. Additionally, South Texas College requested that the agency prescreen prospective employees and make this information available to the College. All agencies submitting proposals were in compliance with these requirements.

Proposal documents were advertised on March 16, 2015 and March 23, 2015 and issued to fourteen (14) vendors. Eleven (11) responses were received on March 31, 2015 and were reviewed by Human Resources and the Purchasing Department. One proposal was received incomplete.

Funds for this expenditure are budgeted in the requesting Department's budget for FY 2014-2015 and FY 2015-2016 pending Board approval of the budget.

B. Advertising or Memberships

10) Advertising Agreements (Purchase)

Purchase advertising agreements at a total cost of \$104,802.23 with the following sole source vendors:

- The Lamar Companies (San Benito, TX).....\$64,230.00
⇒ Summer 2015 outdoor advertising will include traditional billboards in addition to digital billboards in the Rio Grande Valley and surrounding areas for the period of June 8, 2015 through August 30, 2015.
- Richards/Carlberg (Dallas, TX).....\$40,572.23
⇒ Provide rebranding video, rebranding radio, voiceover talent casting, and voiceover talent fee services for the period of November 1, 2014 through February 28, 2015.

The advertising agreements for billboards will help reach all demographics and targets and is the most efficient media due to the high number of impressions. It is also a media that cannot be deleted or skipped. Our developed strategy includes eight (8) billboards and three (3) digital boards for strong coverage across both counties. We have secured high profile boards that are easily seen from major highways. We plan to rotate board locations every four (4) weeks to reach new audiences each month. The inclusion of digital billboards will allow us to schedule and change messaging frequently.

The work with Richards/Carlberg includes expenses not covered within our original scope of service. We did foresee needing these elements but at the time of the original scope of service we are still in the campaign development phase and could not estimate fees accurately. These creative elements were vital to our rebranding campaign and were not able to be designed in-house.

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

11) Digital Advertising Agreements (Purchase)

Purchase digital advertising agreement for the period beginning June 1, 2015 through August 23, 2015 at a total cost of \$60,000.00 with the following sole source vendors:

- Google, Inc. (Mountain View, CA).....\$35,000.00
⇒ Summer 2015 Advertising Campaign with impressions on YouTube and various other displays and search areas.
- Millennial Media, Inc. (Baltimore, MD).....\$25,000.00
⇒ Summer 2015 Advertising Campaign through use of digital advertising and data platform through mobile-enabled devices.

Media consumption continues to move away from traditional media and into digital devices. This is especially true for the teenage and millennial targets. For example, 60% of high school students find information on colleges through a mobile device. Our strategy involves selecting a rich mix of digital devices to maximize impressions and potential reach for enrollment, for example desktop, mobile, tablet, social media, cost-per-click search, video, audio streaming. We will direct students to the South Texas College landing page to complete the form and ultimately enroll. We will utilize an ad tracker to report on impressions, clicks and conversions.

Google will allow us to leverage its search network, display network, and YouTube. Our strategy is to reach all users who are actively searching for South Texas College information, general college details or other higher education. We will utilize a cost-per-click model-only pay when someone clicks on the ad. We will connect the South Texas College google analytics account with the cost-per-click search campaign for tracking and utilize 90 word ads which can include enrollment information and other key deadlines.

Recent media consumption surveys with our students show that YouTube is the top rated delivery channel for students. YouTube allows us to target prospective students (A16-19, A20-40, Parents 35+). We will use a 0:15 video as a pre-roll to reach targets when they are watching videos on the site. We will target based on location, age, and interests.

Millennial Media is a mobile ad and app network. They allow us to behaviorally target prospective students based on their location, preferences, and other demographics. With many of our students accessing the web on mobile devices it is important to leverage mobile networks.

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

12) Institutional Membership – CCCSE (Renewal)

Renew the institutional membership – CCCSE with The University of Texas at Austin (Austin, TX), a sole source vendor, for the period beginning September 1, 2014 through August 31, 2015 at a total cost of \$11,820.00.

The institutional membership provides participation in the Center for Community College Student Engagement (CCCSE) Sense survey which helps institutions focus on good educational practices and identify areas in which they can improve their programs and services for students. The survey asks about institutional practices and student behaviors that are highly correlated with student learning and retention.

Funds for this expenditure are budgeted in the Research and Analytical Services budget for FY 2014-2015.

13) Radio Advertising Agreements (Purchase)

Purchase radio advertising agreements for the period beginning May 4, 2015 through August 23, 2015 at a total cost of \$61,800.00 with the following sole source vendors:

- Pandora Media, Inc. (Oakland, CA).....\$41,800.00
⇒ Period: May 4, 2015 – August 23, 2015
- Total Traffic + Weather Network (San Antonio, TX).....\$20,000.00
⇒ Period: May 4, 2015 – August 21, 2015

Pandora continues to be the top rated digital streaming service among our students. We have had great success with our campaigns in the past and will continue through the summer months. Pandora allows us to reach potential students when they are listening to

their favorite music either on the desktop or mobile. We will buy a mix of audio, display and video adds and run two (2) separate campaigns: one aimed at younger students and one at slightly older. We will also segment different music genres in order to optimize based on music preference.

Total Traffic and Weather Network will be utilized for terrestrial radio. They will allow us to broadcast on seven (7) local, top-rated stations during peak listening hours (Monday - Friday; 6am - 8pm). Due to many students waiting until the last minute to register, traffic will be used as a reminder about upcoming deadlines. The network also provides the flexibility to update copy and complements the billboard campaign by reaching those in their cars (see a billboard, hear traffic radio).

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

C. Furniture

14) Furniture (Purchase)

Purchase furniture from the State of Texas Multiple Award Schedule (TXMAS), U. S. Communities and Provista approved vendors, at a total amount of \$240,082.54.

#	Vendor	Amount
A	Allsteel, Inc. / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$2,139.90
B	Bretford Manufacturing / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$24,520.79
C	Computer Comforts, Inc. (Kemah, TX)	\$16,337.82
D	Cramer, LLC. / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$56,184.51
E	Datum Filing Systems, Inc. / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$1,977.13
F	Exemplis Corporation / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$7,706.60
G	Herman Miller / Workplace Resources (San Antonio, TX)	\$11,688.94
H	The Hon Company / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$4,414.07
I	Krueger International / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$90,499.04
J	National Office Furniture / Workplace Resources (San Antonio, TX)	\$24,613.74
	Total	\$240,082.54

The purchases can be summarized as follows:

- A. Allsteel, Inc./Gateway Printing and Office Supply, Inc. (Edinburg, TX)
 - ⇒ Mid Valley Campus
 - ⇒ 1 Table for the Active Learning Classrooms
 - ⇒ Nursing Allied Health Campus
 - ⇒ 1 Table for the Active Learning Classrooms
 - ⇒ Pecan Campus
 - ⇒ 2 Tables for the Active Learning Classrooms
 - ⇒ Starr Campus
 - ⇒ 1 Table for the Active Learning Classrooms
 - ⇒ Technology Campus
 - ⇒ 1 Table for the Active Learning Classrooms
- B. Bretford Manufacturing/Gateway Printing and Office Supply, Inc. (Edinburg, TX)
 - ⇒ Mid Valley Campus
 - 32 Computer Tables for the Quality Enhancement Plan Lab
- C. Computer Comforts, Inc. (Kemah, TX)
 - ⇒ Mid Valley Campus
 - ⇒ 2 Tables for the Instructional Resource Open Lab
 - ⇒ 1 Podium for the Quality Enhancement Plan Lab
 - ⇒ Nursing Allied Health Campus
 - ⇒ 4 Tables for the Instructional Resource Open Lab
 - ⇒ Pecan Campus
 - ⇒ 4 Tables for the Instructional Resource Open Lab
 - ⇒ 2 Podiums for Instructional Technologies
 - ⇒ Starr Campus
 - ⇒ 1 Table for the Instructional Resource Open Lab
 - ⇒ Technology Campus
 - ⇒ 1 Table for the Instructional Resource Open Lab
- D. Cramer, LLC./Gateway Printing and Office Supply, Inc. (Edinburg, TX)
 - ⇒ Mid Valley Campus
 - ⇒ 50 Lab Stools for the Science Labs
 - ⇒ Pecan Campus
 - ⇒ 50 Lab Stools for the Science Labs
 - ⇒ Starr Campus
 - ⇒ 50 Lab Stools for the Science Labs
- E. Datum Filing Systems, Inc./Gateway Printing and Office Supply, Inc. (Edinburg, TX)
 - ⇒ Pecan Campus
 - ⇒ 6 Shelves for the Business Office
- F. Exemplis Corporation/Gateway Printing and Office Supply, Inc. (Edinburg, TX)
 - ⇒ Pecan Campus

- ⇒ 7 Chairs for the Internal Audits and Accountability and Management Services Departments
- ⇒ 10 Chairs for Instructional Technologies
- ⇒ 1 Chair for the Office of Strategic Initiative
- ⇒ Pharr Teaching Center
 - ⇒ 4 Chairs for the Pharr Teaching Center
- G. Herman Miller/Workplace Resources (San Antonio, TX)
 - ⇒ Pecan Campus
 - ⇒ 10 Lounge Chairs and 6 Chairs for the Library
- H. The HON Company/Gateway Printing and Office Supply, Inc. (Edinburg, TX)
 - ⇒ Mid Valley Campus
 - ⇒ 1 Vertical File for the Mathematics Department
 - ⇒ Pecan Campus
 - ⇒ 1 Storage Cabinet for the Art Department
 - ⇒ 2 Vertical Files and 2 Bookcases for the Internal Audits and Accountability and Management Services Departments
 - ⇒ 1 Lateral File for Human Resources
 - ⇒ 1 Vertical File and 1 Bookcase for the Office of Strategic Initiatives
 - ⇒ Pharr Teaching Center
 - ⇒ 4 Vertical Files and 2 Bookcases for the Pharr Teaching Center
- I. Krueger International, Inc./Gateway Printing and Office Supply, Inc. (Edinburg, TX)
 - ⇒ Mid Valley Campus
 - ⇒ 32 Chairs for the Quality Enhancement Plan Lab
 - Pecan Campus
 - ⇒ 77 Chairs for Instructional Resources Open Lab
 - ⇒ 1 Round Table for Human Resources
 - ⇒ 8 Tables and 16 Chairs for Professional & Organizational Development Department
 - ⇒ 10 Workstations and 6 Tables for Instructional Technologies
 - ⇒ 4 Cubicles, 2 Desks and 5 Chairs for the Internal Audits and Accountability and Management Services Departments
 - ⇒ 1 Desk and 1 Chair for the Office of Strategic Initiatives
 - ⇒ Pharr Teaching Center
 - ⇒ 4 Desks, 1 Table and 10 Chairs for the Pharr Testing Center
- J. National Office Furniture / Workplace Resources (San Antonio, TX)
 - ⇒ Pecan Campus
 - ⇒ 18 Lounge Sofas and Tables for the Library

Funds for these expenditures are budgeted in the requesting department budgets for FY 2014-2015 as follows: Accountability Services, Art, Business Office, Division of Business & Technology, Finance and Administrative Services, Grant Compliance,

Instructional Technologies Maintenance & Replacement, Instructional Resources Open Lab, Instructional Technologies, Library Services, Mathematics, New Furniture, Office of Strategic Initiatives, Professional & Organizational Development and Quality Enhancement Plan.

K. Instructional Items

15) Ambulance (Purchase)

Purchase an ambulance from The Phoenix Group Emergency Vehicles (Waxahachie, TX), a Houston Galveston Area Council (HGAC) approved vendor, at a total cost of \$87,188.39.

The ambulance will be used in supervised training of students enrolled in the Emergency Medical Technology (EMT) Program in the Division of Nursing and Allied Health. The ambulance will enhance the level of quality training EMT program students receive by supporting their experience and contextual learning opportunities.

This program utilizes a method of instruction that provides detailed education in numerous areas of Pre-Hospital Emergency situations. Within this training, the instructors incorporate work-based experience, direct patient/client care and critical thinking scenario-based situations both in lab and at clinical sites. Specific detailed learning objectives are developed for each course by the faculty and are approved by the Medical Director of the program.

The fully-equipped ambulance will allow the students to apply the theory, concept, and skills involving specialized materials, equipment, procedures, regulations, laws, and interactions within and among other emergency responders and/or response systems. This will cultivate the political, economic, environmental, social, and legal systems associated with the practices, interpersonal, and teamwork skills required to communicate in the applicable language of the occupation and the business or industry. Student access to this ambulance will truly allow students to have “hands-on” experience, better preparing them for real-life medical emergencies.

Funds for this expenditure are budgeted in the Jobs and Education for Texans (JET) grant budget for FY 2014-2015.

16) Instructional Musical Instrument (Purchase)

Purchase an instructional musical instrument from Steve Weiss Music (Willow Grove, PA), a Texas Association of School Boards – Buyboard approved vendor, at a total cost of \$17,498.00.

The marimba, a musical instrument will be used for student instruction in the Music Program in the Division of Liberal Arts and Social Sciences. It will provide the growing program with the equipment needed for percussion students preparing for a professional music career. The high quality instrument is needed for students to practice on to prepare for their concerts or studio sessions each semester as a required part of the program.

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

17) Instructional Software (Purchase)

Purchase instructional software from Waters Technologies Corporation/dba Waters Corporation (Milford, MA), a State of Texas Multiple Award Schedule (TXMAS) approved vendor, at a total cost of \$14,561.95.

The instructional software will be used for student instruction in the Chemistry program in the Division of Math and Science. It will upgrade the Empower 3 software that is currently used to provide customizable data reports and integrated custom calculations from the High-Performance Liquid chromatography system in Organic Chemistry classes and labs.

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

18) Instructional Tool Sets (Purchase)

Purchase instructional tool sets from Snap-On Industrial (Crystal Lake, IL), a State of Texas Multiple Award Schedule (TXMAS) approved vendor, at a total cost of \$15,489.02.

The instructional tool sets will be used for student instruction in the Diesel Technology program in the Division of Technology. It will provide students with the knowledge required on how to use the tools and be familiar with the tools as they train on brake systems, power train systems, hydraulic systems and electrical systems of trucks and heavy equipment.

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

19) Language Learning Lab Hardware (Purchase)

Purchase language learning lab hardware from Teaching Systems, Inc. (Arlington, TX), a Harris County Department of Education – Choice Partner approved vendor, at a total cost of \$23,617.00.

The language learning lab hardware will be used for student instruction in the Sign Language Program in the Division of Liberal Arts. The College currently owns the software program that will be used with the hardware which includes recorder, camera, camera stand, headset, etc. It will improve the students listening skills to be able to sign.

Funds for this expenditure are budgeted in the Sign Language AAS budget for FY 2014-2015.

20) Spectrometer (Purchase)

Purchase a spectrometer from Magritek, Inc. (Chicago, IL), a sole source vendor, at a total cost of \$98,559.00.

The spectrometer will be used for student instruction in the Chemistry program in the Division of Math and Sciences. The spectrometer is used to determine the physical and chemical properties of atoms or molecules. It will be used primarily in the Organic Chemistry classes to allow students to identify compounds and their purity in a solution from experiments conducted. It also helps students determine the level of completion of a chemical reaction.

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

21) Three Dimensional Printer (Purchase)

Purchase a three dimensional printer from Teaching Systems, Inc. (Arlington, TX), a Harris County Department of Education - Choice Partner approved vendor, at a total cost of \$44,576.15.

The three dimensional printer will be used for student instruction in the Computer Aided Drafting and Design (CADD) program in the Division of Technology.

The CADD program trains students in the latest software and technologies in the Architectural, Civil Engineering and Graphics Visualization fields. In the fast developing new technologies in the design and building industry, it is essential to train our students to be able to design and create 3D models of buildings, bridges and other structures, or parts of structures.

In addition, other elements may need to be drawn and produced in 3D in order for students to be able to assemble, improve design and solve different types of architectural, engineering and presentational problems and challenges. The advisory committee members and employers in our area recommend us to have up-to-date and high quality technologies available to our students, as they expect our graduates to be able to use not only the latest software, but to work with the latest standard and 3D printers.

In the Architectural, Civil Engineering and Graphics Visualization fields the models that need to be built are usually bigger, as they represent not only entire structures, but surrounding terrain, roads and other features. For these types of projects we would need a 3D printer with product output sizes around 12"x12"x14".

The CADD program strives to give students the best possible education and to best prepare them for the workforce and a 3D printer is a necessary part of that education.

Funds for this expenditure are budgeted in the Computer Aided Drafting and Design (CADD) budget for FY 2014-2015.

22) Library Discovery System (Renewal)

Renew the library discovery system contract with EBSCO Industries, Inc. (Ipswich, MA) for the period beginning July 1, 2015 through June 30, 2016 at an estimated cost of \$20,036.00.

The library discovery system will enable users to access library physical and digital resources using a single search box. The library's catalog provides access to over 190,000 items. The library also provides access to approximately ninety-five (95) databases, most of which are licensed commercial databases with full-text serial publications. The discovery system will facilitate research by bringing library resources together under one portal.

The Board awarded the contract for the library discovery system at the May 28, 2013 Board of Trustees meeting for one year with two one-year annual renewals. The last renewal period begins July 1, 2015 through June 30, 2016.

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

23) Metal Products for Welding Programs (Renewal)

Renew the contracts for metal products for welding programs for the period of May 29, 2015 through May 28, 2016 at an estimated amount of \$18,000.00 based on prior year expenditures with Alamo Iron Works (Brownsville, TX) and Rio Grande Steel, Ltd. (McAllen, TX).

The metal products for the welding program will be used for student instruction in the Welding Program in the Division of Technology.

The Board awarded the contract for the metal products for welding programs at the May 28, 2013 Board of Trustees meeting for one year with two one-year annual renewals. The last renewal period begins May 29, 2015 through May 28, 2016.

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

Funds for this expenditure are budgeted in the Welding Program and Continuing Education budgets for FY 2014-2015 and FY 2015-2016 pending Board approval of the budget.

L. Police Department Items

24) Citation Writers (Purchase)

Purchase citation writers from End2End (Oxford, MS), a sole source vendor, at a total cost of \$36,000.00.

The South Texas College Police Department issues citations for violations of the College Traffic and Parking Rules and Regulations. The citations are issued by citation writers that have a direct connection to the ARMS automated dispatch program the College previously purchased. The program transmits data on vehicle parking permits to the citation writer and the fine is generated based upon the previous parking violations identified in the system.

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

25) Network Servers (Purchase)

Purchase network servers from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$75,989.70.

The South Texas College Police Department operates surveillance cameras on five (5) college campuses. The cameras are connected to network servers that process and store

recorded images. The surveillance cameras require network servers for operation, however many of the network servers have reached end of life and can no longer be supported. This request will replace ten (10) of the out of life and out of warranty servers.

Funds for this expenditure are budgeted in the South Texas College Police budget for FY 2014-2015.

26) 911 Call System Recorder (Purchase)

Purchase a 911 call system recorder from Voice Products, Inc. (Wichita, KS), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$12,761.00.

The South Texas College Police Department receives 911 telephone calls, but is currently unable to record those conversations. The ability to record 911 calls on a seven (7) channel system will allow college dispatchers to repeat communicated information, should the caller terminate the telephone call or the call otherwise become disconnected. Recorded 911 calls will also provide documentation of the assistance given to the caller and the speed of the response.

Funds for this expenditure are budgeted in the South Texas College Police budget for FY 2014-2015.

27) Police Dispatch Console (Purchase)

Purchase a police dispatch console from Motorola Solutions, Inc. (Schaumburg, IL), a Houston Galveston Area Council (HGAC) approved vendor, at a total cost of \$33,432.51.

The South Texas College Police Department operates a police dispatch 24/7, 365 days a year as required by state law. 911 calls are received for emergencies occurring on college property and Telecommunicators contact police officers and security guards to respond to the incident. The MIP 5000 Police Dispatch Console will provide direct communication to police officers and security guards at the location, enabling a rapid response to the scene of the urgency. The console allows communications with disparate police and security guard radios and also transmits to both digital and analog radios. In addition, the console incorporates a receiver for emergency notification from police officers who may need immediate assistance.

Funds for this expenditure are budgeted in the South Texas College Police budget for FY 2014-2015.

28) Police Officer Body Cameras (Purchase)

Purchase police officer body cameras from WatchGuard Video, LLC. (Allen, TX), a Houston-Galveston Area Council (HGAC) approved vendor, at a total cost of \$14,512.00.

The South Texas College Police Department has tested a police officer body camera and it provided close up interactions between the officer and the individual the officer was in communication with. The camera records both video and audio transmissions, providing documentation of the actions of both the police officer and the person the officer is

interacting with to defend against potential liability claims that the officer's actions were unprofessional or in violation of the law as well as documentation that the officer did not properly perform his/her duties.

Funds for this expenditure are budgeted in the South Texas College Police budget for FY 2014-2015.

29) Police Vehicles (Purchase)

Purchase police vehicles from Caldwell Country Chevrolet (Caldwell, TX), a Houston-Galveston Area Council (HGAC) approved vendor, at a total cost of \$91,127.00.

The specialized police vehicles will include two (2) Chevrolet Tahoes and one (1) Chevrolet Silverado which are distributed by General Motors to designated dealers.

The South Texas College Police Department is expanding operations at the Mid-Valley, Starr County, Technology, and Nursing and Allied Health campuses and requires the additional police vehicles for newly hired police officers patrolling, responding to 911 emergency calls, and other incidents at these campuses.

Funds for this expenditure are budgeted in the South Texas College Police budget for FY 2014-2015.

30) Police Vehicle Equipment and Accessories (Purchase)

Purchase police vehicle equipment and accessories from Fleet Safety Equipment, Inc. (Houston, TX), a Texas Association of School Boards – Buyboard approved vendor, for the period beginning May 27, 2015 through August 31, 2015, at an estimated amount of \$12,000.00.

The South Texas College Police Department will be equipping three (3) new police vehicles for patrolling, responding to 911 emergency calls, and other incidents district wide. The equipment includes vehicle video cameras, required by Texas law for abbreviated racial profiling reporting, emergency lights, detention cages, and lockable safes.

Funds for this expenditure are budgeted in the South Texas College Police budget for FY 2014-2015.

31) Police Vehicle Two Way Radios (Purchase)

Purchase police vehicle two way radios from Motorola Solutions, Inc. (Schaumburg, IL), a Houston Galveston Area Council (HGAC) approved vendor, at a total cost of \$64,857.00.

South Texas College Police Department vehicles currently do not have two way radio consoles. Officers operating the vehicles are required to use portable radios worn on their person to communicate with the dispatch operators. The portable radios have insufficient power to enable two way communications from all of the college properties and the two way radio consoles are required to correct this deficiency.

Funds for this expenditure are budgeted in the South Texas College Police budget for FY 2014-2015.

M. Technology Items

32) 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), Apple, Inc. (Austin, TX) and from the National Joint Powers Alliance approved vendor CDW Government (Vernon Hills, IL), in the total amount of \$429,170.61.

All purchase requests for computers, laptops, and tablets have been evaluated by Technology Resources Department 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 Desktop Computers
 - ⇒ 3 Computers for DE Engineering Academy
 - ⇒ 1 Computer for Public Relations and Marketing
 - ⇒ 1 Computer for Division of Liberal Arts and Social Sciences
 - ⇒ 1 Computer for Business Office
 - ⇒ 3 Computers for Division of Finance and Administrative Services
 - ⇒ 1 Computer for Student Assessment Center – Mid Valley
 - ⇒ 1 Computer for BAT/BAS
 - ⇒ 15 Computers for STC Police Department
- Faculty-Use Desktop Computers
 - ⇒ 1 Computer for Human Resources Specialist Program
 - ⇒ 2 Computers for Diesel Technology Program
 - ⇒ 2 Computers for Biology Program
 - ⇒ 1 Computer for Chemistry Program
- Student Lab-Use Desktop Computers
 - ⇒ 30 Computers for Precision Manufacturing Program
 - ⇒ 33 Computers for Quality Enhancement Plan
 - ⇒ 23 Computers for Computer Aided Drafting and Design Program
 - ⇒ 12 Computers for Instructional Resource Open Lab
 - ⇒ 19 Computers for Computer Aided Drafting and Design Program
 - ⇒ 150 Computers for Technology Resources
- Student Lab-Use Desktop Computer – Grant
 - ⇒ 30 Computers for Administrative Office Careers Program

- Staff-Use Laptop
 - ⇒ 1 Laptop for Research and Analytical Services
 - ⇒ 2 Laptops for Central Receiving – Warehouse
- Faculty-Use Laptops
 - ⇒ 1 Laptop for Kinesiology Program
 - ⇒ 4 Laptops for Criminal Justice Program
- Student-Use Laptops
 - ⇒ 21 Laptops for BAT/BAS
- Student-Use Tablets
 - ⇒ 31 Tablets for BAT/BAS
- Staff-Use Tablets
 - ⇒ 3 Tablets for Human Resources
 - ⇒ 2 Tablets for the Division of Information Services and Planning
 - ⇒ 6 Tablets for Library Information Commons
 - ⇒ 2 Tablets for Student Assessment Center
- Faculty-Use Tablets
 - ⇒ 3 Tablets for Emergency Medical Technology Program
 - ⇒ 1 Tablet for Developmental Reading Program
 - ⇒ 5 Tablets for Book Royalties – Dev English
 - ⇒ 3 Tablets for Respiratory Therapy Program
- Faculty – Use Tablets – Grant
 - ⇒ 27 Tablets for Nursing Shortage Reduction Program (ADN Program)

Funds for these expenditures are budgeted in the requesting department budgets for FY 2014-2015 as follows: DE Engineering Academy, Public Relations and Marketing, Division of Liberal Arts and Social Sciences, Human Resources Specialist, Business Office, Diesel Technology, Precision Manufacturing, Quality Enhancement Plan, Finance and Administrative Services, Biology, Computer Aided Drafting and Design, Student Assessment Center – Mid Valley, Instructional Resource Open Lab, Chemistry, BAT/BAS, Kinesiology, Criminal Justice, Research and Analytical Services, Emergency Medical Technology, Human Resources, Nursing Shortage Reduction Program – Grant, Developmental Reading, Book Royalties – Dev English, Information Services and Planning, Library Information Commons, Student Assessment Center, Respiratory Therapy, Carl Perkins – Grant, STC Police and Technology Resource Fund.

33) Database Software Licenses (Purchase)

Purchase database software licenses from Oracle America, Inc. (Redwood Shores, CA), a State of Texas Department of Information Resources (DIR) approved vendor at a total cost of \$207,018.14.

The 24,241 database software licenses provide high availability solutions and real-time data integration support for the Banner database, which complies with current and future South Texas College's initiatives for data replication for the Disaster Recovery plan.

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

34) Database Systems Licenses (Purchase)

Purchase database systems licenses from SHI Government Solutions, Inc. (Austin, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$60,979.20.

The database licenses are used to support several software applications used by various college departments such as SharePoint, ARMS Security Software, and CLE Applications. The software licenses will be an upgrade to the version currently being used which is no longer supported.

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

35) Network Security Appliances (Purchase)

Purchase network security appliances from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$165,027.45.

The McAfee security information and event management (SIEM) will upgrade the existing SIEM environment which is reaching its maximum capacity. The new equipment will be able to handle twice as much as our current demands and support our expanding network infrastructure. The increased capacity will allow a larger group of devices to send data logs to the appliance to expand our auditing capabilities and detect anomalies on our network.

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

36) Secure Remote Access (Purchase)

Purchase secure remote access from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$37,157.40.

The secure remote access will replace our existing Virtual Private Network (VPN) environment with new generation technology. This new acquisition will give us improved capabilities when sharing access to internal resources with authorized users connecting from outside of our network. The benefits we will obtain will be in the form of reduced risk by providing granular access to resources and ease-of-use.

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

37) 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 \$87,808.32.

The twelve (12) servers will be used to replace old servers throughout the college district that are end-of-life and are no longer supported.

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

38) Systems Hardware (Purchase)

Purchase systems hardware from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$27,993.64.

The systems hardware includes two (2) brocade fiber switches which provide communication between fiber devices such as Storage Area Network (SAN) tape drives and servers. These switches will be used to replace fiber switches that are end-of-life and are no longer supported.

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

39) Wireless Infrastructure Hardware and Software (Purchase)

Purchase wireless infrastructure hardware and software from Insight Public Sector (Tempe, AZ/McAllen, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$114,840.00.

The wireless infrastructure hardware and software will allow for increased access to the college's wireless network by students, staff and faculty. Some of the hardware will also replace existing hardware that is failing or no longer working.

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

40) Password Reset Software Maintenance Agreement (Renewal)

Renew the password reset software maintenance agreement with Namescape Corporation (Phoenix, AZ), a sole source vendor, for the period beginning May 31, 2015 through May 30, 2016, at a total cost of \$10,425.00.

The password reset software provides users the ability to reset their Jagnet password on their own. It also provides a means to reset passwords after hours. The maintenance renewal will provide support and upgrades for the software.

Funds for this expenditure are budgeted in the Application Development Services budget for FY 2014-2015.

Recommendation:

It is requested that the Finance and Human Resources Committee recommend for Board approval at the May 26, 2015 Board meeting the proposal awards, purchases, and renewals as listed below:

- A. Awards
- B. Advertising or Memberships
- C. Furniture
- D. Instructional Items
- E. Police Department Items
- F. Technology Items

A. Awards

- 1) Active Learning Training Classrooms Audiovisual Project (Award):** award the proposal for the active learning training classrooms audiovisual project to Audio Visual Aids Corp (San Antonio, TX) at a total cost of \$71,793.00;
- 2) Audio Visual Equipment and Parts III (Award):** award the proposal for audio visual equipment and parts III to Audio Visual Aids Corp (San Antonio, TX) at a total cost of \$13,335.00;
- 3) Audio Visual Equipment and Parts IV (Awards):** award the proposal for audio visual equipment and parts IV (San Antonio, TX) at a total cost of \$28,072.50;
- 4) Audio Visual Equipment and Parts V (Award):** award the proposal for audio visual equipment and parts V to Pro SVL, Inc. (Pensacola, FL) at a total cost of \$64,200.18;
- 5) Mid Valley Campus Analog to Digital Audiovisual Upgrade (Award):** award the Mid Valley Campus analog to digital audiovisual upgrade to Audio Visual Aids Corp (San Antonio, TX) at a total cost of \$102,542.00;
- 6) Portable Stream/Record Device (Award):** award the portable stream/record device to Audio Visual Aids Corp (San Antonio, TX) at a total cost of \$34,082.00;
- 7) Preferred Private Lender List (Award):** award the proposal for the preferred private lender list to SallieMae (Brownsville, TX) for the period beginning July 25, 2015 through July 24, 2016 with two one-year options to renew, at no cost to the College;
- 8) Projector Replacement Project (Award):** award the projector replacement project to Audio Visual Aids Corp (San Antonio, TX) at a total cost of \$169,620.00;
- 9) Temporary Personnel Services (Award):** award the proposal for temporary personnel services for a contract period of June 1, 2015 through May 31, 2016 with two one-year annual renewal options, at an estimated cost of \$475,000.00. The qualified vendors that submitted a proposal are:
 - Express Employment Professionals (McAllen, TX)
 - Extra Extra, Inc. (Weslaco, TX)
 - Kelly Services, Inc. (McAllen, TX)
 - Manpower US, Inc. (McAllen, TX)
 - One Stop Staffing, LLC. (Harlingen, TX)
 - R & D Contracting, Inc. (McAllen, TX)
 - Select Staff (Edinburg, TX)

- Spherion Staffing, LLC. (Atlanta, GA)
- Temps Plus Staffing Services (McAllen, TX)
- Texas Staffing Pros, LLC. (McAllen, TX)

B. Advertising or Memberships

10)Advertising Agreements (Purchase): purchase advertising agreements at a total cost of \$104,802.23 with the following sole source vendors:

- The Lamar Companies (San Benito, TX).....\$64,230.00
 ⇒ Period of June 8, 2015 through August 30, 2015
- Richards/Carlberg (Dallas, TX).....\$40,572.23
 ⇒ Period of November 1, 2014 through February 28, 2015

11)Digital Advertising Agreements (Purchase): purchase digital advertising agreements for the period beginning June 1, 2015 through August 23, 2015 at a total cost of \$60,000.00 with the following sole source vendors:

- Google, Inc. (Mountain View, CA).....\$35,000.00
- Millennial Media, Inc. (Baltimore, MD).....\$25,000.00

12)Institutional Membership - CCCSE (Renewal): renew the institutional membership – CCCSE with The University of Texas at Austin (Austin, TX), a sole source vendor, for the period beginning September 1, 2014 through August 31, 2015 at a total cost of \$11,820.00;

13)Radio Advertising Agreements (Purchase): purchase radio advertising agreements for the period beginning May 4, 2015 through August 23, 2015 at a total cost of \$61,800.00 with the following sole source vendors:

- Pandora Media, Inc. (Oakland, CA).....\$41,800.00
- Total Traffic + Weather Network (San Antonio, TX)...\$20,000.00

C. Furniture

14) Furniture (Purchase): purchase furniture from the State of Texas Multiple Award Schedule (TXMAS), U. S. Communities and Provista approved vendors, at a total amount of \$240,082.54;

#	Vendor	Amount
A	Allsteel, Inc. / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$2,139.90
B	Bretford Manufacturing / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$24,520.79
C	Computer Comforts, Inc. (Kemah, TX)	\$16,337.82
D	Cramer, LLC. / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$56,184.51
E	Datum Filing Systems Inc. / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$1,977.13
F	Exemplis Corporation / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$7,706.60
G	Herman Miller / Workplace Resources (San Antonio, TX)	\$11,688.94
H	The Hon Company / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$4,414.07

I	Krueger International / Gateway Printing and Office Supply, Inc. (Edinburg, TX)	\$90,499.04
J	National Office Furniture / Workplace Resources (San Antonio, TX)	\$24,613.74
	Total	\$240,082.54

D. Instructional Items

- 15) Ambulance (Purchase):** purchase an ambulance from The Phoenix Group Emergency Vehicles (Waxahachie, TX), a Houston Galveston Area Council (HGAC) approved vendor, at a total cost of \$87,188.39;
- 16) Instructional Musical Instrument (Purchase):** purchase an instructional musical instrument from Steve Weiss Music (Willow Grove, PA), a Texas Association of School Boards – Buyboard approved vendor, at a total cost of \$17,498.00;
- 17) Instructional Software (Purchase):** purchase instructional software from Waters Technologies Corporation/dba Waters Corporation (Milford, MA), a State of Texas Multiple Award Schedule (TXMAS) approved vendor, at a total cost of \$14,561.95;
- 18) Instructional Tool Sets (Purchase):** purchase instructional tool sets from Snap-On Industrial (Crystal Lake, IL), a State of Texas Multiple Award Schedule (TXMAS) approved vendor, at a total cost of \$15,489.02;
- 19) Language Learning Lab Hardware (Purchase):** purchase language learning lab hardware from Teaching Systems, Inc. (Arlington, TX), a sole source vendor and a Harris County Department of Education – Choice Partner approved vendor, at a total cost of \$23,617.00;
- 20) Spectrometer (Purchase):** purchase a spectrometer from Magritek, Inc. (Chicago, IL), a sole source vendor, at a total cost of \$98,559.00;
- 21) Three Dimensional Printer (Purchase):** purchase a three dimensional printer from Teaching Systems, Inc. (Arlington, TX), Harris County Department of Education – Choice Partner approved vendor, at a total cost of \$44,576.15;
- 22) Library Discovery System (Renewal):** renew the library discovery system contract with EBSCO Industries, Inc. (Ipswich, MA) for the period beginning July 1, 2015 through June 30, 2016 at an estimated cost of \$20,036.00;
- 23) Metal Products for Welding Programs (Renewal):** renew the contracts for metal products for welding programs for the period of May 29, 2015 through May 28, 2016 at an estimated amount of \$18,000.00 based on prior year expenditures with Alamo Iron Works (Brownsville, TX) and Rio Grande Steel, Ltd. (McAllen, TX);

E. Police Department Items

- 24) Citation Writers (Purchase):** purchase citation writers from End2End (Oxford, MS), a sole source vendor, at a total cost of \$36,000.00;
- 25) Network Servers (Purchase):** purchase network servers from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$75,989.70;
- 26) 911 Call System Recorder (Purchase):** purchase a 911 call system recorder from Voice Products, Inc. (Wichita, KS), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$12,761.00;

- 27) **Police Dispatch Console (Purchase):** purchase a police dispatch console from Motorola Solutions, Inc. (Schaumburg, IL), a Houston Galveston Area Council (HGAC) approved vendor, at a total cost of \$33,432.51;
- 28) **Police Officer Body Cameras (Purchase):** purchase police officer body cameras from WatchGuard Video, LLC. (Allen, TX), a Houston Galveston Area Council (HGAC) approved vendor, at a total cost of \$14,512.00;
- 29) **Police Vehicles (Purchase):** purchase police vehicles from Caldwell Country (Caldwell, TX), a Houston Galveston Area Council (HGAC) approved vendor, at a total cost of \$91,127.00;
- 30) **Police Vehicle Equipment and Accessories (Purchase):** purchase police vehicle equipment and accessories from Fleet Safety Equipment, Inc. (Houston, TX), a Texas Association of School Boards – Buyboard approved vendor, for the period beginning May 27, 2015 through August 31, 2015 at an estimated amount of \$12,000.00;
- 31) **Police Vehicle Two Way Radios (Purchase):** purchase police vehicle two way radios from Motorola Solutions, Inc. (Schaumburg, IL), a Houston Galveston Area Council (HGAC) approved vendor, at a total cost of \$64,857.00;

F. Technology

- 32) **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 Apple, Inc. (Austin, TX) and from the National Joint Powers Alliance (NJPA) approved vendor CDW Government (Vernon Hills, IL), in the total amount of \$429,170.61;
- 33) **Database Software Licenses (Purchase):** purchase a database software licenses from Oracle America, Inc. (Redwood Shores, CA), a State of Texas Department of Information Resources (DIR) approved vendor at a total cost of \$207,018.14;
- 34) **Database Systems Licenses (Purchase):** purchase database systems licenses from SHI Government Solutions, Inc. (Austin, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$60,979.20;
- 35) **Network Security Appliances (Purchase):** purchase network security appliances from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$165,027.45;
- 36) **Secure Remote Access (Purchase):** purchase secure remote access from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$37,157.40;
- 37) **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 \$87,808.32;
- 38) **Systems Hardware (Purchase):** purchase systems hardware from Dell Marketing, LP. (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$27,993.64;
- 39) **Wireless Infrastructure Hardware and Software (Purchase):** purchase wireless infrastructure hardware and software from Insight Public Sector (Tempe, AZ/McAllen, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total cost of \$114,840.00;

- 40)**Password Reset Software Maintenance Agreement (Renewal):** renew the password reset software maintenance agreement with Namescape Corporation (Phoenix, AZ), a sole source vendor, for the period beginning May 31, 2015 through May 30, 2016 at a total cost of \$10,425.00.

SUMMARY TOTAL:

The total for all proposal awards, purchases, and renewals is **\$3,257,773.93**

SOUTH TEXAS COLLEGE
1. ACTIVE LEARNING CLASSROOMS AUDIOVISUAL PROJECT
PROJECT NO 14-15-1071

		NAME	Audio Visual Aids Corp	
		ADDRESS	2903 N Flores St	
		CITY/STATE/ZIP	San Antonio, TX 78212	
		PHONE	800-422-1282	
		FAX	800-854-8140	
		CONTACT	Ernest Mendez	
#	Qty	Description	Unit Price	Extension
1	5	Eight input HDCP-compliant scaling presentation switcher with DTP extension and 70v amplifier	\$ 2,179.00	\$ 10,895.00
2	4	Enhanced MediaLink controller with Ethernet control and AAP opening	\$ 866.00	\$ 3,464.00
3	1	Enhanced MediaLink controller with ethernet control	\$ 860.00	\$ 860.00
4	5	Five-gang surface mount box	\$ 152.00	\$ 760.00
5	2	Two output HDMI distribution amplifier	\$ 402.00	\$ 804.00
6	7	DTP HDMI twisted pair receiver	\$ 274.00	\$ 1,918.00
7	5	DTP HDMI twisted pair transmitter	\$ 274.00	\$ 1,370.00
8	10	Universal rack shelf for 9.5" deep products	\$ 84.00	\$ 840.00
9	4	Two-gang AAP mounting frame, black	\$ 71.00	\$ 284.00
10	4	Two-gang surface mount box, black	\$ 129.00	\$ 516.00
11	20	6ft Ultra flexible HDMI M-M cable	\$ 48.00	\$ 960.00
12	5	6ft Display Port to HDMI adapter cable	\$ 48.00	\$ 240.00
13	10	6ft Standard speed HDMI to DVI-D cable	\$ 34.00	\$ 340.00
14	5	AAP plate with AC power and two outlet USB charger	\$ 146.00	\$ 730.00
15	10	Captive screw to stereo mini audio adapter cable	\$ 18.00	\$ 180.00
16	5	6ft Stereo Mini M-M audio cable	\$ 4.50	\$ 22.50
17	5	6ft VGA M-M micro VGA cable with audio	\$ 34.00	\$ 170.00
18	5	VGA AAP plate with audio	\$ 74.00	\$ 370.00
19	10	Dual USB AAP Plate on 10" Pigtailed	\$ 55.00	\$ 550.00
20	5	HDMI AAP plate on 10" Pigtail	\$ 55.00	\$ 275.00
21	5	AC outlet and data AAP	\$ 84.00	\$ 420.00
22	10	Two space blank AAP plate	\$ 14.00	\$ 140.00
23	10	Single space blank AAP plate	\$ 14.00	\$ 140.00
24	15	Flat field ceiling speaker with transformer, pair	\$ 305.00	\$ 4,575.00
25	1	Universal controller rack mounting panel with 8 AAP openings	\$ 55.00	\$ 55.00
26	5	20 outlet multi-mount rackmount power strip	\$ 72.00	\$ 360.00
27	4	21RU PTRK series rack with 4" rolling casters	\$ 1,039.00	\$ 4,156.00
28	10	1RU Blank Rack Plate	\$ 8.00	\$ 80.00
29	10	1RU Vent Rack Plate	\$ 12.50	\$ 125.00
30	5	4RU knock down rackshelf ears	\$ 38.00	\$ 190.00
31	5	17.5" deep base for knock down rackshelf	\$ 36.00	\$ 180.00

SOUTH TEXAS COLLEGE
1. ACTIVE LEARNING CLASSROOMS AUDIOVISUAL PROJECT
PROJECT NO 14-15-1071

NAME			Audio Visual Aids Corp	
#	Qty	Description	Unit Price	Extension
32	5	4RU rack drawer with lock	\$ 169.00	\$ 845.00
33	3	Guardian series security rack screw bit	\$ 12.00	\$ 36.00
34	3	Guardian series security rack screws, 100pc	\$ 32.00	\$ 96.00
35	3	Premium rack screws, 100pc	\$ 46.00	\$ 138.00
36	5	Ceiling mounted visualizer	\$ 3,958.00	\$ 19,790.00
37	5	Angled surface plate for cameras to avoid reflections	\$ 199.00	\$ 995.00
38	5	Standard size dry erase work surface for ceiling visualizers, 2pk	\$ 49.00	\$ 245.00
39	5	Dual USB wall charger	\$ 12.00	\$ 60.00
40	20	6ft USB 2.0 cables	\$ 3.00	\$ 60.00
41	15	6ft USB extension cables	\$ 4.50	\$ 67.50
42	4	35ft High speed HDMI cable, plenum	\$ 129.00	\$ 516.00
43	10	14ft shielded Cat5e data cable, green	\$ 7.50	\$ 75.00
44	10	14ft shielded Cat5e data cable, blue	\$ 7.50	\$ 75.00
45	10	14ft shielded Cat5e data cable, black	\$ 7.50	\$ 75.00
46	10	14ft shielded Cat5e data cable, gray	\$ 7.50	\$ 75.00
47	10	14ft shielded Cat5e data cable, red	\$ 7.50	\$ 75.00
48	10	75ft shielded Cat5e data cable, gray	\$ 21.00	\$ 210.00
49	10	75ft shielded Cat5e data cable, red	\$ 21.00	\$ 210.00
50	10	75ft shielded Cat5e data cable, yellow	\$ 21.00	\$ 210.00
51	10	75ft shielded Cat5e data cable, green	\$ 21.00	\$ 210.00
52	5	15ft power extension cord, black	\$ 8.00	\$ 40.00
53	5	15ft power cord, black	\$ 7.00	\$ 35.00
54	5	MaxBlox DB9 male terminal block	\$ 17.00	\$ 85.00
55	5	MaxBlox DB9 female terminal block	\$ 17.00	\$ 85.00
56	5	MaxBlox hood for CD-MX connectors	\$ 3.00	\$ 15.00
57	5	Wireless keyboard/mouse combo	\$ 69.00	\$ 345.00
58	5	Wi-Di wireless video/audio extender	\$ 69.00	\$ 345.00
59	1	Miscellaneous control wire, cables and terminations	\$ 1,810.00	\$ 1,810.00
60	1	Installation service fee for above equipment spread across 5 classrooms. One classroom at each campus location across district. Pecan, Mid-Valley, Nursing, Technology, and Starr campuses.	\$ 9,000.00	\$ 9,000.00
TOTAL AMOUNT PROPOSED			\$ 71,793.00	
TOTAL EVALUATION POINTS			99.66	
RANKING			1	

SOUTH TEXAS COLLEGE
1. ACTIVE LEARNING CLASSROOMS AUDIO VISUAL PROJECT
PROJECT NO. 14-15-1071
EVALUATION FORM

NAME		Audio Visual Aids Corp	
ADDRESS		2903 N Flores St	
CITY/STATE/ZIP		San Antonio, TX 78212	
PHONE		800-422-1282	
FAX		800-854-8140	
CONTACT		Ernest Mendez	
1	The purchase price. (up to 45 points)	45	45
		45	
		45	
2	The reputation of the vendor and the vendor's goods and/or services. (up to 15 points)	15	15
		15	
		15	
3	The quality of the vendor's goods and/or services. (up to 16 points)	15	15.66
		16	
		16	
4	The extent to which the vendor's goods and/or services meet the district's needs. (up to 20 points)	20	20
		20	
		20	
5	The vendor's past relationship with the College. (up to 3 points)	3	3
		3	
		3	
6	The impact on the ability of the College to comply with the laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	1	1
		1	
		1	
TOTAL EVALUATION POINTS		99.66	
RANKING		1	

SOUTH TEXAS COLLEGE
2. AUDIO VISUAL EQUIPMENT AND PARTS III
PROJECT NO. 14-15-1065

		NAME	Audio Visual Aids Corp	Whitlock		
		ADDRESS	2903 N Flores St	11100 Metric Blvd		
		CITY/STATE/ZIP	San Antonio, TX 78212	Austin, TX 78758		
		PHONE	800-422-1282	512-280-3710		
		FAX	800-854-8140	512-933-0291		
		CONTACT	Ernest Mendez	Kristie Cantu		
#	Qty	Description	Unit Price	Extension	Unit Price	Extension
Project 1: Pecan Plaza Human Resources Training Room 171						
1	1	Eight input HDCP-compliant scaling presentation switcher w/mono amp	\$ 2,179.00	\$ 2,179.00	\$ 2,216.67	\$ 2,216.67
2	1	HDMI twisted pair receiver	\$ 279.00	\$ 279.00	\$ 261.11	\$ 261.11
3	2	Universal rack shelf for 6" deep product	\$ 84.00	\$ 168.00	\$ 72.22	\$ 144.44
4	1	6ft Display port to HDMI adapter cable	\$ 49.00	\$ 49.00	\$ 38.89	\$ 38.89
5	1	12ft Ultra flexible HDMI M/M cable	\$ 62.00	\$ 62.00	\$ 50.00	\$ 50.00
6	3	6ft Ultra flexible HDMI M-M cable	\$ 48.00	\$ 144.00	\$ 38.89	\$ 116.67
7	1	6ft Standard speed HDMI to DVI-D cable	\$ 34.00	\$ 34.00	\$ 27.78	\$ 27.78
8	1	12ft Standard speed HDMI to DVI-D cable	\$ 48.00	\$ 48.00	\$ 38.89	\$ 38.89
9	1	1ft VGA-M to BNC-F breakout cable	\$ 33.00	\$ 33.00	\$ 26.67	\$ 26.67
10	1	6ft BNC M-M high resolution video cable	\$ 19.00	\$ 19.00	\$ 16.67	\$ 16.67
11	1	6ft RCA M-M stereo audio cable	\$ 7.00	\$ 7.00	\$ 5.56	\$ 5.56
12	1	Captive screw to RCA-F audio adapter cable	\$ 18.00	\$ 18.00	\$ 14.44	\$ 14.44
13	2	Captive screw to stereo mini audio adapter cable	\$ 18.00	\$ 36.00	\$ 14.44	\$ 28.88
14	1	6ft Stereo mini M-M audio cable	\$ 4.50	\$ 4.50	\$ 3.33	\$ 3.33
15	1	6ft VGA M-M micro VGA cable with audio	\$ 34.00	\$ 34.00	\$ 31.11	\$ 31.11
16	2	Dual USB AAP plate n 10" pigtails	\$ 55.00	\$ 110.00	\$ 44.44	\$ 88.88
17	1	Dual AC outlet AAP plate	\$ 149.00	\$ 149.00	\$ 138.89	\$ 138.89
18	1	HDMI AAP plate on 10" pigtail	\$ 56.00	\$ 56.00	\$ 44.44	\$ 44.44
19	2	Two space blank AAP plate	\$ 14.00	\$ 28.00	\$ 11.11	\$ 22.22
20	2	Single space blank AAP plate	\$ 14.00	\$ 28.00	\$ 11.11	\$ 22.22
21	3	Flat field ceiling speaker with transformer, pair	\$ 309.00	\$ 927.00	\$ 277.78	\$ 833.34
22	1	20 outlet multi-mount rack mount power strip	\$ 72.00	\$ 72.00	\$ 55.36	\$ 55.36
23	2	1RU blank rack plate	\$ 8.00	\$ 16.00	\$ 5.64	\$ 11.28

SOUTH TEXAS COLLEGE
2. AUDIO VISUAL EQUIPMENT AND PARTS III
PROJECT NO. 14-15-1065

NAME			Audio Visual Aids Corp		Whitlock	
#	Qty	Description	Unit Price	Extension	Unit Price	Extension
24	4	2RU blank rack plate	\$ 11.00	\$ 44.00	\$ 7.57	\$ 30.28
25	1	1RU vent rack plate	\$ 13.00	\$ 13.00	\$ 9.02	\$ 9.02
26	1	4RU knock down rack shelf ears	\$ 39.00	\$ 39.00	\$ 27.71	\$ 27.71
27	1	17.5" deep base for knock down rack shelf	\$ 39.00	\$ 39.00	\$ 26.24	\$ 26.24
28	1	Guardian series security rack screw bit	\$ 12.00	\$ 12.00	\$ 8.56	\$ 8.56
29	1	Guardian series security rack screws, 100pc	\$ 32.00	\$ 32.00	\$ 22.36	\$ 22.36
30	1	Premium rack screws, 100pc	\$ 46.00	\$ 46.00	\$ 34.00	\$ 34.00
31	4	6ft USB 2.0 cables	\$ 3.00	\$ 12.00	\$ 2.44	\$ 9.76
32	1	3ft CAT 6 data cable, red	\$ 3.00	\$ 3.00	\$ 1.83	\$ 1.83
33	1	14ft CAT data cable, blue	\$ 6.00	\$ 6.00	\$ 4.44	\$ 4.44
34	1	14ft CAT 6 data cable, red	\$ 6.00	\$ 6.00	\$ 4.44	\$ 4.44
35	1	Inline CAT6 coupler, white	\$ 8.00	\$ 8.00	\$ 6.11	\$ 6.11
36	2	75ft Shielded CAT 5e data cable, green	\$ 21.00	\$ 42.00	\$ 6.11	\$ 12.22
37	1	Four port USB 2.0 mobile hub	\$ 21.00	\$ 21.00	\$ 12.37	\$ 12.37
38	1	15ft power extension cord, black	\$ 8.00	\$ 8.00	\$ 16.56	\$ 16.56
39	1	15ft power cord, black	\$ 7.00	\$ 7.00	\$ 15.28	\$ 15.28
40	1	MaxBlox DB9 male terminal block	\$ 17.00	\$ 17.00	\$ 11.06	\$ 11.06
41	1	MaxBlox DB9 female terminal block	\$ 17.00	\$ 17.00	\$ 11.06	\$ 11.06
42	1	MaxBlox hood for CD-MX connectors	\$ 3.00	\$ 3.00	\$ 2.20	\$ 2.20
43	1	High Resolution Document Camera	\$ 491.00	\$ 491.00	\$ 598.78	\$ 598.78
44	1	Remote Mouse	\$ 139.00	\$ 139.00	\$ 123.18	\$ 123.18
45	1	Shipping and Handling	\$ -	\$ -	\$ 156.76	\$ 156.76
Project 1 Sub-Total			\$ 5,505.50		\$ 5,381.96	
Project 2: Pecan Plaza Human Resources Training Room 172						
1	1	Eight input HDCP-compliant scaling presentation switcher w/mono amp	\$ 2,179.00	\$ 2,179.00	\$ 2,216.67	\$ 2,216.67
2	1	HDMI twisted pair receiver	\$ 279.00	\$ 279.00	\$ 261.11	\$ 261.11
3	2	Universal rack shelf for 6" deep product	\$ 84.00	\$ 168.00	\$ 72.22	\$ 144.44
4	1	6ft Display port to HDMI adapter cable	\$ 49.00	\$ 49.00	\$ 38.89	\$ 38.89
5	1	12ft Ultra flexible HDMI M/M cable	\$ 62.00	\$ 62.00	\$ 50.00	\$ 50.00
6	3	6ft Ultra flexible HDMI M-M cable	\$ 48.00	\$ 144.00	\$ 38.89	\$ 116.67
7	1	6ft Standard speed HDMI to DVI-D cable	\$ 34.00	\$ 34.00	\$ 27.78	\$ 27.78

SOUTH TEXAS COLLEGE
2. AUDIO VISUAL EQUIPMENT AND PARTS III
PROJECT NO. 14-15-1065

NAME			Audio Visual Aids Corp		Whitlock	
#	Qty	Description	Unit Price	Extension	Unit Price	Extension
8	1	12ft Standard speed HDMI to DVI-D cable	\$ 48.00	\$ 48.00	\$ 38.89	\$ 38.89
9	1	1ft VGA-M to BNC-F breakout cable	\$ 33.00	\$ 33.00	\$ 26.67	\$ 26.67
10	1	6ft BNC M-M high resolution video cable	\$ 19.00	\$ 19.00	\$ 16.67	\$ 16.67
11	1	6ft RCA M-M stereo audio cable	\$ 7.00	\$ 7.00	\$ 5.56	\$ 5.56
12	1	Captive screw to RCA-F audio adapter cable	\$ 18.00	\$ 18.00	\$ 14.44	\$ 14.44
13	2	Captive screw to stereo mini audio adapter cable	\$ 18.00	\$ 36.00	\$ 14.44	\$ 28.88
14	1	6ft Stereo mini M-M audio cable	\$ 4.50	\$ 4.50	\$ 3.33	\$ 3.33
15	1	6ft VGA M-M micro VGA cable with audio	\$ 34.00	\$ 34.00	\$ 31.11	\$ 31.11
16	2	Dual USB AAP plate n 10" pigtails	\$ 55.00	\$ 110.00	\$ 44.44	\$ 88.88
17	1	Dual AC outlet AAP plate	\$ 149.00	\$ 149.00	\$ 138.89	\$ 138.89
18	1	HDMI AAP plate on 10" pigtail	\$ 56.00	\$ 56.00	\$ 44.44	\$ 44.44
19	2	Two space blank AAP plate	\$ 14.00	\$ 28.00	\$ 11.11	\$ 22.22
20	2	Single space blank AAP plate	\$ 14.00	\$ 28.00	\$ 11.11	\$ 22.22
21	3	Flat field ceiling speaker with transformer, pair	\$ 309.00	\$ 927.00	\$ 277.78	\$ 833.34
22	1	20 outlet multi-mount rack mount power strip	\$ 72.00	\$ 72.00	\$ 55.36	\$ 55.36
23	2	1RU blank rack plate	\$ 8.00	\$ 16.00	\$ 5.64	\$ 11.28
24	4	2RU blank rack plate	\$ 11.00	\$ 44.00	\$ 7.57	\$ 30.28
25	1	1RU vent rack plate	\$ 13.00	\$ 13.00	\$ 9.02	\$ 9.02
26	1	4RU knock down rack shelf ears	\$ 39.00	\$ 39.00	\$ 27.71	\$ 27.71
27	1	17.5" deep base for knock down rack shelf	\$ 39.00	\$ 39.00	\$ 26.24	\$ 26.24
28	1	Guardian series security rack screw bit	\$ 12.00	\$ 12.00	\$ 8.56	\$ 8.56
29	1	Guardian series security rack screws, 100pc	\$ 32.00	\$ 32.00	\$ 22.36	\$ 22.36
30	1	Premium rack screws, 100pc	\$ 46.00	\$ 46.00	\$ 34.00	\$ 34.00
31	4	6ft USB 2.0 cables	\$ 3.00	\$ 12.00	\$ 2.44	\$ 9.76
32	1	3ft CAT 6 data cable, red	\$ 3.00	\$ 3.00	\$ 1.83	\$ 1.83
33	1	14ft CAT data cable, blue	\$ 6.00	\$ 6.00	\$ 4.44	\$ 4.44
34	1	14ft CAT 6 data cable, red	\$ 6.00	\$ 6.00	\$ 4.44	\$ 4.44
35	1	Inline CAT6 coupler, white	\$ 8.00	\$ 8.00	\$ 6.11	\$ 6.11
36	2	75ft Shielded CAT 5e data cable, green	\$ 21.00	\$ 42.00	\$ 6.11	\$ 12.22

SOUTH TEXAS COLLEGE
2. AUDIO VISUAL EQUIPMENT AND PARTS III
PROJECT NO. 14-15-1065

NAME			Audio Visual Aids Corp		Whitlock	
#	Qty	Description	Unit Price	Extension	Unit Price	Extension
37	1	Four Port USB 2.0 mobile hub	\$ 21.00	\$ 21.00	\$ 12.37	\$ 12.37
38	1	15ft Power Extension Cord, black	\$ 8.00	\$ 8.00	\$ 16.56	\$ 16.56
39	1	15ft Power Cord, black	\$ 7.00	\$ 7.00	\$ 15.28	\$ 15.28
40	1	MaxBlox DB9 male terminal block	\$ 17.00	\$ 17.00	\$ 11.06	\$ 11.06
41	1	MaxBlox DB9 female terminal block	\$ 17.00	\$ 17.00	\$ 11.06	\$ 11.06
42	1	MaxBlox Hood for CD-MX Connectors	\$ 3.00	\$ 3.00	\$ 2.20	\$ 2.20
43	1	High Resolution Document Camera	\$ 491.00	\$ 491.00	\$ 598.78	\$ 598.78
44	1	Remote Mouse	\$ 139.00	\$ 139.00	\$ 123.18	\$ 123.18
45	1	Shipping and Handling	\$ -	\$ -	\$ 156.76	\$ 156.76
Project 2 Sub-Total			\$ 5,505.50		\$ 5,381.96	
Project 3: Human Resources Conference Room A-163						
1	1	HDMI AAP Plate on 10" pigtail	\$ 55.00	\$ 55.00	\$ 44.44	\$ 44.44
2	1	High Speed and Standard Speed HDMI M/M 50" Cable	\$ 225.00	\$ 225.00	\$ 205.56	\$ 205.56
3	1	VGA Male to Male Cable 50"	\$ 76.00	\$ 76.00	\$ 67.78	\$ 67.78
4	1	55" High Performance LED Backlit Commercial-Grade Display w/o Stand	\$ 1,769.00	\$ 1,769.00	\$ 1,942.22	\$ 1,942.22
5	1	Fusion Micro-Adjustable Tilt Wall Mount/Reg	\$ 199.00	\$ 199.00	\$ 182.40	\$ 182.40
6	1	Shipping and Handling	\$ -	\$ -	\$ 125.00	\$ 125.00
Project 3 Sub-Total			\$ 2,324.00		\$ 2,567.40	
TOTAL AMOUNT PROPOSED			\$ 13,335.00		\$ 13,331.32	
TOTAL EVALUATION POINTS			99.48		98.25	
RANKING			1		2	

**SOUTH TEXAS COLLEGE
2. AUDIO VISUAL EQUIPMENT AND PARTS III
PROJECT NO. 14-15-1065
EVALUATION FORM**

NAME		Audio Visual Aids Corp	Whitlock		
ADDRESS		2903 N Flores St	11100 Metric Blvd		
CITY/STATE/ZIP		San Antonio, TX 78212	Austin, TX 78758		
PHONE		800-422-1282	512-280-3710		
FAX		800-854-8140	512-933-0291		
CONTACT		Ernest Mendez	Kristie Cantu		
1	The purchase price. (up to 50 points)	49.98	49.98	50	50
		49.98		50	
		49.98		50	
		49.98		50	
2	The reputation of the vendor and the vendor's goods and/or services. (up to 10 points)	10	10	10	10
		10		10	
		10		10	
		10		10	
3	The quality of the vendor's goods and/or services. (up to 18 points)	18	17.75	18	17.5
		18		18	
		18		18	
		17		16	
4	The extent to which the vendor's goods and/or services meet the district's needs. (up to 18 points)	18	18	18	18
		18		18	
		18		18	
		18		18	
5	The vendor's past relationship with the College. (up to 3 points)	3	2.75	3	2.75
		3		3	
		3		3	
		2		2	
6	The impact on the ability of the College to comply with the laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	1	1	0	0
		1		0	
		1		0	
		1		0	
TOTAL EVALUATION POINTS		99.48	98.25		
RANKING		1	2		

SOUTH TEXAS COLLEGE
3. AUDIO VISUAL EQUIPMENT AND PARTS IV
PROJECT NO 14-15-1070

		NAME	Audio Visual Aids Corp	Pro SVL, Inc.		Whitlock		
		ADDRESS	2903 N Flores St	8812 Grow Dr		11100 Metric Blvd		
		CITY/STATE/ZIP	San Antonio, TX 78212	Pensacola, FL 32514		Austin, TX 78758		
		PHONE	800-422-1282	888-441-8500		512-354-2827		
		FAX	800-854-8140	850-484-4201		512-933-0291		
		CONTACT	Ernest Mendez	John Gentry		Elissa Fox		
#	Qty	Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Pecan Campus H-216								
1	1	Eight input HDCP-compliant scaling presentation switcher w/mono amp	\$ 2,179.00	\$ 2,179.00	\$ 2,073.16	\$ 2,073.16	\$ 2,216.67	\$ 2,216.67
2	1	HDMI twisted pair receiver	\$ 277.00	\$ 277.00	\$ 244.03	\$ 244.03	\$ 261.11	\$ 261.11
3	1	Four output HDMI distribution amplifier	\$ 579.00	\$ 579.00	\$ 514.39	\$ 514.39	\$ 550.00	\$ 550.00
4	1	Four-gang AAP mounting frame	\$ 90.00	\$ 90.00	\$ 72.74	\$ 72.74	\$ 77.78	\$ 77.78
5	2	Universal rack shelf for 9.5" deep product	\$ 84.00	\$ 168.00	\$ 67.55	\$ 135.10	\$ 72.22	\$ 144.44
6	2	50ft Standard speed HDMI cable	\$ 216.00	\$ 432.00	\$ 192.25	\$ 384.50	\$ 205.56	\$ 411.12
7	5	6ft Ultra flexible HDMI M-M cable	\$ 48.00	\$ 240.00	\$ 36.37	\$ 181.85	\$ 38.89	\$ 194.45
8	1	6ft Standard speed HDMI to DVI-D cable	\$ 34.00	\$ 34.00	\$ 25.98	\$ 25.98	\$ 27.78	\$ 27.78
9	2	12ft Standard speed HDMI to DVI-D cable	\$ 48.00	\$ 96.00	\$ 36.37	\$ 72.74	\$ 38.89	\$ 77.78
10	3	12ft Ultra flexible HDMI M-M cable	\$ 61.00	\$ 183.00	\$ 46.76	\$ 140.28	\$ 50.00	\$ 150.00
11	2	6ft Display Port to HDMI adapter cable	\$ 48.00	\$ 96.00	\$ 36.37	\$ 72.74	\$ 38.89	\$ 77.78
12	2	Captive screw to stereo mini audio adapter cable	\$ 18.00	\$ 36.00	\$ 13.51	\$ 27.02	\$ 14.44	\$ 28.88
13	3	6ft Stereo mini M-M audio cable	\$ 4.50	\$ 13.50	\$ 3.12	\$ 9.36	\$ 3.33	\$ 9.99
14	2	12ft Stereo mini M-M audio cable	\$ 5.50	\$ 11.00	\$ 4.16	\$ 8.32	\$ 4.44	\$ 8.88
15	2	6ft VGA M-M micro VGA cable with audio	\$ 34.00	\$ 68.00	\$ 25.98	\$ 51.96	\$ 31.11	\$ 62.22
16	2	VGA AAP plate with audio	\$ 74.00	\$ 148.00	\$ 59.23	\$ 118.46	\$ 63.33	\$ 126.66
17	2	Dual USB AAP Plate on 10" Pigtailed	\$ 55.00	\$ 110.00	\$ 41.57	\$ 83.14	\$ 44.44	\$ 88.88
18	2	Dual AC Outlet AAP Plate	\$ 146.00	\$ 292.00	\$ 129.90	\$ 259.80	\$ 138.89	\$ 277.78
19	1	AAP Plate with AC outlet and USB	\$ 122.00	\$ 122.00	\$ 98.72	\$ 98.72	\$ 105.56	\$ 105.56
20	3	HDMI AAP Plate on 10" pigtail	\$ 55.00	\$ 165.00	\$ 41.57	\$ 124.71	\$ 44.44	\$ 133.32
21	2	Two space blank AAP plate	\$ 14.00	\$ 28.00	\$ 10.39	\$ 20.78	\$ 11.11	\$ 22.22
22	2	Single space blank AAP plate	\$ 14.00	\$ 28.00	\$ 10.39	\$ 20.78	\$ 11.11	\$ 22.22
23	2	3 input stereo mixer with DSP	\$ 285.00	\$ 570.00	\$ 254.60	\$ 509.20	\$ 272.22	\$ 544.44
24	3	Two-gang AAP mounting frame	\$ 71.00	\$ 213.00	\$ 57.15	\$ 171.45	\$ 61.11	\$ 183.33
25	4	XLR 3-pin female to solder cup neutrik	\$ 27.50	\$ 110.00	\$ 20.78	\$ 83.12	\$ 22.22	\$ 88.88
26	1	Shure ULX Combo Wireless Handheld Microphone System M 1	\$ 889.00	\$ 889.00	\$ 736.98	\$ 736.98	\$ 875.56	\$ 875.56
27	1	Shure ULX Combo Wireless Handheld Microphone System J 1	\$ 889.00	\$ 889.00	\$ 736.98	\$ 736.98	\$ 875.56	\$ 875.56
28	1	8,500 Lumens WUXGA data projector	\$ 12,695.00	\$ 12,695.00	\$ 12,773.74	\$ 12,773.74	\$ 14,258.56	\$ 14,258.56
29	1	2 year extended warranty for PT-DZ870 projector (5 year total warranty period)	\$ -	\$ -	\$ 420.87	\$ 420.87	\$ 450.00	\$ 450.00
30	1	20 outlet Multi-Mount Rackmount Power Strip	\$ 72.00	\$ 72.00	\$ 50.43	\$ 50.43	\$ 55.36	\$ 55.36
31	2	1RU Blank Rack Plate	\$ 8.00	\$ 16.00	\$ 5.09	\$ 10.18	\$ 5.64	\$ 11.28
32	2	1RU Vent Rack Plate	\$ 12.50	\$ 25.00	\$ 8.13	\$ 16.26	\$ 9.02	\$ 18.04

SOUTH TEXAS COLLEGE
3. AUDIO VISUAL EQUIPMENT AND PARTS IV
PROJECT NO 14-15-1070

		NAME	Audio Visual Aids Corp		Pro SVL, Inc.		Whitlock	
#	Qty	Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
33	2	4RU knock down rackshelf ears	\$ 38.00	\$ 76.00	\$ 25.88	\$ 51.76	\$ 27.71	\$ 55.42
34	2	17.5" deep base for knock down rackshelf	\$ 36.00	\$ 72.00	\$ 24.55	\$ 49.10	\$ 26.24	\$ 52.48
35	1	Guardian series security rack screw bit	\$ 12.00	\$ 12.00	\$ 7.79	\$ 7.79	\$ 8.56	\$ 8.56
36	1	Guardian series security rack screws, 100pc	\$ 31.50	\$ 31.50	\$ 20.53	\$ 20.53	\$ 22.36	\$ 22.36
37	1	Premium rack screws, 100pc	\$ 46.00	\$ 46.00	\$ 31.24	\$ 31.24	\$ 34.00	\$ 34.00
38	1	3 space rack drawer	\$ 156.00	\$ 156.00	\$ 120.94	\$ 120.94	\$ 135.50	\$ 135.50
39	4	10ft USB 2.0 cable	\$ 7.00	\$ 28.00	\$ 4.20	\$ 16.80	\$ 4.44	\$ 17.76
40	4	6ft USB cables	\$ 3.00	\$ 12.00	\$ 2.31	\$ 9.24	\$ 2.44	\$ 9.76
41	4	10ft USB extension cables	\$ 5.50	\$ 22.00	\$ 4.20	\$ 16.80	\$ 4.44	\$ 17.76
42	4	6ft USB 2.0 A-to-A type cable	\$ 3.00	\$ 12.00	\$ 2.21	\$ 8.84	\$ 2.33	\$ 9.32
43	1	3ft CAT 6 data cable, red	\$ 3.00	\$ 3.00	\$ 1.73	\$ 1.73	\$ 1.83	\$ 1.83
44	1	25ft CAT 6 data cable, blue	\$ 8.50	\$ 8.50	\$ 6.30	\$ 6.30	\$ 6.67	\$ 6.67
45	1	25ft CAT 6 data cable, black	\$ 8.50	\$ 8.50	\$ 6.30	\$ 6.30	\$ 6.67	\$ 6.67
46	1	25ft CAT 6 data cable, red	\$ 8.50	\$ 8.50	\$ 6.30	\$ 6.30	\$ 6.67	\$ 6.67
47	4	Inline CAT6 coupler, white	\$ 7.50	\$ 30.00	\$ 5.78	\$ 23.12	\$ 6.11	\$ 24.44
48	2	75ft Shielded CAT 5e data cable, green	\$ 21.00	\$ 42.00	\$ 18.28	\$ 36.56	\$ 6.11	\$ 12.22
49	1	Seven port USB 2.0 mobile hub ultra slim	\$ 53.00	\$ 53.00	\$ 40.27	\$ 40.27	\$ 45.71	\$ 45.71
50	3	15ft power extension cord, black	\$ 8.00	\$ 24.00	\$ 13.29	\$ 39.87	\$ 16.56	\$ 49.68
51	1	15ft power cord, black	\$ 8.00	\$ 8.00	\$ 12.27	\$ 12.27	\$ 15.28	\$ 15.28
52	1	Electric projection Screen Non-Tension, White case, Matt White, HDTV 16:9, 133" (65"X116")	\$ 1,095.00	\$ 1,095.00	\$ 1,025.67	\$ 1,025.67	\$ 951.11	\$ 951.11
53	1	MaxBlox DB9 male to terminal block connector	\$ 17.00	\$ 17.00	\$ 10.34	\$ 10.34	\$ 11.06	\$ 11.06
54	1	MaxBlox DB9 female to terminal block connector	\$ 17.00	\$ 17.00	\$ 10.34	\$ 10.34	\$ 11.06	\$ 11.06
55	1	Clamshell hood for MaxBlox connectors	\$ 3.00	\$ 3.00	\$ 2.06	\$ 2.06	\$ 2.20	\$ 2.20
56	1	Wireless keyboard/mouse set with a 100'range	\$ 127.00	\$ 127.00	\$ 109.07	\$ 109.07	\$ 114.78	\$ 114.78
57	2	18-24" Adjustable extension column	\$ 93.00	\$ 186.00	\$ 61.35	\$ 122.70	\$ 77.90	\$ 155.80
58	2	18" Fixed extension column	\$ 32.00	\$ 64.00	\$ 19.03	\$ 38.06	\$ 24.07	\$ 48.14
59	2	Fusion large flat panel ceiling mount	\$ 235.00	\$ 470.00	\$ 164.72	\$ 329.44	\$ 208.37	\$ 416.74
60	2	Suspended Ceiling Kit	\$ 129.00	\$ 258.00	\$ 111.93	\$ 223.86	\$ 114.63	\$ 229.26
61	2	65" LED Display-Commercial Grade w/o stand	\$ 2,079.00	\$ 4,158.00	\$ 1,948.46	\$ 3,896.92	\$ 2,593.33	\$ 5,186.66
62	1	Box of J Hooks (Qty 50)	\$ 150.00	\$ 150.00	\$ 280.59	\$ 280.59	No Bid	No Bid
63	1	Shipping	\$ -	\$ -	\$ -	\$ -	\$ 689.41	\$ 689.41
TOTAL AMOUNT PROPOSED			\$ 28,072.50		\$ 26,804.58		\$ 30,784.84	
TOTAL EVALUATION POINTS			95.59		91.32		85.98	
RANKING			1		2		3	

SOUTH TEXAS COLLEGE
3. AUDIOVISUAL EQUIPMENT AND PARTS IV
PROJECT NO. 14-15-1070
EVALUATION FORM

NAME		Audio Visual Aids Corp	Pro SVL, Inc.	Whitlock			
ADDRESS		2903 N Flores St	8812 Grow Dr	11100 Metric Blvd			
CITY/STATE/ZIP		San Antonio, TX 78212	Pensacola, FL 32514	Austin, TX 78758			
PHONE		800-422-1282	888-441-8500	512-354-2827			
FAX		800-854-8140	850-484-4201	512-933-0291			
CONTACT		Ernest Mendez	John Gentry	Elissa Fox			
1	The purchase price. (up to 50 points)	47.6	47.6	50	50	43	43
		47.6		50		43	
		47.6		50		43	
2	The reputation of the vendor and the vendor's goods and/or services. (up to 10 points)	10	9.33	8	8.33	9	8.66
		9		7		8	
		9		10		9	
3	The quality of the vendor's goods and/or services. (up to 18 points)	18	17.66	14	14.66	16	15.66
		18		13		14	
		17		17		17	
4	The extent to which the vendor's goods and/or services meet the district's needs. (up to 18 points)	18	17	18	16.33	18	16.33
		15		13		14	
		18		18		17	
5	The vendor's past relationship with the College. (up to 3 points)	3	3	2	2	3	2.33
		3		2		2	
		3		2		2	
6	The impact on the ability of the College to comply with the laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	1	1	0	0	0	0
		1		0		0	
		1		0		0	
TOTAL EVALUATION POINTS		95.59		91.32		85.98	
RANKING		1		2		3	

SOUTH TEXAS COLLEGE
4. AUDIO VISUAL EQUIPMENT AND PARTS V
PROJECT NO 14-15-1073

NAME		AISYS Consulting, LLC	Audio Visual Aids Corp	Pro SVL, Inc.	Whitlock					
ADDRESS		1217 E Hackberry Ave	2903 N Flores St	8812 Grow Drive	11100 Metric Blvd					
CITY/STATE/ZIP		McAllen, TX 78501	San Antonio, TX 78212	Pensacola, FL 32514	Austin, TX 78758					
PHONE		956-686-0101	800-422-1282	888-441-8500	512-354-2827					
FAX		956-686-0106	800-854-8140	850-484-4201	512-933-0291					
CONTACT		Elizabeth Lopez	Ernest Mendez	John Gentry	Elissa Fox					
#	Qty	Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	12	NEC V463 46" High Performance LED Backlit Commercial Grade Display	\$ 1,149.00	\$ 13,788.00	\$ 989.00	\$ 11,868.00	\$ 935.63	\$ 11,227.56	\$ 1,155.66	\$ 13,867.92
2	12	Chief Fusion Micro-Adjustable Tilt Wall Mount (37-63" Screens)	\$ 195.00	\$ 2,340.00	\$ 197.00	\$ 2,364.00	\$ 140.71	\$ 1,688.52	\$ 182.40	\$ 2,188.80
3	6	Full-Range Flat Field Speakers with low profile enclosure and 70/100 V transformer (sold in pairs)	\$ 285.00	\$ 1,710.00	\$ 305.00	\$ 1,830.00	\$ 259.79	\$ 1,558.74	\$ 277.78	\$ 1,666.68
4	12	Pre-Configured collaboration system for four digital & two analog sources w/ 120 VAC, w/2 dual AC outlets	\$ 2,698.72	\$ 32,384.64	\$ 2,799.00	\$ 33,588.00	\$ 2,665.49	\$ 31,985.88	\$ 2,850.00	\$ 34,200.00
5	12	MediaLink controller with ethernet control and AAP opening	\$ 729.00	\$ 8,748.00	\$ 618.00	\$ 7,416.00	\$ 571.55	\$ 6,858.60	\$ 611.11	\$ 7,333.32
6	24	Surface mount box; four gang, black	\$ 133.00	\$ 3,192.00	\$ 128.00	\$ 3,072.00	\$ 114.31	\$ 2,743.44	\$ 122.22	\$ 2,933.28
7	12	Four-gang AAP mounting frame	\$ 80.00	\$ 960.00	\$ 90.00	\$ 1,080.00	\$ 72.74	\$ 872.88	\$ 77.78	\$ 933.36
8	36	Two USB A female to two USB B female on 10" pigtailed	\$ 47.39	\$ 1,706.04	\$ 55.00	\$ 1,980.00	\$ 41.57	\$ 1,496.52	\$ 44.44	\$ 1,599.84
9	36	Two outlet USB charging ports	\$ 104.99	\$ 3,779.64	\$ 122.00	\$ 4,392.00	\$ 98.72	\$ 3,553.92	\$ 105.56	\$ 3,800.16
10	12	7 port powered desktop hub	\$ 17.99	\$ 215.88	\$ 21.00	\$ 252.00	\$ 15.74	\$ 188.88	\$ 18.96	\$ 227.52
11	12	Ultra flexible high speed HDMI cables	\$ 58.00	\$ 696.00	\$ 68.00	\$ 816.00	\$ 51.96	\$ 623.52	\$ 55.56	\$ 666.72
12	36	3.5mm male to male stereo audio cables	\$ 5.25	\$ 189.00	\$ 5.50	\$ 198.00	\$ 4.16	\$ 149.76	\$ 4.44	\$ 159.84
13	12	Ultra flexible single link DVI-D cables	\$ 56.00	\$ 672.00	\$ 61.00	\$ 732.00	\$ 46.76	\$ 561.12	\$ 50.00	\$ 600.00
14	72	USB cable type A to type B	\$ 3.09	\$ 222.48	\$ 3.00	\$ 216.00	\$ 2.15	\$ 154.80	\$ 2.28	\$ 164.16
15	36	USB A male to A female extension cable	\$ 3.59	\$ 129.24	\$ 3.50	\$ 126.00	\$ 2.81	\$ 101.16	\$ 2.98	\$ 107.28
16	12	MaxBlox DB9 female to terminal block connector	\$ 14.49	\$ 173.88	\$ 17.00	\$ 204.00	\$ 10.45	\$ 125.40	\$ 11.06	\$ 132.72
17	12	Clamshell hood for MaxBlox connector	\$ 2.89	\$ 34.68	\$ 3.00	\$ 36.00	\$ 2.08	\$ 24.96	\$ 2.20	\$ 26.40
18	12	10 Outlet surge protector with (15' cord) (minimum 10 outlet surge protector needed)	\$ 28.59	\$ 343.08	\$ 32.00	\$ 384.00	\$ 23.71	\$ 284.52	\$ 36.89	\$ 442.68
19	1	Shipping	\$ 985.00	\$ 985.00	\$ -	\$ -	\$ -	\$ -	\$ 2,131.48	\$ 2,131.48
TOTAL AMOUNT PROPOSED			\$ 72,269.56		\$ 70,554.00		\$ 64,200.18		\$ 73,182.16	
TOTAL EVALUATION POINTS			90.65		94		94.25		90.025	
RANKING			3		2		1		4	

**SOUTH TEXAS COLLEGE
4. AUDIO VISUAL EQUIPMENT AND PARTS V
PROJECT NO. 14-15-1073
EVALUATION FORM**

NAME		AISYS Consulting, LLC.		Audio Visual Aids Corp		Pro SVL, Inc.		Whitlock	
ADDRESS		1217 E Hackberry Ave		2903 N Flores St		8812 Grow Dr		11100 Metric Blvd	
CITY/STATE/ZIP		McAllen, TX 78501		San Antonio, TX 78212		Pensacola, FL 32514		Austin, TX 78758	
PHONE		956-686-0101		800-422-1282		888-441-8500		512-354-2827	
FAX		956-686-0106		800-854-8140		850-484-4201		512-933-0291	
CONTACT		Elizabeth Lopez		Ernest Mendez		John Gentry		Elissa Fox	
1	The purchase price. (up to 50 points)	44.4	44.4	45.5	45.5	50	50	43.9	43.9
		44.4		45.5		50		43.9	
		44.4		45.5		50		43.9	
		44.4		45.5		50		43.9	
2	The reputation of the vendor and the vendor's goods and/or services. (up to 10 points)	9	8.5	9	9.5	8	8.25	9	9.5
		10		10		9		9	
		7		9		8		10	
		8		10		8		10	
3	The quality of the vendor's goods and/or services. (up to 18 points)	17	17.25	17	17.5	17	16.25	17	16.25
		18		18		17		17	
		17		18		16		16	
		17		17		15		15	
4	The extent to which the vendor's goods and/or services meet the district's needs. (up to 18 points)	17	17	17	17.5	17	17.75	17.5	17.625
		18		18		18		17	
		15		17		18		18	
		18		18		18		18	
5	The vendor's past relationship with the College. (up to 3 points)	3	2.5	3	3	2	2	3	2.75
		3		3		2		2	
		2		3		2		3	
		2		3		2		3	
6	The impact on the ability of the College to comply with the laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	1	1	1	1	0	0	0	0
		1		1		0		0	
		1		1		0		0	
		1		1		0		0	
TOTAL EVALUATION POINTS		90.65		94		94.25		90.025	
RANKING		3		2		1		4	

SOUTH TEXAS COLLEGE
5. MID VALLEY CAMPUS ANALOG TO DIGITAL AUDIOVISUAL UPGRADE
PROJECT NO 14-15-1072

NAME		Audio Visual Aids Corp		
ADDRESS		2903 N Flores St		
CITY/STATE/ZIP		San Antonio, TX 78212		
PHONE		800-422-1282		
FAX		800-854-8140		
CONTACT		Ernest Mendez		
#	Qty	Description	Unit Price	Extension
1	14	Eight input HDCP-compliant scaling presentation switcher with DTP extension and 70v amplifier	\$ 2,179.00	\$ 30,506.00
2	1	8x4 Scaling presentation matrix switcher with DTP extension	\$ 3,549.00	\$ 3,549.00
3	1	Mono 70v amplifier, 200watts	\$ 402.00	\$ 402.00
4	2	Enhanced MediaLink controller with ethernet control and AAP opening	\$ 866.00	\$ 1,732.00
5	2	Two input DTP transmitter for HDMI and VGA with audio embedding, decora wallplate, white	\$ 613.00	\$ 1,226.00
6	2	Three input switcher with integrated DTP extension	\$ 781.00	\$ 1,562.00
7	2	Two output DVI distribution amplifier	\$ 274.00	\$ 548.00
8	1	Four output DTP distribution amplifier	\$ 1,709.00	\$ 1,709.00
9	16	DTP HDMI twisted pair receiver	\$ 274.00	\$ 4,384.00
10	2	Five-gang surface mount box	\$ 152.00	\$ 304.00
11	2	Two-gang AAP mounting frame, black	\$ 71.00	\$ 142.00
12	2	Two-gang surface mount box, black	\$ 129.00	\$ 258.00
13	30	Universal rack shelf for 9.5" deep products	\$ 84.00	\$ 2,520.00
14	60	6ft Ultra flexible HDMI M-M cable	\$ 48.00	\$ 2,880.00
15	15	9ft Ultra flexible HDMI M-M cable	\$ 55.00	\$ 825.00
16	15	6ft Display port to HDMI adapter cable	\$ 48.00	\$ 720.00
17	19	6ft Standard speed HDMI to DVI-D cable	\$ 34.00	\$ 646.00
18	30	Captive screw to stereo mini audio adapter cable	\$ 18.00	\$ 540.00
19	15	6ft stereo mini M-M audio cable	\$ 4.50	\$ 67.50
20	15	6ft VGA M-M micro VGA cable with audio	\$ 34.00	\$ 510.00
21	15	VGA AAP plate with audio	\$ 74.00	\$ 1,110.00
22	15	HDMI AAP plate on 10" pigtail	\$ 55.00	\$ 825.00
23	15	Two space blank AAP plate	\$ 14.00	\$ 210.00
24	15	Single space blank AAP plate	\$ 14.00	\$ 210.00

SOUTH TEXAS COLLEGE
5. MID VALLEY CAMPUS ANALOG TO DIGITAL AUDIOVISUAL UPGRADE
PROJECT NO 14-15-1072

NAME			Audio Visual Aids Corp	
#	Qty	Description	Unit Price	Extension
25	45	Flat field ceiling speaker with transformer, pair	\$ 305.00	\$ 13,725.00
26	15	1ft VGA-M to BNC-F breakout cable	\$ 33.00	\$ 495.00
27	15	6ft BNC M-M high resolution video cable	\$ 19.00	\$ 285.00
28	15	6ft RCA M-M stereo audio cable	\$ 7.00	\$ 105.00
29	15	Captive screw to RCA-F audio adapter cable	\$ 18.00	\$ 270.00
30	15	Audio/Video RCA AAP plate	\$ 41.00	\$ 615.00
31	15	4RU knock down rackshelf ears	\$ 38.00	\$ 570.00
32	15	17.5" deep base for knock down rackshelf	\$ 36.00	\$ 540.00
33	5	Guardian series security rack screw bit	\$ 12.00	\$ 60.00
34	5	Guardian series security rack screws, 100pc	\$ 32.00	\$ 160.00
35	5	Premium rack screws, 100pc	\$ 46.00	\$ 230.00
36	15	6ft USB extension cables	\$ 4.50	\$ 67.50
37	15	14ft shielded Cat5e data cable, green	\$ 7.50	\$ 112.50
38	15	14ft shielded Cat5e data cable, blue	\$ 7.50	\$ 112.50
39	15	14ft shielded Cat5e data cable, black	\$ 7.50	\$ 112.50
40	15	14ft shielded Cat5e data cable, gray	\$ 7.50	\$ 112.50
41	15	14ft shielded Cat5e data cable, red	\$ 7.50	\$ 112.50
42	15	75ft shielded Cat5e data cable, yellow	\$ 21.00	\$ 315.00
43	15	75ft shielded Cat5e data cable, green	\$ 21.00	\$ 315.00
44	15	75ft shielded Cat5e data cable, gray	\$ 21.00	\$ 315.00
45	15	75ft shielded Cat5e data cable, red	\$ 21.00	\$ 315.00
46	15	15ft power extension cord, black	\$ 8.00	\$ 120.00
47	15	15ft power cord, black	\$ 7.00	\$ 105.00
48	15	MaxBlox DB9 male terminal block	\$ 17.00	\$ 255.00
49	15	MaxBlox DB9 female terminal block	\$ 17.00	\$ 255.00
50	15	MaxBlox hood for CD-MX connectors	\$ 3.00	\$ 45.00
51	13	Digital document camera	\$ 489.00	\$ 6,357.00
52	1	Miscellaneous control wire, cables and terminations	\$ 3,074.50	\$ 3,074.50
53	1	Installation service fee for above equipment spread across 15 classrooms.	\$ 16,000.00	\$ 16,000.00
TOTAL AMOUNT PROPOSED			\$ 102,542.00	
TOTAL EVALUATION POINTS			99.25	
RANKING			1	

**SOUTH TEXAS COLLEGE
5. MID-VALLEY CAMPUS ANALOG TO DIGITAL
AUDIOVISUAL UPGRADE
PROJECT NO. 14-15-1072
EVALUATION FORM**

NAME		Audio Visual Aids Corp	
ADDRESS		2903 N Flores St	
CITY/STATE/ZIP		San Antonio, TX 78212	
PHONE		800-422-1282	
FAX		800-854-8140	
CONTACT		Ernest Mendez	
1	The purchase price. (up to 45 points)	45	45
		45	
		45	
		45	
2	The reputation of the vendor and the vendor's goods and/or services. (up to 15 points)	15	15
		15	
		15	
		15	
3	The quality of the vendor's goods and/or services. (up to 16 points)	15	15.5
		16	
		16	
		15	
4	The extent to which the vendor's goods and/or services meet the district's needs. (up to 20 points)	20	19.75
		20	
		19	
		20	
5	The vendor's past relationship with the College. (up to 3 points)	3	3
		3	
		3	
		3	
6	The impact on the ability of the College to comply with the laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	1	1
		1	
		1	
		1	
TOTAL EVALUATION POINTS		99.25	
RANKING		1	

**SOUTH TEXAS COLLEGE
6. PORTABLE STREAM/RECORD DEVICE
PROJECT NO 14-15-1068**

NAME		Audio Visual Aids Corp	Pro SVL, Inc.		Whitlock			
ADDRESS		2903 N Flores St	8812 Grow Dr		11100 Metric Blvd #200E			
CITY/STATE/ZIP		San Antonio, TX 78212	Pensacola, FL 32514		Austin, TX 78758			
PHONE		800-422-1282	888-441-8500		512-354-2827			
FAX		800-854-8140	850-484-4201		512-933-0291			
CONTACT		Ernest Mendez	John Gentry		Elissa Fox			
#	Qty	Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	1	Portable Stream/Record Device P/N WIN-SYSCBA-P2HDT/CSP-P	\$ 30,995.00	\$ 30,995.00	\$ 30,595.10	\$ 30,595.10	\$ 39,082.07	\$ 39,082.07
2	3	SDI Inputs P/N WIN-SYSADD-SDI1/CS P-P	\$ 1,029.00	\$ 3,087.00	\$ 959.75	\$ 2,879.25	\$ 1,224.75	\$ 3,674.25
TOTAL AMOUNT PROPOSED			\$	34,082.00	\$	33,474.35	\$	42,756.32
TOTAL EVALUATION POINTS				98.32		85.99		81.66
RANKING				1		2		3

**SOUTH TEXAS COLLEGE
6. PORTABLE STREAM/RECORD DEVICE
PROJECT NO. 14-15-1068
EVALUATION FORM**

NAME		Audio Visual Aids Corp		Pro SVL, Inc.		Whitlock	
ADDRESS		2903 N Flores St		8812 Grow Dr		11100 Metric Blvd #200E	
CITY/STATE/ZIP		San Antonio, TX 78212		Pensacola, FL 32514		Austin, TX 78758	
PHONE		800-422-1282		888-441-8500		512-354-2827	
FAX		800-854-8140		850-484-4201		512-933-0291	
CONTACT		Ernest Mendez		John Gentry		Elissa Fox	
1	The purchase price. (up to 50 points)	49	49	50	50	39	39
		49		50		39	
		49		50		39	
2	The reputation of the vendor and the vendor's goods and/or services. (up to 10 points)	9	9.66	8	6.33	9	9.33
		10		4		9	
		10		7		10	
3	The quality of the vendor's goods and/or services. (up to 18 points)	18	17.66	17	11.33	17	15.33
		18		3		14	
		17		14		15	
4	The extent to which the vendor's goods and/or services meet the district's needs. (up to 18 points)	18	18	18	16.33	17	16
		18		13		13	
		18		18		18	
5	The vendor's past relationship with the College. (up to 3 points)	3	3	2	2	2	2
		3		2		2	
		3		2		2	
6	The impact on the ability of the College to comply with the laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	1	1	0	0	0	0
		1		0		0	
		1		0		0	
TOTAL EVALUATION POINTS		98.32		85.99		81.66	
RANKING		1		2		3	

**SOUTH TEXAS COLLEGE
7. PREFERRED PRIVATE LENDER LIST
PROJECT NO. 14-15-1075**

VENDOR		SallieMae	
ADDRESS		2001 Edmund Halley Dr	
CITY/STATE/ZIP		Reston, VA 20191	
PHONE		317-806-0480	
EMAIL		brookpallanez@salliemae.com	
CONTACT		Brook Pallanez	
A. 2015/16 Fixed Interest Rate Pricing			
Repayment Options		Interest Rate	Origination/Repayment Fees
1	PLUS Loan*	7.21% (APR: 7.31% or 8.15%)	4.292%
2	Interest Repayment Option	5.75% to 11.88% (APR: 5.74% to 11.85%)	0%
3	Fixed Repayment Option	6.25% to 12.38% (APR: 6.08% to 11.43%)	0%
4	Deferred Repayment Option	6.75% to 12.88% (APR: 6.41% to 11.69%)	0%
2015/16 Variable Interest Rate Pricing			
Repayment Options		Interest Rate	Origination/Repayment Fees
5	PLUS Loan*	Not Applicable	Not Applicable
6	Interest Repayment Option	LIBOR +2% to 8.88% (APR: 2.25% to 9.11%)	0%
7	Fixed Repayment Option	LIBOR +2.50% to 9.38% (APR: 2.75% to 9.09%)	0%
8	Deferred Repayment Option	LIBOR +3% to 9.88% (APR: 3.17% to 9.37%)	0%
B	Co-signer Requirements: A cosigner is not required unless the applicant is below the age of majority in his/her state or not a U.S. citizen or permanent resident. A cosigner may improve an applicant's chance for approval and help lower the rate.		
C	How credit scoring is used in determining who can borrow: Our underwriting model leverages our decades of experience in the student loan industry. It allows us to perform a comprehensive review of your student's (and cosigner's, as applicable) credit history to determine the ability and willingness to successfully repay the loan. It also allows for numerous variables to be evaluated for the basis of the credit decision. For example, the ability to pay may be measured by debt levels and available income. The willingness to pay may be measured by demonstrated payment history on other department obligations.		
D	Pre-Approval Process: SallieMae does not have a process that pre-approves applicants outside of our application process. A credit approval is considered a "contingent approval" as Smart Option Student Loans require the school's certification prior to loan funds being released for disbursement.		
E	Front-end Fees, if any, charged to customer: There are no applications, guarantee, origination, disbursement, or repayment fees associated with the SallieMae Smart Option Student Loan. Other fees, such as late fees, that may be assessed are disclosed to the consumer in the Loan Disclosures		
TOTAL EVALUATION POINTS		94.99	
EVALUATION RANKING		1	

**SOUTH TEXAS COLLEGE
7. PREFERRED PRIVATE LENDER LIST
PROJECT NO. 14-15-1075
EVALUATION FORM**

VENDOR		SallieMae	
STREET		2001 Edmund Halley Dr	
STATE/ZIP		Reston, VA 20191	
PHONE		317-806-0480	
EMAIL		brookpallanez@salliemae.com	
CONTACT		Brook Pallanez	
1	The firm's experience in providing the services requested. (up to 20 points)	19	19
		19	
		19	
2	Fees, charges and other loan requirements. (up to 20 points)	19	19.33
		19	
		20	
3	Borrower benefits and Customer Service. (up to 30 points)	29	29.33
		29	
		30	
4	Default prevention efforts. (up to 10 points)	9	9
		9	
		9	
5	The firm's financial standing. (up to 20 points)	18	18.33
		18	
		19	
TOTAL EVALUATION POINTS		94.99	
RANKING		1	

**SOUTH TEXAS COLLEGE
8. PROJECTOR REPLACEMENT PROJECT
PROJECT NO 14-15-1069**

NAME			Audio Visual Aids Corp	
ADDRESS			2903 N Flores St	
CITY/STATE/ZIP			San Antonio, TX 78212	
PHONE			800-422-1282	
FAX			800-854-8140	
CONTACT			Ernest Mendez	
#	Qty	Description	Unit Price	Extension
1	1	Projector Replacement Project Total: 88 District Wide	\$ 169,620.00	\$ 169,620.00
TOTAL AMOUNT PROPOSED			\$	169,620.00
TOTAL EVALUATION POINTS				100
RANKING				1

SOUTH TEXAS COLLEGE
8. PROJECTOR REPLACEMENT PROJECT
PROJECT NO. 14-15-1069
EVALUATION FORM

NAME		Audio Visual Aids Corp	
ADDRESS		2903 N Flores St	
CITY/STATE/ZIP		San Antonio, TX 78212	
PHONE		800-422-1282	
FAX		800-854-8140	
CONTACT		Ernest Mendez	
1	The purchase price. (up to 45 points)	45	45
		45	
		45	
2	The reputation of the vendor and the vendor's goods and/or services. (up to 15 points)	15	15
		15	
		15	
3	The quality of the vendor's goods and/or services. (up to 16 points)	16	16
		16	
		16	
4	The extent to which the vendor's goods and/or services meet the district's needs. (up to 20 points)	20	20
		20	
		20	
5	The vendor's past relationship with the College. (up to 3 points)	3	3
		3	
		3	
6	The impact on the ability of the College to comply with the laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	1	1
		1	
		1	
TOTAL EVALUATION POINTS		100	
RANKING		1	

**SOUTH TEXAS COLLEGE
9. TEMPORARY PERSONNEL SERVICES
PROJECT NO. 14-15-1061**

VENDOR	Express Employment Professionals	Extra Extras, Inc.	Kelly Services, Inc.	Manpower US, Inc.	One Stop Staffing, LLC.	R&D Contracting, Inc.	Select Staff	Spherion Staffing, LLC.	Temps Plus Staffing Service	Texas Staffing Pros, LLC.
ADDRESS	504 N 10th St, Ste B1 & B2 McAllen, TX 78501	151 E Los Toritos Weslaco, TX 78596	2200 Tremon Rd Ste 4B McAllen, TX 78504	5000 W Military Highway Ste 115 McAllen, TX 78503	1305 E Washington Harlingen, TX 78550	4405 N 22nd St McAllen, TX 78504	2220 W Trenton Rd Edinburg, TX 78539	3625 Cumberland Blvd Ste 600 Atlanta, GA 30339	2505 Buddy Owens McAllen, TX 78504	4104 N 23rd St McAllen, TX 78504
PHONE	956-664-9675	956-854-4072	956-664-0841	956-630-9415	956-440-7250	956-971-0152	956-630-8367	770-937-7000	956-687-8367	956-682-6500
FAX	888-664-1511	956-969-2216	956-664-0668		956-440-7266	956-971-0258	956-630-4502	866-446-5516	956-687-8368	956-682-6502
CONTACT	Debi Maqueda	John F. Cuellar	Laura Karam	Kelli Stanton	Teresa Fewell	Yolanda Gonzalez	Jessica Kinser	Kent Peters	Ehed Silva	Samuel Olivares
#	Description	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed
1	Mark Up Percentage	38%	42%	33.75%	42%	34%	50%	41%	35%	40%
2	Overtime Mark Up Percentage	38%	Did not provide markup only indicated hourly rate at time and a half	Did not provide markup only indicated hourly rate at time and a half	40%	34%	Did not provide markup only indicated hourly rate at time and a half	35% - 38%	25%	35%
3	Wait period if STC wishes to hire	90 days or 550 Consecutive Hours	No Hiring Stipulations	0-30 days: 20% 31-60 days: 15% 61-90 days: 10% 91-120 days: 5% 120+ days: No Fee	90 days or 720 Work Hours	520 Hours	520 Hours	1-100 Hours - 17% 101-200 Hours - 15% 201-300 Hours - 13% 301-400 - 11% 401-500 Hours - 9% 501-620 Hours - 7% 620+ Hours - No Fee	520 Hours	600 Hours
4	Background Checks	Completed at no additional charge	Conducted if requested by customer	Will comply with STC requirements	Completed at no additional charge	Completed at no additional charge	Completed at no additional charge	Upon Request	Completed at no additional charge	Completed at no additional charge
5	Number of Years in Business	20	11	67	8 1/2	15	34	34 in Texas	5 1/2	8
6	Number of Employees	10	50	3,500 Full Time 31,000 Worldwide	4 In-house 200 Employees	12	48 Full Time	7 In-house 255 Temporary Employees	150+	180

SOUTH TEXAS COLLEGE
10. ADVERTISING AGREEMENTS

NAME		Richards/Calberg		The Lamar Companies		
ADDRESS		8750 N Central Expway Ste 1200		2001 Industrial Way		
CITY/STATE/ZIP		Dallas, TX 75231		San Benito, TX 78586		
PHONE		214-891-5770		956-399-4900		
FAX				956-399-4993		
CONTACT		Debbie Hubacek		Tracy White		
#	Qty	Description		Extension	Unit Price	Extension
1	1	Advertising Services	\$ 40,572.23	\$ 40,572.23	\$ 64,230.00	\$ 64,230.00
TOTAL AMOUNT			\$	40,572.23	\$	64,230.00

SOUTH TEXAS COLLEGE
11. DIGITAL ADVERTISING AGREEMENTS

NAME		Google, Inc.	Millennial Media, Inc.			
ADDRESS		1600 Amphitheatre Parkway	2400 Boston St Ste 201			
CITY/STATE/ZIP		Mountain View, CA 94043	Baltimore, MD 21224			
PHONE		650-623-4000	866-219-4318			
FAX			855-845-2581			
CONTACT		Ashley Black	Padraic O' Conner			
#	Qty	Description	Unit Price	Extension	Unit Price	Extension
1	1	Digital Advertising Services Period: 6/1/15 - 8/23/15	\$ 35,000.00	\$ 35,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL AMOUNT			\$	35,000.00	\$	25,000.00

SOUTH TEXAS COLLEGE
12. INSTITUTIONAL MEMBERSHIP - CCCSE

NAME			The University of Texas at Austin	
ADDRESS			3316 Grandview St	
CITY/STATE/ZIP			Austin, TX 78705	
PHONE			512-471-6807	
FAX			512-471-4209	
#	Qty	Description	Unit Price	Extension
1	1	2015 CCSSE Membership Period: 9/1/14 - 8/31/15	\$ 11,320.00	\$ 11,320.00
2	1	CCSSE Additional Questions 2015	\$ 500.00	\$ 500.00
TOTAL AMOUNT			\$	11,820.00

SOUTH TEXAS COLLEGE
13. RADIO ADVERTISING AGREEMENTS

NAME		Pandora Media, Inc.	Total Traffic + Weather Network			
ADDRESS		2101 Webster St Ste 1650	20880 Stone Oak Parkway			
CITY/STATE/ZIP		Oakland, CA 94612	San Antonio, TX 78258			
PHONE		510-451-4100	512-684-7350			
CONTACT		John McDonough	Rebecca Gions			
#	Qty	Description	Unit Price	Extension	Unit Price	Extension
1	1	Radio Advertising Period: 5/4/15 - 8/23/15	\$ 41,800.00	\$ 41,800.00	\$ 20,000.00	\$ 20,000.00
TOTAL AMOUNT			\$	41,800.00	\$	20,000.00

**SOUTH TEXAS COLLEGE
14. DISTRICT WIDE FURNITURE REQUEST
MAY 26, 2015**

#	Qty	Description	Unit Price	Extension	Requesting Department
Allsteel Inc./Gateway Printing and Office Supply, Inc. (TXMAS-9-711050)					
1	6	SPLA-TP-WLMN-M278952.WAU9.NA Top Special 60"x20", Self-Edge	\$136.40	\$818.40	Grant Compliance - David Passero
	6	AW2TSPCB60.PR2.B Aware 18-24D Fixed Legs Table	\$185.25	\$1,111.50	Tables for the Active Learning Classrooms located District Wide
2	1	Labor to receive, inspect, deliver and install	\$210.00	\$210.00	
		Allsteel Inc. Total		\$2,139.90	
Bretford Manufacturing /Gateway Printing & Office Supply, Inc. (TXMAS-3-7110510)					
1	32	IP35SD21 36"x24" Smart Deck with Glide Table	\$561.40	\$17,964.80	Quality Enhancement Plan - Laura Talbot
	32	DPCE4 Fluid Power 4 Outlet Power	\$73.71	\$2,358.72	Computer tables for the QEP computer lab located at the Mid Valley Campus
	8	DPPI20 Fluid Power in Feed Cable	\$133.65	\$1,069.20	
	24	DPJ38 Fluid Power 38"L Jumper C	\$31.45	\$754.80	
	1	Freight	\$1,253.27	\$1,253.27	
2	1	Labor to receive, inspect, deliver and install	\$1,120.00	\$1,120.00	
		Bretford Manufacturing Total		\$24,520.79	
Computer Comforts , Inc. (TXMAS-4-7110130)					
1	12	Bullet-shaped Team Table with Tapered Top Design 72"W w/Taper	\$750.00	\$9,000.00	Instructional Resource Open Lab - Lelia Salinas
	12	Custom cutout in table top	\$16.50	\$198.00	Tables for group stations located at the Open Labs located District Wide
	12	Factory Assembly	\$10.00	\$120.00	
	1	Shipping	\$2,700.00	\$2,700.00	
2	2	Instructor table "SpaceSaver" to include 30W x 30D	\$513.15	\$1,026.30	Inst Tech Maintenance & Replacement - Marie Evans
	2	Flip up side surface (28"W x 20"D)	\$117.00	\$234.00	Podium and booth rack parts needed for the Pecan Campus Cooper Theater upgrade project
	2	Flip up side surface (28"W x 20"D)	\$117.00	\$234.00	
	2	Cable cut-out in wood with grommet (3.25"). Left	\$16.50	\$33.00	
	4	Cable Cutout in Table top	\$16.50	\$66.00	
	2	Factory Assembly	\$25.00	\$50.00	
	2	Box/Pallet/Handling	\$35.00	\$70.00	
	1	Shipping	\$390.00	\$390.00	
	1	TX MAS Fee	\$32.10	\$32.10	
3	1	Instructor table "SpaceSaver" to include 60W x 30D	\$1,026.30	\$1,026.30	Quality Enhancement Plan - Laura Talbot
	1	Adjustable Keyboard Arm (ADA) with 25" Platform and Wrist Pad	\$157.50	\$157.50	Podium needed for the QEP lab located at Mid Valley Campus
	1	Heavy Duty LCD arm 800n Cylinder. LCD Range 6lbs - 12lbs	\$296.40	\$296.40	
	1	Mounting Bracket for HideAway LCD Arms	\$23.25	\$23.25	
	1	Flip up side surface (28"W x 20"D)	\$117.00	\$117.00	
	3	Cable Cutout in Table top	\$16.50	\$49.50	
	2	Middle Atlantic Vented Panel (one-rack space)	\$23.35	\$46.70	
	1	Factory Assembly	\$25.00	\$25.00	
	1	Box/Pallet/Handling	\$35.00	\$35.00	

**SOUTH TEXAS COLLEGE
14. DISTRICT WIDE FURNITURE REQUEST
MAY 26, 2015**

#	Qty	Description	Unit Price	Extension	Requesting Department
	1	Shipping	\$375.00	\$375.00	
	1	TX MAS Fee	\$32.77	\$32.77	
		Computer Comforts Total		\$16,337.82	
Cramer LLC/Gateway Printing and Office Supply, Inc. (TXMAS-6-711050)					
1	25	RPMM2-225 Rhino Plus Mid Height, Medium Back, 2 Way Adjustment	\$344.32	\$8,608.00	New Furniture - Gerardo M Rodriguez, Jr.
	25	RPMM2-225 Rhino Plus Mid Height, Medium Back, 2 Way Adjustment	\$344.32	\$8,608.00	Science lab stools are needed to replace broken stools at Pecan Campus.
	1	TX Mas Admin Fee	\$262.17	\$262.17	
2	25	RPMM2-225 Rhino Plus Mid Height, Medium Back, 2 Way Adjustment	\$344.32	\$8,608.00	New Furniture - Gerardo M Rodriguez, Jr.
	25	RPMM2-225 Rhino Plus Mid Height, Medium Back, 2 Way Adjustment	\$344.32	\$8,608.00	Science lab stools are needed to replace broken stools at Starr County Campus.
	1	TX Mas Admin Fee	\$262.17	\$262.17	
3	25	RPMM2-225 Rhino Plus Mid Height, Medium Back, 2 Way Adjustment	\$344.32	\$8,608.00	New Furniture - Gerardo M Rodriguez, Jr.
	25	RPMM2-225 Rhino Plus Mid Height, Medium Back, 2 Way Adjustment	\$344.32	\$8,608.00	Science lab stools are needed to replace broken stools at Mid Valley Campus.
	1	TX Mas Admin Fee	\$262.17	\$262.17	
4	1	Labor to receive, inspect, deliver and install	\$3,750.00	\$3,750.00	
		Cramer LLC Total		\$56,184.51	
Datum Filing Systems Inc./Gateway Printing and Office Supply, Inc.(TXMAS-14-71080)					
1	6	2036KS Trackside Top Shelf 36"Wx20"D	\$13.35	\$80.10	Business Office - Myriam Lopez
	30	2036SS Slotted Standard Duty Shelf 36"Wx20"D	\$13.35	\$400.50	Shelving units needed for the Business Office
	4	7620LC Closed "L" Upright 20"Dx76 1/4"H	\$36.42	\$145.68	
	4	7620TC Closed "T" Upright 20"Dx76 1/4"H	\$42.06	\$168.24	
	12	QB3602 Kick Plate 36"W, 2"H	\$4.72	\$56.64	
	30	SB36 Slotted Back Stop 36"Wx2"H	\$3.70	\$111.00	
	60	SR20 Shelf Reinforcement 20"	\$1.60	\$96.00	
	72	SS-3614 Standard Duty Shelf Support 36"	\$2.37	\$185.04	
	1	Freight	\$590.00	\$590.00	
	1	TXMas	\$18.93	\$18.93	
2	1	Labor to receive, inspect, deliver and install	\$125.00	\$125.00	
		Datum Filing Systems Inc. Total		\$1,977.13	
Exemplus Corporation/Gateway Printing and Office Supply, Inc. (TXMAS-4-7110240)					
1	7	40Y.A17 TR2 Sit On It Task Enhanced Synchro Control Chair	\$325.30	\$2,277.10	Internal Audits/Accountability & Mgmt Srvs Dept - Mary G. Elizondo Chairs for the Accountability and Management Services Department Office
2	10	40Y.A17 TR2 Sit On It Task Enhanced Synchro Control Chair	\$320.40	\$3,204.00	Inst Tech Maintenance & Replacement - Marie Evans
	10	TX Mas Fee	\$4.90	\$49.00	Chairs for Instructional Technologies

**SOUTH TEXAS COLLEGE
14. DISTRICT WIDE FURNITURE REQUEST
MAY 26, 2015**

#	Qty	Description	Unit Price	Extension	Requesting Department
3	4	40Y.A17 TR2 Sit On It Task Enhanced Synchro Control Chair	\$325.30	\$1,301.20	Division of Business & Technology - Mario Reyna Chairs for the Pharr Teaching Center
4	1	40Y.A17 TR2 Sit On It Task Enhanced Synchro Control Chair	\$325.30	\$325.30	Office of Strategic Initiatives - Dr. David Plummer Desk and Chair for Associate Dean for Institutional Research and Effectiveness located at Pecan Plaza
5	1	Labor to receive, inspect, deliver, install and remove debris	\$550.00	\$550.00	
		Exemplis Corporation Total		\$7,706.60	
Herman Miller/ Workplace Resources (US Communities 4400003403)					
1	4	OA200 Swoop Plywood Lounge Chair	\$1,046.59	\$4,186.36	Library Services - Cody Gregg
2	OA200	Swoop Plywood Lounge Chair	\$1,046.59	\$2,093.18	Furniture for the Pecan Library to be replaced outdated and out of warranty furniture
4	OA200	Swoop Plywood Lounge Chair	\$1,046.59	\$4,186.36	
6	2222.B1.T.A127	Wit, Midback Chair, Mesh Back, Swivel Tilt, Fixed Arms	\$203.84	\$1,223.04	
		Herman Miller Total		\$11,688.94	
The Hon Company/Gateway Printing & Office Supply, Inc. (TXMAS-6-71111060-11)					
1	1	H310 Vertical File 4 Drawer Letter w/ Lock Charcoal	\$198.39	\$198.39	Mathematics Program - Mahmoud Fathelden Filing Cabinet for Instructor located at the Mid Valley Campus
2	1	HSC2472 Storage Cabinet 24Dx36Wx72H, Black	\$352.05	\$352.05	Art Program - Richard D Lubben Storage Cabinet will be used to store items in the Printmaking Studio
3	2	H884 Brigade 800 Lateral File 4 Drawer, Charcoal	\$502.20	\$1,004.40	New Furniture - Gerardo M Rodriguez, Jr. Lateral file for the Director of Human Resources
4	2	H314 Vertical File 4 Drawer Letter w/ Lock, Black	\$198.39	\$396.78	Internal Audits/Accountability & Mgmt Svcs Dept - Mary G. Elizondo
	2	HS72ABC Brigade Bookcase 5 Shelf, Black	\$159.10	\$318.20	Vertical files and Bookcases for the Accountability and Management Services Department Office
5	4	H314 Vertical File 4 Drawer Letter w/ Lock, Black	\$198.39	\$793.56	Division of Business & Technology - Mario Reyna Vertical File for the Pharr Teaching Center
6	2	HS72ABC Brigade Bookcase 5-Shelf, Black	\$159.10	\$318.20	Division of Business & Technology - Mario Reyna Bookcases for the Pharr Teaching Center
7	1	H314 Vertical File 4 Drawer Letter w/ Lock, Black	\$198.39	\$198.39	Office of Strategic Initiatives - Dr. David Plummer
	1	HS72ABC Brigade Bookcase 5 Shelf, Black	\$159.10	\$159.10	Desk and Chair for Associate Dean for Institutional Research and Effectiveness located at Pecan Plaza
8	1	Labor to receive, inspect, deliver, install and remove debris	\$675.00	\$675.00	
		The Hon Company Total		\$4,414.07	

**SOUTH TEXAS COLLEGE
14. DISTRICT WIDE FURNITURE REQUEST
MAY 26, 2015**

#	Qty	Description	Unit Price	Extension	Requesting Department
Krueger International, Inc./Gateway Printing & Office Supply, Inc. (TXMAS-3-7110400)					
1	79	TPNAU Torsion Pedestal Base Chair, Armless	\$308.64	\$24,382.56	Instructional Resource Open Lab - Lelia Salinas Chairs needed to replace old and out of warranty chairs located at the Open Labs in Technology and Pecan Campus
2	32	TPNAU Torsion Pedestal base Chair, Armless	\$308.64	\$9,876.48	Quality Enhancement Plan - Laura Talbot Computer chairs for the QEP lab located at Mid Valley Campus
3	1	BR-35FX-74P Barron Round Table Fixed Leg, 74P	\$641.76	\$641.76	New Furniture - Gerardo M Rodriguez, Jr. Round table for the Director of Human Resources
4	8	HUN2060-74P Hurry Up Flip Top Table, 20"x60"	\$526.56	\$4,212.48	Professional & Organizational Dev - Anahid Petrosian Atamian
	16	SNNAU Strive Nesting Armless Chair	\$246.49	\$3,943.84	Tables and Chairs for the Professional & Organizational Development Training Room
5	5	AC8IF.108 Activ8 Infeed	\$91.20	\$456.00	Instructional Technologies - Marie Evans
	2	AC8JP.29 Activ8 Jumper 29" Long	\$28.80	\$57.60	Cubicles for the Technicians at the
	4	AC8JP.77 Activ8 Jumper 77" Long	\$38.88	\$155.52	Instructional Technologies Department
	12	AC8RPTIT.12 Activ8 Module and Attachment Bracket for In Tandem	\$57.60	\$691.20	
	12	ITCL2429 In Tandem C Leg 24"D, 29"H	\$91.68	\$1,100.16	
	10	ITDV1724/E End Divider Screen, 74P Edge	\$96.00	\$960.00	
	5	ITDV1724/M74P Middle Divider Screen, 74P Edge	\$102.24	\$511.20	
	2	ITPS1736 In Tandem Privacy Screen, Rect 17"Hx36"W	\$104.64	\$209.28	
	4	ITPS1772 In Tandem Privacy Screen, Rect 17"Hx36"W	\$198.24	\$792.96	
	2	ITSB36/NN/ND In Tandem End of Run/Stand-Alone Beam 36"W	\$112.80	\$225.60	
	4	ITSB72/NN/ND In Tandem End of Run Stand Alone Beam	\$182.88	\$731.52	
	2	IWS2436/NB-74P-N In Tandem Worksurface, 24"x36"	\$131.04	\$262.08	
	4	IWS2472/NB-74P-N In Tandem Worksurface, 24"x72"	\$198.72	\$794.88	
	10	KOCPU CPU Holders - Basic with Lock	\$157.44	\$1,574.40	
6	3	7S/S3066-74P-F Desk Full Modesty Panel 74P Edge 30"x66"W	\$526.56	\$1,579.68	Division of Business & Technology - Mario Reyna
	3	7D/R2448-74P-F Desk Return Full Modesty Panel 74P	\$382.56	\$1,147.68	Bookcases for the Pharr Teaching Center
	3	S7P/1524WBBF File Supporting Ped-Box/File - 24" Nominal Depth	\$384.48	\$1,153.44	
	3	S7P/1524WFF File Supporting Ped-File/File 24" Nominal Depth	\$333.60	\$1,000.80	
	1	7S/S3066-74P-F Desk Full Modesty Panel 74P Edge 30"x66"W	\$526.56	\$526.56	
	1	7D/R2448-74P-F Desk Return Full Modesty Panel 74P	\$384.48	\$384.48	
	10	RAPWAUS Rapture Chair with Arms, Uphol Seat	\$183.84	\$1,838.40	
	1	BR-35FX-74P Barron Round Table Fixed Leg, 74P	\$641.76	\$641.76	
7	1	RAPWAUS Rapture Chair with Arms, Uphol Seat	\$183.84	\$183.84	Office of Strategic Initiatives - Dr. David Plummer
	1	7D/D3066-74P-F Desk Full Modesty Panel, 74P Edge 30"x66"W	\$526.56	\$526.56	Desk and Chair for Associate Dean for Institutional
	1	7D/D2472-74P-F Desk Full Modesty Panel, 74P Edge 24"x72"W	\$458.88	\$458.88	Research and Effectiveness located at Pecan Plaza

**SOUTH TEXAS COLLEGE
14. DISTRICT WIDE FURNITURE REQUEST
MAY 26, 2015**

#	Qty	Description	Unit Price	Extension	Requesting Department
	1	7D/B2436-74P-F Desk Bridge Full Modesty Panel, 74P Edge	\$330.72	\$330.72	
	1	S7P/1530WBBF Files Supporting Ped-Box/File 30" Nominal Depth	\$384.48	\$384.48	
	1	S7P/1524WFF File Supporting Ped-File/File 24" Nominal Depth	\$333.60	\$333.60	
8	12	46.0002.24 Wireworks Standard Horizontal Rail, 24"L, Black	\$11.52	\$138.24	Division of Finance and Administrative Services - Mary G. Elizondo
	12	46.0002.36 Wireworks Standard Horizontal Rail, 36"L, Black	\$14.88	\$178.56	Cubicles, Desks and Chairs for Accountability and
	12	46.0002.42 Wireworks Standard Horizontal Rail, 42"L, Black	\$16.32	\$195.84	Management Services Department Office
	4	46.0017.24 Wireworks Domestic Power Base Trim/Raceway, 24"W	\$27.36	\$109.44	
	4	46.0017.36 Wireworks Domestic Power Base Trim/Raceway, 36"W	\$34.56	\$138.24	
	4	46.0017.42 Wireworks Domestic Power Base Trim/Raceway, 42"W	\$41.76	\$167.04	
	4	46.0040.24 Wireworks Top Caps, 24"W	\$11.04	\$44.16	
	4	46.0040.36 Wireworks Top Caps, 36"W	\$13.44	\$53.76	
	4	46.0040.42 Wireworks Top Caps, 42"W	\$18.24	\$72.96	
	12	46.0365 Wireworks Top Cap Splice Plate	\$0.48	\$5.76	
	4	PCP9066 Wireworks 90 Degree 2-Way "L" Corner, Upholst, 66"H	\$140.16	\$560.64	
	4	PEP66 Wireworks End of Run Condition, 66"H	\$53.76	\$215.04	
	4	PPF66 Wireworks 180 Degree 2 Way In Line Connection, 66"H	\$35.04	\$140.16	
	8	PLT2148 Wireworks Laminate Tile, 24"Wx18"H	\$119.04	\$952.32	
	8	PLT2442 Wireworks Laminate Tile, 24"Wx42"H	\$154.08	\$1,232.64	
	8	PLT3618 Wireworks Laminate, 36"Wx18"H	\$139.68	\$1,117.44	
	8	PLT3642 Wireworks Laminate, 36"Wx42"H	\$191.52	\$1,532.16	
	8	PLT4218 Wireworks Laminate, 42"Wx18"H	\$144.00	\$1,152.00	
	8	PLT4242 Wireworks Laminate, 42"Wx42"H	\$218.88	\$1,751.04	
	4	PRDS36/WV/PM Wireworks Universal Overhead w/Steel Door, 36"W	\$279.84	\$1,119.36	
	4	PRDS42/WV/PM Wireworks Universal Overhead w/Steel Door, 42"W	\$294.72	\$1,178.88	
	4	PWC244224-74P Wireworks Curvilinear 90 Degree Corner, 74P Edge	\$221.28	\$885.12	
	4	PWM66 Wireworks Adjustable Wall Mount, 66"H	\$99.84	\$399.36	
	8	PWR2436-74P Wireworks Rectangular Work surface, 74P Edge 24"Hx36"W	\$139.68	\$1,117.44	
	9	PWT30 Wireworks Wall Track, 30"H	\$14.88	\$133.92	
	4	S7P/1524WBBF File Supporting Ped-Box/File - 24" Nominal Depth	\$364.80	\$1,459.20	
	4	S7P/1524WFF File Supporting Ped-File/File 24" Nominal Depth	\$333.60	\$1,334.40	
	4	TLT5.24 Universal Shelf/Cabinet Task Light, 24"W	\$34.56	\$138.24	
	4	TLT5.36 Universal Shelf/Cabinet Task Light, 36"W	\$37.92	\$151.68	
	2	7S/S3066-74P-F Desk Full Modesty Panel 74P Edge 30"x66"W	\$526.56	\$1,053.12	
	2	7D/R2448-74P-F Desk Return Full Modesty Panel 74P	\$382.56	\$765.12	
	2	RAPWAUS Rapture Chair with Arms, Upholst Seat	\$183.84	\$367.68	
	2	S7P/1524WFF File Supporting Ped-File/File 24" Nominal Depth	\$333.60	\$667.20	
	2	S7P/1530WBBF File Supporting Ped-Box/File 30" Nominal	\$384.48	\$768.96	
	3	RAPWAUS Rapture Chair with Arms, Upholst Seat	\$183.84	\$551.52	
	9	Labor to receive, inspect, deliver, install and remove debris	\$6,580.00	\$6,580.00	
		Krueger International, Inc. Total		\$90,499.04	

**SOUTH TEXAS COLLEGE
14. DISTRICT WIDE FURNITURE REQUEST
MAY 26, 2015**

#	Qty	Description	Unit Price	Extension	Requesting Department
National Office Furniture/Workplace Resources (Provista P10-004)					
1	1	N95TT Swift Ganging Bracket, Pack of 20	\$112.40	\$112.40	Library Services - Cody Gregg Furniture for the Pecan Library to replaced outdated and out of warranty furniture
	1	CBV2728SQDS Conference 27Wx28H Soft Square Disc Base, Platinum	\$309.20	\$309.20	
	4	WW3636SQL Waveorks 36Dx36W Conference Top Square	\$264.40	\$264.40	
	1	N95MAX Swift One Seat Armless	\$874.80	\$3,499.20	
	1	N95MKX Swift Inside Corner Seat 90 Degree	\$1,261.20	\$1,261.20	
	1	N95MALX Swift One Seat, Single Arm, Left	\$1,055.20	\$1,055.20	
	1	N95MARX Swift One Seat, Single Arm, Right	\$1,055.20	\$1,055.20	
	4	I0N1622RTIPL Universal 16Dx22W, Pull Up Table, Laminate	\$360.00	\$1,440.00	
	1	CBV2728SQDS Conference 27Wx28H Soft Square Disc Base, Platinum	\$309.20	\$309.20	
	1	WW3636SQL Waveorks 36Dx36W Conference Top Square	\$264.40	\$264.40	
	2	N95MAX Swift One Seat Armless	\$857.20	\$1,714.40	
	1	N95MALX Swift One Seat, Single Arm, Left	\$1,028.40	\$1,028.40	
	1	N95MARX Swift One Seat, Single Arm, Right	\$1,028.40	\$1,028.40	
	4	I0N1622RTIPL Universal 16Dx22W, Pull Up Table, Laminate	\$360.00	\$1,440.00	
	1	CBV2728SQDS Conference 27Wx28H Soft Square Disc Base, Platinum	\$309.20	\$309.20	
	1	WW3636SQL Waveorks 36Dx36W Conference Top Square	\$264.40	\$264.40	
	4	N95MAX Swift One Seat Armless	\$874.80	\$3,499.20	
	1	N95MKX Swift Inside Corner Seat 90 Degree	\$1,261.20	\$1,261.20	
	1	N95MALX Swift One Seat, Single Arm, Left	\$1,055.20	\$1,055.20	
	1	N95MARX Swift One Seat, Single Arm, Right	\$1,055.20	\$1,055.20	
	4	NAC280SQBS 3Wx28H Support Base Square Metal	\$86.00	\$344.00	
	1	WW3060WSSL Waveorks, 30Dx60DW Surface Rectangular Desk	\$164.80	\$164.80	
2	1	Delivery and Installation	\$1,878.94	\$1,878.94	
National Office Furniture Total				\$24,613.74	
FURNITURE TOTAL				\$240,082.54	

**SOUTH TEXAS COLLEGE
15. AMBULANCE**

NAME		The Phoenix Group Emergency Vehicles		
ADDRESS		407 W Franklin		
CITY/STATE/ZIP		Waxahachie, TX 75165		
PHONE		800-242-1822		
FAX		854-326-1176		
CONTACT		Cliff Wilson		
#	Qty	Description	Unit Price	Extension
1	1	2015 Sprinter Type 2 Ambulance (Osage Conversation)	\$ 82,000.00	\$ 82,000.00
2	1	HGAC Fee	\$ 1,000.00	\$ 1,000.00
3	1	Upgraded Custom Siren	\$ 1,500.00	\$ 1,500.00
4	1	South Texas College Custom Graph	\$ 2,688.39	\$ 2,688.39
TOTAL AMOUNT			\$	87,188.39

SOUTH TEXAS COLLEGE
16. INSTRUCTIONAL MUSICAL INSTRUMENT

NAME			Steve Weiss Music	
ADDRESS			2324 Wyandotte Rd	
CITY/STATE/ZIP			Willow Grove, PA 19090	
PHONE			215-659-0100	
FAX			215-659-1170	
CONTACT			Jeff Phipps	
#	Qty	Description	Unit Price	Extension
1	1	ADM-025 Set of Rails for 4.3 Artist Marimba	\$ 600.00	\$ 600.00
2	1	Adams 5 Oct Artist Classic Custom Marimba; Rosewood Bars	\$ 13,060.00	\$ 13,060.00
3	1	Adams Short Cover for 4.3 Octave Artist Marimba	\$ 92.00	\$ 92.00
4	1	Adams University Frame for Artist 4.3; Artist Black Tolex	\$ 1,490.00	\$ 1,490.00
5	2	Musser 2 1/2 Octave Classic Bells	\$ 920.00	\$ 1,840.00
6	2	14-Pearl Straight Cymbal Stand - 900 Series	\$ 55.00	\$ 110.00
6	25	Innovative Percussion Marching Sticks	\$ 8.00	\$ 200.00
7	2	Keyboard X Stand w/Quick Trigger Release	\$ 53.00	\$ 106.00
TOTAL AMOUNT			\$	17,498.00

**SOUTH TEXAS COLLEGE
17. INSTRUCTIONAL SOFTWARE**

NAME			Waters Technologies Corporation/dba Waters Corporation	
ADDRESS			34 Maple St	
CITY/STATE/ZIP			Milford, MA 01757	
PHONE			800-252-4752	
FAX			508-482-8532	
CONTACT			Jeff Byars	
#	Qty	Description	Unit Price	Extension
1	1	Empower 3 Per Single System SW 5 Users	\$ 11,214.13	\$ 11,214.13
2	1	Software Add-on Kit Install SVC, 1 Day	\$ 1,770.00	\$ 1,770.00
3	1	Maintenance: Empower Personal Basic 2nd Year	\$ 1,577.82	\$ 1,577.82
TOTAL AMOUNT			\$	14,561.95

SOUTH TEXAS COLLEGE
18. INSTRUCTIONAL TOOL SETS

NAME			Snap-On Industrial	
ADDRESS			P O Box 9004	
CITY/STATE/ZIP			Crystal Lake, IL 60039	
PHONE			719-829-1913	
FAX			713-582-2160	
CONTACT			Lance Williams	
#	Qty	Description	Unit Price	Extension
1	2	Roll Cab Red Classic 60	\$ 1,640.57	\$ 3,281.14
2	2	36" TC w/Lid Red	\$ 1,467.88	\$ 2,935.76
3	2	Ayes Diesel	\$ 1,528.98	\$ 3,057.96
4	2	Orange Big Set	\$ 2,314.97	\$ 4,629.94
5	2	Diesel - Heavy Duty add on set	\$ 792.11	\$ 1,584.22
TOTAL AMOUNT			\$	15,489.02

SOUTH TEXAS COLLEGE
19. LANGUAGE LEARNING LAB HARDWARE

NAME		Teaching Systems, Inc.		
ADDRESS		4601 Hollow Tree Dr Ste 111		
CITY/STATE/ZIP		Arlington, TX 76018		
PHONE		210-363-4338		
FAX		817-465-8184		
CONTACT		Jim Stepter		
#	Qty	Description	Unit Price	Extension
1	1	Soloist ASL for 18 Students - Includes Soloist/L, Soloist P1, 19 headsets, 18 cameras and accessory packs	\$ 21,522.00	\$ 21,522.00
2	1	Installation in new lab for 35 computers	\$ 1,995.00	\$ 1,995.00
3	1	Estimated Shipping and Handling	\$ 100.00	\$ 100.00
TOTAL AMOUNT			\$	23,617.00

**SOUTH TEXAS COLLEGE
20. SPECTROMETER**

NAME		Magritek, Inc.		
ADDRESS		2500 N Lakeview Ave Ste 1902		
CITY/STATE/ZIP		Chicago, IL 60614		
PHONE		773-296-2060		
CONTACT		Randal Hall		
#	Qty	Description	Unit Price	Extension
1	1	Spinsolve Benchtop NMR Spectrometer	\$ 104,390.00	\$ 104,390.00
2	1	Spectrometer PC	\$ 1,500.00	\$ 1,500.00
3	1	1 Yr Manufacturer Warranty	Included	Included
4	1	Installation and User Training	\$ 2,700.00	\$ 2,700.00
5	1	Permanent Software License Academic	\$ 469.00	\$ 469.00
6	1	Packaging and Shipping	\$ 500.00	\$ 500.00
7	1	Less Discount	\$ (11,000.00)	\$ (11,000.00)
TOTAL AMOUNT			\$	98,559.00

SOUTH TEXAS COLLEGE
21. THREE DIMENSIONAL PRINTER

NAME			Teaching Systems, Inc.	
ADDRESS			4601 Hallow Tree Dr	
CITY/STATE/ZIP			Arlington, TX 76018	
PHONE			800-762-4133	
FAX			817-465-8184	
CONTACT			Jim Stepter	
#	Qty	Description	Unit Price	Extension
1	1	Dimension SST 1200es 3D Printer Start-up Supply Kit, 3 Year Warranty, and CatalystEX Software	\$ 41,170.15	\$ 41,170.15
2	1	SST 1200 ES Cart	\$ 1,356.00	\$ 1,356.00
3	1	Installation and Training	\$ 1,200.00	\$ 1,200.00
4	1	Shipping and Handling	\$ 850.00	\$ 850.00
TOTAL AMOUNT			\$	44,576.15



P.O. Box 9701
McAllen, TX 78502-9701

Purchasing Department
3200 W. Pecan Blvd. • McAllen, TX 78501

(956) 872-4681
Fax (956) 872-4688

April 20, 2015

EBSCO Industries, Inc.
Attn: Mr. Gary Balentine
10 Estes Street
Ipswich, MA 01938

Dear Mr. Balentine:

On May 28, 2013, South Texas College awarded a contract to EBSCO Industries, Inc. for a Library Discovery System. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from July 1, 2015 through June 30, 2016.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be return via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through June 30, 2016 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature:

Name Printed: Gary C. Balentine

Date: 4-21-15



P.O. Box 9701
McAllen, TX 78502-9701

Purchasing Department
3200 W. Pecan Blvd. • McAllen, TX 78501

(956) 872 4681
Fax (956) 872 4688

March 26, 2015

Alamo Iron Works
Attn: Robert N. Garcia
2771 Robindale Rd
Brownsville, TX 78526

Dear Mr. Garcia:

On May 28, 2013, South Texas College awarded a contract to Alamo Iron Works for Metal Products for Welding Programs. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from May 29, 2015 through May 28, 2016.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be return via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through May 28, 2016 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature:

Name Printed: ROBERT N. GARCIA

Date: 04-10-15



P.O. Box 9701
McAllen, TX 78502-9701

Purchasing Department
3200 W. Pecan Blvd. • McAllen, TX 78501

(956) 872-4681
Fax (956) 872-4688

March 26, 2015

Rio Grande Steel, Ltd.
Attn: Mr. Gene Espinoza
P O Box 5178
McAllen, TX 78502

Dear Mr. Espinoza:

On May 28, 2013, South Texas College awarded a contract to Rio Grande Steel, Ltd. for Metal Products for Welding Programs. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from May 29, 2015 through May 28, 2016.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be return via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through May 28, 2016 with no change in terms and conditions as per the South Texas College ~~pre~~ previously submitted.

Authorized Signature:

Name Printed: GENE ESPINOZA

Date: 3-26-15

**SOUTH TEXAS COLLEGE
24. CITATION WRITERS**

NAME			End2End	
ADDRESS			PO Box 188	
CITY/STATE/ZIP			Oxford, MS 38655	
PHONE			713-313-7000	
CONTACT			Joseph Johnson	
#	Qty	Description	Unit Price	Extension
1	10	ARMS Parking Handheld ticket writer with printer; includes charger, cable and print strap. Trinble Juno, QL320N Printer, 2yr Mfg. Warranty	\$ 3,600.00	\$ 36,000.00
TOTAL AMOUNT			\$	36,000.00

**SOUTH TEXAS COLLEGE
25. NETWORK SERVERS**

NAME		Dell Marketing, LP.		
ADDRESS		P O Box 67602		
CITY/STATE/ZIP		Dallas, TX 75267		
PHONE		800-456-3355		
FAX		800-433-9527		
CONTACT		Marlene Silva		
#	Qty	Description	Unit Price	Extension
1	10	PowerEdge R730 Server (210-ACXU) PowerEdge R730/R730xd Motherboard (591-BBCH) Dell Hardware Limited Warranty Plus On Site Service (976- 8706)	\$ 7,598.97	\$ 75,989.70
TOTAL AMOUNT			\$	75,989.70

**SOUTH TEXAS COLLEGE
26. 911 CALL SYSTEM RECORDER**

NAME			Voice Products, Inc.	
ADDRESS			8555 E 32nd St North	
CITY/STATE/ZIP			Wichita, KS 67226	
PHONE			800-466-1152	
FAX			316-263-1823	
CONTACT			Brett Johnson	
#	Qty	Description	Unit Price	Extension
1	1	Inform Essential Site license including NICE Inform Essential, one recording system interface and one concurrent Reconstruction user license.	\$ 1,005.00	\$ 1,005.00
2	7	Audio Recording license, including Inform Essential application support, per channel	\$ 295.00	\$ 2,065.00
3	1	NICE Inform Essential Verify concurrent user license	\$ 201.00	\$ 201.00
4	1	Analogue board (w/o BT) for up to 24 channels, 10m cable (full length PCI-E slot required)	\$ 1,340.00	\$ 1,340.00
5	1	Cable and Connectors for Board Package	\$ 217.00	\$ 217.00
6	1	NICE Recording express Hardware - NRX Essential Platform for up to 120 Channels	\$ 5,658.00	\$ 5,658.00
7	1	NICE Recording express Recording System Installation	\$ 1,800.00	\$ 1,800.00
8	1	NICE Recording express Software Assurance includes software and hardware support, advanced RMA and software upgrades while under maintenance agreement.	\$ 475.00	\$ 475.00
9	1	Onsite Setup and Configuration	\$ -	\$ -
10	1	Remote Project Management NRX, Includes: Pre-Installation Teleconference, Mid-way Project Management Teleconference, Debriefing Teleconference	\$ -	\$ -
11	1	Nice Perform express System Administration Training. Maximum of 6 students. Single Day. Remote Webinar Instructor led training covering features of client's recording solution.	\$ -	\$ -
12	1	One (1) Year Hardware Warranty	\$ -	\$ -
13	1	One (1) Year Software Warranty	\$ -	\$ -
TOTAL AMOUNT			\$	12,761.00

**SOUTH TEXAS COLLEGE
27. POLICE DISPATCH CONSOLE**

		NAME	Motorola Solutions, Inc.	
		ADDRESS	1303 E Algonquin Rd	
		CITY/STATE/ZIP	Schaumburg, IL 60196	
		PHONE	281-955-2688	
		FAX	281-955-7801	
		CONTACT	George M. Ebelt	
#	Qty	Description	Unit Price	Extension
1	1	MIP 5000 Voip Digital Gateway	\$ 678.30	\$ 678.30
2	2	MIP 5000 Voip Dispatch SW 8 Channel	\$ 5,525.00	\$ 11,050.00
3	1	MIP 5000 Enhanced Model USB Headset Jackbox	\$ 488.75	\$ 488.75
4	1	Z420 Low Tier Workstation Windows 7 64 Bit	\$ 2,116.50	\$ 2,116.50
5	1	Add: Dual IRR Card & PC Speaker	\$ 156.87	\$ 156.87
6	1	MIP 5000 Enhanced Model USB Headset Jackbox	\$ 488.75	\$ 488.75
7	1	MCC Series Desktop Gooseneck Microphone	\$ 200.00	\$ 200.00
8	1	Foot, Switch Traditional	\$ 90.10	\$ 90.10
9	2	Creative Labs Inspire A60	\$ 38.18	\$ 76.36
10	1	MOTOTRBO Direct Connect Cable	\$ 135.15	\$ 135.15
11	1	APX 7500 Mobile Direct Connect Cable	\$ 195.50	\$ 195.50
12	1	Generic Radio Cable with Unterminated Bare Leads	\$ 42.50	\$ 42.50
13	1	15ft Null Modem Cable DB9 F/F	\$ 11.05	\$ 11.05
14	1	MIP 5000 Rackmount Kit	\$ 191.25	\$ 191.25
15	1	MIP 5000 Information Assurance Fully, Hardened Kit CD	\$ 42.50	\$ 42.50
17	1	Dual IRR SW USB Hasp with License	\$ 2,383.20	\$ 2,383.20
18	2	Base with PTT Switch	\$ 148.00	\$ 296.00
19	1	Tech Global 19in LCD Non-Touch, Black	\$ 1,261.60	\$ 1,261.60
20	4	Mirage Noise Cancel Headset	\$ 101.60	\$ 406.40
21	1	SPD, Type 3, 120v Rackmount, 15A Plug-In w/(6) 15A NEMA 5-15 Outlets	\$ 319.50	\$ 319.50
22	1	UPS, 1500VA SmartPro Tower Line-Interactive 120v 6 Outlet	\$ 648.00	\$ 648.00
23	1	APX 7500 7/800 Single Band	\$ 1,939.50	\$ 1,939.50
24	1	Add: 7/800mhz Primary Band	\$ -	\$ -
25	1	ENH: IMBE Astro Digital CAI Operation	\$ 366.25	\$ 366.25
26	1	ENH: SmartZone Operation APX	\$ 1,125.00	\$ 1,125.00
27	1	Add: Advanced System Key-Hardware Key	\$ 3.75	\$ 3.75
28	1	Add: P25 Trunking Software	\$ 225.00	\$ 225.00
29	1	Add: APX No 02/07 CH Needed MTCL	\$ -	\$ -
30	1	Add: Control Head Software	\$ -	\$ -
31	1	Add: Dash Mount	\$ 93.75	\$ 93.75

**SOUTH TEXAS COLLEGE
27. POLICE DISPATCH CONSOLE**

NAME			Motorola Solutions, Inc.	
#	Qty	Description	Unit Price	Extension
32	1	Add: No Antenna Needed	\$ -	\$ -
33	1	Add: No Microphone Needed	\$ -	\$ -
34	1	Add: Auxiliary Spkr 7.5 Watt	\$ 45.00	\$ 45.00
35	1	Add: Control Station Power Supply	\$ 201.75	\$ 201.75
36	1	Add: Control Station Operation	\$ 52.50	\$ 52.50
37	1	ENH: Over the Air Provisioning	\$ 75.00	\$ 75.00
38	1	Add: AES Encryption	\$ 356.25	\$ 356.25
39	1	Add: Printed Test Results APEX	\$ 7.50	\$ 7.50
40	1	Wideband Fiberglass OMNI Antenna 746-869 NFM Bulkhead	\$ 237.15	\$ 237.15
41	1	Antenna Mounting Bracket	\$ 21.25	\$ 21.25
42	1	Type N Male PS for 1/2in LDF4-50A Cable	\$ 25.65	\$ 25.65
43	1	Cable Wrap WeatherProofing	\$ 19.80	\$ 19.80
44	1	1/2" Sure Ground Grounding Kit	\$ 17.10	\$ 17.10
45	1	Type N Female PS for 1/2in LDF4-50A Cable	\$ 25.65	\$ 25.65
46	1	RF SPD, 125-1000mhz DC Block Flange MT NM Antenna, NF Equipment SII	\$ 70.20	\$ 70.20
47	1	1/2" Type N Male Plated Connector	\$ 28.80	\$ 28.80
48	1	1/2" Type N Female Connector	\$ 28.80	\$ 28.80
49	1	1/4" Type N Male Connector for FSJ1-50A Cable	\$ 24.53	\$ 24.53
50	1	1/4" Mini UHF Male S Flex Connector	\$ 16.20	\$ 16.20
51	100	Cable 1/2" LDF Helix Poly JKT Per Foot	\$ 3.15	\$ 315.00
52	20	Cable 1/2" Superflex Poly JKT Per Foot	\$ 4.55	\$ 91.00
53	5	Cable 1/4" Superflex Poly JKT Per Foot	\$ 2.03	\$ 10.15
54	1	SEC-412 Snap-Seal Entry Cushion 4x1/2in Kit of 1	\$ 38.70	\$ 38.70
55	1	System Integration Services	\$ 6,693.00	\$ 6,693.00
TOTAL AMOUNT			\$	33,432.51

SOUTH TEXAS COLLEGE
28. POLICE OFFICER BODY CAMERAS

NAME			WatchGuard Video, LLC.	
ADDRESS			415 Century Parkway	
CITY/STATE/ZIP			Allen, TX 75013	
PHONE			214-785-2619	
FAX			972-423-9778	
CONTACT			Terri Turner	
#	Qty	Description	Unit Price	Extension
1	16	Vista HD Wearable Camera, extended capacity includes chest mount and 1 Year extended warranty and ELX3 Software P/N VIX-EXT-KIT-001	\$ 895.00	\$ 14,320.00
2	1	Shipping and Handling	\$ 192.00	\$ 192.00
TOTAL AMOUNT			\$	14,512.00

**SOUTH TEXAS COLLEGE
29. POLICE VEHICLES**

NAME		Caldwell Country Chevrolet		
ADDRESS		800 State Hwy 21 E		
CITY/STATE/ZIP		Caldwell, TX 77836		
PHONE		979-567-6116		
FAX		979-567-0853		
CONTACT		Avery T. Knapp		
#	Qty	Description	Unit Price	Extension
1	2	2015 Chevrolet Tahoe CC10706	\$ 30,716.00	\$ 61,432.00
2	1	H-GAC Fee	\$ 600.00	\$ 600.00
3	1	2015 Chevrolet 1500 Silverado 4X2 Crew Cab CC15543 (LE)	\$ 28,495.00	\$ 28,495.00
4	1	H-GAC Fee	\$ 600.00	\$ 600.00
TOTAL AMOUNT			\$	91,127.00

SOUTH TEXAS COLLEGE
30. POLICE VEHICLE EQUIPMENT AND ACCESSORIES

NAME			Fleet Safety Equipment, Inc.	
ADDRESS			5858 Waltrip	
CITY/STATE/ZIP			Houston, TX 77087	
PHONE			800-847-8762	
FAX			901-377-5633	
CONTACT			Darrin Hope	
#	Qty	Description	Unit Price	Extension
1	1	Police Vehicle Equipment and Accessories Period: 5/27/15 - 8/31/15	\$ 12,000.00	\$ 12,000.00
TOTAL AMOUNT			\$	12,000.00

SOUTH TEXAS COLLEGE
31. POLICE VEHICLE TWO WAY RADIOS

NAME		Motorola Solutions, Inc.		
ADDRESS		1303 E Algonquin Rd		
CITY/STATE/ZIP		Schaumburg, IL 60196		
PHONE		281-955-2688		
FAX		281-955-7801		
CONTACT		George M. Ebelt		
#	Qty	Description	Unit Price	Extension
1	14	APX6500 7/800 MHZ Mid Power Mobile	\$ 1,645.50	\$ 23,037.00
2	14	ENH: Astro Digital CAI or APX	\$ 386.25	\$ 5,407.50
3	14	ENH: Smartzone Operation APX6500	\$ 900.00	\$ 12,600.00
4	14	ADD: Advanced System Key - Hardware Key	\$ 3.75	\$ 52.50
5	14	ADD: P25 Trunking Software	\$ 225.00	\$ 3,150.00
6	14	ADD: APX No 05 Ch Needed	\$ 324.00	\$ 4,536.00
7	14	ADD: Control Head Software	\$ -	\$ -
8	14	ADD: Dash Mount 05	\$ 93.75	\$ 1,312.50
9	14	ADD: Ant 3DB Low Profile 762-870	\$ 32.25	\$ 451.50
10	14	ADD: Palm Microphone	\$ 54.00	\$ 756.00
11	14	ADD: Auxiliary Spkr 7.5 watt	\$ 45.00	\$ 630.00
12	14	ENH: Over the Air Provisioning	\$ 75.00	\$ 1,050.00
13	14	ADD: GPS Activation	\$ 112.50	\$ 1,575.00
14	14	ADD: GPS Antenna	\$ 56.25	\$ 787.50
15	14	ADD: AES Encryption APX	\$ 356.25	\$ 4,987.50
16	14	ENH: 2 Year Repair Service Advantage	\$ 121.00	\$ 1,694.00
17	1	Services - Template #1	\$ 100.00	\$ 100.00
18	14	Services- Programming	\$ 45.00	\$ 630.00
19	14	Services-Installation	\$ 150.00	\$ 2,100.00
20	1	Other Services	\$ -	\$ -
TOTAL AMOUNT			\$	64,857.00

SOUTH TEXAS COLLEGE
32. DISTRICT WIDE TECHNOLOGY REQUEST
MAY 26, 2015

COMPUTERS					
#	Qty	Description	Unit Price	Extension	Requesting Department
1	2	Computer 720 MT, 3.3GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 2-22" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 1,991.11	\$ 3,982.22	DE Engineering Academy - Kim Crawford (1) Replacement of 5-yr-old system for Dept Staff (1) Replacement of 9-yr-old system for Dept Staff
2	1	Computer 720 MT, 3.3GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 2-22" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 1,991.11	\$ 1,991.11	DE Engineering Academy Mid Valley - Kim Crawford (1) Replacement of 7-yr-old system for Dept Staff
3	1	Computer 7020 MT, 3.3GHz, 1600MHz, 250GB Hard Drive, 8GB Memory 19" Monitor, 1GB Radeon Video Card, 16X DVD+/-RW, Warranty	\$ 1,600.43	\$ 1,600.43	Public Relations/Marketing - Daniel Ramirez (1) Replacement of 8-yr-old system for Dept Staff
4	1	Computer 3020 MT, 3.2GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 19" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 688.00	\$ 688.00	Division of Liberal Arts & Social Sciences - Margaretha Bischoff (1) Replacement of 5-yr-old system for Dept Staff
5	1	Computer 3020 MT, 3.3GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 2-19" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 1,471.29	\$ 1,471.29	Human Resource Specialist Program - Frank Gomez (1) Replacement of 9-yr-old system for Dept Faculty
6	1	Computer 3020 MT, 3.2GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 19" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 688.00	\$ 688.00	Business Office - Miriam Lopez New System for New Dept Staff
7	2	Computer 3020 MT, 3.2GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 19" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 688.00	\$ 1,376.00	Diesel Technology Program - Ray Trevino (1) Replacement of 8-yr-old system for Dept Faculty (1) Replacement of 7-yr-old system for Dept Faculty
8	30	Computer T5810, 3.1GHz, 2133MHz, 500GB Hard Drive, 32GB Memory 22" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 2,018.60	\$ 60,558.00	Precision Manufacturing Program - Daniel Morales Replacement of 7-yr-old systems for Student PMT Lab
9	33	Computer 3020 MT, 3.2GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 19" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 688.00	\$ 22,704.00	Quality Enhancement Plan Program - Laura Sanchez New Systems for New MV Student QEP Lab
10	1	Computer 3020 MT, 3.2GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 19" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 688.00	\$ 688.00	Student Assessment Center Program-Mid Valley - Mike Carranza Replacement of 8-yr-old system for Dept Staff
11	3	Computer 7020 MT, 3.3GHz, 1600MHz, 250GB Hard Drive, 8GB Memory 19" Monitor, 1GB Radeon Video Card, 16X DVD+/-RW, Warranty	\$ 957.01	\$ 2,871.03	Finance & Administration Services Program - Mary Elizondo New Systems for New Dept Staff
12	2	Computer 3020 MT, 3.2GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 19" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 688.00	\$ 1,376.00	Biology Program - Murad Odeh New Systems for New Department Faculty
13	23	Computer T5810, 3.1GHz, 2133MHz, 500GB Hard Drive, 32GB Memory 22" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 2,018.36	\$ 46,422.28	CADD Program - Ray Sanchez Replacement of 7-yr-old systems for Student CADD Lab
14	12	Computer 7020 MT, 3.3GHz, 1600MHz, 250GB Hard Drive, 8GB Memory No Monitor, 1GB Radeon Video Card, 16X DVD+/-RW, Warranty	\$ 774.80	\$ 9,297.60	Instructional Resource Open Lab Program - Lelia Salinas New systems for Student Open Labs

SOUTH TEXAS COLLEGE
32. DISTRICT WIDE TECHNOLOGY REQUEST
MAY 26, 2015

COMPUTERS					
#	Qty	Description	Unit Price	Extension	Requesting Department
15	1	Computer 3020 MT, 3.2GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 19" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 688.00	\$ 688.00	Chemistry Program - Enriqueta Cortez Replacement of 8-yr-old system for Dept Faculty
16	19	iMac 21.5in, 2.9GHz Quad-core Intel Core i5, Turbo Boost up to 3.6GHz, NVII GeForce GT 750M, 1GB GDDR5, 16GB 1600MHz, DDR3 SDRAM-2x8GB, 1TB Serial ATA Drive @ 5400rpm, Warranty	\$ 1,682.00	\$ 31,958.00	CADD Program - Rey Sanchez Replacement of 5-yr-old systems for Student CADD Lab
17	1	Computer 3020 MT, 3.3GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 2-19" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 1,730.27	\$ 1,730.27	BAT/BAS - Ali Esmaili Replacement of 9-yr-old system for Dept Staff
18	30	Computer 7010 MT, 3.4GHz, 1600MHz, 500GB Hard Drive, 16GB Memory 22" Monitor, 1GB Radeon Video Card, 16X DVD+/-RW, Warranty	\$ 956.94	\$ 28,708.20	Carl Perkins Grant - Samantha Uriegas New Systems for Administrative Office Careers Program Student Lab
19	150	Computer 3020 MT, 3.2GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 19" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 688.00	\$ 103,200.00	Technology Resource Fund - David Plummer Replacement Systems in Student Lab District Wide
20	15	Computer 9020 MT, 3.5GHz, 1600MHz, 500GB Hard Drive, 8GB Memory 19" Monitor, Integrated Video Card, 16X DVD+/-RW, Warranty	\$ 1,233.38	\$ 18,500.70	STC Police Department - Paul Varville New systems for Dept Offices and Guards
		COMPUTER TOTAL		\$ 340,499.13	
LAPTOPS					
21	1	Laptop E5440 Intel Core i5-4310U, 320GB Hard Drive, Battery, 8.0GB Memory, 8X DVD+/-RW, HD Graphics 4400 Video Card, Warranty	\$ 1,644.14	\$ 1,644.14	Kinesiology Program - Rebecca De Los Santos Replacement of 10-yr-old system for Dept Faculty
22	4	Laptop E5440 Intel Core i5-4310U, 320GB Hard Drive, Battery, 8.0GB Memory, 8X DVD+/-RW, HD Graphics 4400 Video Card, Warranty	\$ 1,090.00	\$ 4,360.00	Criminal Justice Program - Robert Luckett New Systems for Dept Faculty
23	1	Laptop E5440 Intel Core i5-4310U, 320GB Hard Drive, Battery, 8.0GB Memory, 8X DVD+/-RW, HD Graphics 4400 Video Card, Warranty	\$ 1,677.14	\$ 1,677.14	Research and Analytical Services Program - Serkan Celtek Replacement of 6-yr-old system for Dept Staff
24	15	Laptop E6440 Intel Core i5-4310U, 320GB Hard Drive, Battery, 8.0GB Memory, 8X DVD+/-RW, HD Graphics 4400 Video Card, Warranty	\$ 1,056.09	\$ 15,841.35	BAT/BAS Program - Ali Esmaili New systems for Bachelor Program Students
25	2	Laptop 14 5000 Intel Core i5-4310U, 320GB Hard Drive, Battery, 8.0GB Memory, 8X DVD+/-RW, HD Graphics 4400 Video Card, Warranty	\$ 1,107.01	\$ 2,214.02	Central Receiving - Warehouse - Becky Cavazos Replacement of 9-yr-old system for Dept Staff Replacement of 8-yr-old system for Dept Staff
		LAPTOP TOTAL		\$ 25,736.65	
TABLETS					
26	3	Microsoft Surface Pro 3, 64GB Storage, Core i3 4020Y / 1.5GHz, W8P 4GB RAM, Type-Cover Keyboard, Warranty	\$ 1,110.47	\$ 3,331.41	Emergency Medical Technology Program - Roberto Gonzalez New Systems for Dept Faculty

SOUTH TEXAS COLLEGE
32. DISTRICT WIDE TECHNOLOGY REQUEST
MAY 26, 2015

COMPUTERS						
#	Qty	Description	Unit Price	Extension	Requesting Department	
27	3	Microsoft Surface Pro 3, 64GB Storage, Core i3 4020Y / 1.5GHz, W8P 4GB RAM, Type-Cover Keyboard, Warranty and Docking Station	\$ 1,256.93	\$ 3,770.79	Office of Human Resources - Brenda Balderaz	New Systems for Dept Staff
28	27	Microsoft Surface Pro 3, 64GB Storage, Core i3 4020Y / 1.5GHz, W8P 4GB RAM, Type-Cover Keyboard, Warranty	\$ 1,090.54	\$ 29,444.58	Nursing Shortage Reduction Grant - Samantha Uriegas/Jason Valerio	New Systems for Dept Faculty
29	1	Microsoft Surface Pro 3, 256GB Storage, Core i3 4020Y / 1.5GHz, W8P 4GB RAM, Type-Cover Keyboard, Warranty	\$ 1,575.59	\$ 1,575.59	Developmental Reading Program - Florinda Rodriguez	New System for Dept Faculty
30	5	Microsoft Surface Pro 3, 128GB Storage, Core i3 4020Y / 1.5GHz, W8P 4GB RAM, Type-Cover Keyboard, Warranty	\$ 1,286.04	\$ 6,430.20	Book Royalties-Developmental English - Howard Price	New Systems for Dept Faculty
31	2	Microsoft Surface Pro 3, 64GB Storage, Core i3 4020Y / 1.5GHz, W8P 4GB RAM, Type-Cover Keyboard, Warranty and Docking Station	\$ 1,204.06	\$ 2,408.12	Information Services & Planning Program - David Plummer	New Systems for Dept Staff
32	3	Microsoft Surface Pro 3, 64GB Storage, Core i3 4020Y / 1.5GHz, W8P 4GB RAM, Type-Cover Keyboard, Warranty and Accessories	\$ 1,248.99	\$ 3,746.97	Library Information Commons Program - Cody Gregg	New Systems for Dept Staff
33	3	iPad Air 2 Wi-Fi 16GB Space, Gray, Warranty	\$ 548.00	\$ 1,644.00	Library Information Commons Program - Cody Gregg	New Systems for Dept Staff
34	2	Microsoft Surface Pro 3, 64GB Storage, Core i3 4020Y / 1.5GHz, W8P 4GB RAM, Type-Cover Keyboard, Warranty	\$ 1,097.02	\$ 2,194.04	Student Assessment Center Program - Miguel Carranza	New Systems for New Dept Staff
35	2	Microsoft Surface Pro 3, 64GB Storage, Core i3 4020Y / 1.5GHz, W8P 4GB RAM, Type-Cover Keyboard, Warranty, and Carrying Case	\$ 1,119.54	\$ 2,239.08	BAT/BAS Program - Ali Esmaili	New systems for Bachelor Program Students
36	5	Microsoft Surface Pro 3, 128GB Storage, Core i3 4020Y / 1.5GHz, W8P 4GB RAM, Type-Cover Keyboard, Warranty	\$ 1,230.01	\$ 6,150.05	Respiratory Therapy Program - Gabriel Pena	New Systems for Dept Faculty
		TABLET TOTAL		\$ 62,934.83		
		COMPUTER/LAPTOP/TABLET TOTAL		\$ 429,170.61		

SOUTH TEXAS COLLEGE
33. DATABASE SOFTWARE LICENSES

NAME			Oracle America, Inc.	
ADDRESS			500 Oracle Parkway	
CITY/STATE/ZIP			Redwood Shores, CA 94065	
PHONE			512-936-1878	
FAX			512-475-4759	
CONTACT			Matthew Stringer	
#	Qty	Description	Unit Price	Extension
1	1	Oracle Golden Gate - Named User Plus Perpetual - Campus Wide Program; Software Update License & Support	\$ 207,018.14	\$ 207,018.14
TOTAL AMOUNT			\$	207,018.14

SOUTH TEXAS COLLEGE
34. DATABASE SYSTEMS LICENSES

NAME			SHI Government Solutions, Inc.	
ADDRESS			1301 S MoPac Expway Ste 375	
CITY/STATE/ZIP			Austin, TX 78746	
PHONE			512-732-8022	
FAX			512-732-0232	
CONTACT			Adrienne Pubyalski	
#	Qty	Description	Unit Price	Extension
1	1	Microsoft SQL Server 2014 Enterprise Core Licenses 2-Cores Select, Select Plus-Win All Languages	\$ 60,979.20	\$ 60,979.20
TOTAL AMOUNT			\$	60,979.20

SOUTH TEXAS COLLEGE
35. NETWORK SECURITY APPLIANCES

NAME			Dell Marketing, LP.	
ADDRESS			P O Box 67602	
CITY/STATE/ZIP			Dallas, TX 75267	
PHONE			800-456-3355	
FAX			800-433-9527	
CONTACT			Marlene Silva	
#	Qty	Description	Unit Price	Extension
1	1	VLA McAfee Ent Sec MGR 6000 Appl 1U+(A8310530)	\$ 44,421.50	\$ 44,421.50
2	1	VLA McAfee Ent Sec MGR 6000 1yr GL+ARMA 1U+(A8310531)	\$ 26,395.38	\$ 26,395.38
3	2	VLA McAfee Event Receiver 2600 APPL 1U+(A8310532)	\$ 12,812.30	\$ 25,624.60
4	2	VLA McAfee Event Receiver 2600 1yr GL+ARMA 1U+(A8310533)	\$ 7,613.10	\$ 15,226.20
5	1	VLA McAfee Ent Log MGR 5600 APPL 1U+(A8310534)	\$ 13,667.01	\$ 13,667.01
6	1	VLA McAfee Ent Log MGR 5600 1yr GL+ARMA 1U+(A8310535)	\$ 8,120.98	\$ 8,120.98
7	2	VLA McAfee Associate MFE Sol Svc Deployment Consulting 1U+(A8310544)	\$ 15,785.89	\$ 31,571.78
8	1	Electronic License Confirmation; electronic download only (A3458532)	\$ -	\$ -
TOTAL AMOUNT			\$	165,027.45

SOUTH TEXAS COLLEGE
36. SECURE REMOTE ACCESS

NAME			Dell Marketing, LP.	
ADDRESS			P O Box 67602	
CITY/STATE/ZIP			Dallas, TX 75267	
PHONE			800-336-2891	
FAX			800-433-9527	
CONTACT			Marlene Silva	
#	Qty	Description	Unit Price	Extension
1	1	Dell SonicWall Aventail E-Class SRA EX7000 - VPN gateway - 10Mb LAN, 100Mb LAN, Gigabit LAN - 1U- (250 Users) and Installation	\$ 37,157.40	\$ 37,157.40
TOTAL AMOUNT			\$	37,157.40

**SOUTH TEXAS COLLEGE
37. SERVERS**

NAME			Dell Marketing, LP.	
ADDRESS			P O Box 67602	
CITY/STATE/ZIP			Dallas, TX 75267	
PHONE			800-336-2891	
FAX			800-433-9527	
CONTACT			Marlene Silva	
#	Qty	Description	Unit Price	Extension
1	12	PowerEdge R730 Server (210-ACXU) and 3 Year Warranty	\$ 7,317.36	\$ 87,808.32
TOTAL AMOUNT			\$	87,808.32

SOUTH TEXAS COLLEGE
38. SYSTEMS HARDWARE

NAME			Dell Marketing, LP.	
ADDRESS			P O Box 67602	
CITY/STATE/ZIP			Dallas, TX 75267	
PHONE			800-336-2891	
FAX			800-433-9527	
CONTACT			Marlene Silva	
#	Qty	Description	Unit Price	Extension
1	2	Brocade 300 8-16-24 Port FC8 Switch with Enterprise Performance Pack Bundle and Warranty	\$ 13,996.82	\$ 27,993.64
TOTAL AMOUNT			\$	27,993.64

SOUTH TEXAS COLLEGE
39. WIRELESS INFRASTRUCTURE HARDWARE AND SOFTWARE

NAME			Insight Public Sector	
ADDRESS			6820 S Harl Ave	
CITY/STATE/ZIP			Tempe, AZ 85283	
LOCAL ADDRESS			2712 N McColl Rd McAllen, TX	
PHONE			956-465-8080	
FAX			630-295-7881	
CONTACT			Darak Weaver	
#	Qty	Description	Unit Price	Extension
1	5,000	Cisco Identity Services Engine 5000 EndPoint Base License	\$ 1.44	\$ 7,200.00
2	150	Access Points 802.11ac Ctrlr AP 4x4:3SS w/CleanAir; Int Ant; A Reg Domain	\$ 717.60	\$ 107,640.00
3	150	802.11n AP Low Profile Mounting Bracket	\$ -	\$ -
4	150	Ceiling Grid Clip for Aironet Aps- Recessed Mount	\$ -	\$ -
5	150	Cisco 3700 Series IOS Wireless LAN Recovery	\$ -	\$ -
TOTAL AMOUNT			\$ 114,840.00	

SOUTH TEXAS COLLEGE
40. PASSWORD RESET SOFTWARE MAINTENCE AGREEMENT

NAME			Namescape Corporation	
ADDRESS			11811 N Tatum Blvd Ste P153	
CITY/STATE/ZIP			Phoenix, AZ 85028	
PHONE			602-667-8900	
FAX			602-840-2612	
#	Qty	Description	Unit Price	Extension
1	1	myPassword Maintenance & Support Renewal Period: 5/31/15 - 5/30/16	\$ 10,425.00	\$ 10,425.00
TOTAL AMOUNT			\$ 10,425.00	

Review and Discussion of Preliminary Summary of Projected Revenues and Expenditures for FY 2015-2016 with Comparison to FY 2014-2015 Approved Budget

Enclosed is the Preliminary Summary of Projected Revenues and Expenditures for FY 2015-2016 with comparison to the FY 2014-2015 approved budget for your information and review.

Dr. Reed and Mrs. Mary Elizondo will discuss the preliminary revenues and expenditures projections with the Committee.

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

Revenues:

- State appropriation revenue is projected to increase \$1,251,371 from FY 2015. In addition, there is an overall increase in other state revenues consisting of TRS, ORP, and medical insurance for FY 2016, in the amount of \$239,903. The state appropriation amount is based on the preliminary allocations in HB1 and the other state revenue is based on state allocation schedules.
- Tuition for FY 2016 is based on projected enrollment of 19,196 traditional students, a 2% increase from Fall 2014, and 13,546 dual enrollment tuition free students for Fall 2015. The projections indicate an increase in tuition of approximately \$1,039,060 in FY 2016 and include the Board approved changes to the In District, Out of District, and Out of State tuition rates, and the addition of the new Chemistry, Physics, and Astronomy differential tuitions of \$10 per semester credit hour.
- Fees for FY 2016 are based on the same enrollment projections as tuition. The projections include the Board approved increase of \$2 per semester credit hour for the Information Technology Fee, the increase of \$2 per semester credit hour for the Learning Support Fee, the new Student Activity Fee of \$2 per semester credit hour, the removal of the First Repeat and Second Repeat Fees in the amounts of \$50 per semester credit hour and \$75 per semester credit hour, respectively, and the increase of \$25 per semester credit hour for the Third or More Repeat Fee. The projections indicate an increase in fees of approximately \$641,001 in FY 2016.
- Other revenue is expected to increase \$598,101 in FY 2016. The projected increase is mainly due to the increased revenue from dual enrollment cost reimbursements.
- Tax revenue for FY 2016 is expected to increase \$1,464,855, due to an increase in tax appraised values
- Carryover Allocations is projected to increase \$2,504,834 in FY 2016. The increase mainly resulted from the increase of \$2,500,000 in the transfer to the Unexpended Plant Fund.

Expenditures:

- The Salary expenditures budget is proposed to increase by \$2,712,854 in FY 2016 mainly due to the following:

Addition of new faculty positions approved by the Board of Trustees at the February 24, 2015 Board Meeting	\$825,000
Proposed salary adjustments for faculty and staff	1,742,772
New proposed non faculty positions	1,856,764
Reductions in salary pools and partially funding of positions in FY 2016	(1,711,682)
Total	\$2,712,854

- The Benefits expenditures budget for FY 2016 is proposed to increase by \$609,737.
- The Operating expenditures budget for FY 2016 is proposed to increase by \$964,409.
- The Travel expenditures budget for FY 2016 is proposed to increase by \$160,784. Approximately 25 percent of the travel budget represents local mileage reimbursement for faculty.
- The Capital Outlay expenditures budget for FY 2016 is proposed to increase by \$555,061.
- The Transfers and Contingencies budget for FY 2016 is proposed to increase by \$2,736,280. The increase is primarily due to the increase of \$2,500,000 for the transfer to the unexpended plant fund. The Limited Tax, Bond Series 2014 increased by \$234,280 and the MTR Bond Series 2007 debt service is projected to increase by \$2,000 in FY 2016. This debt service is paid from maintenance and operations taxes.

The Preliminary Summary of Projected Revenues and Expenditures for FY 2015-2016 with Comparison to the FY 2014-2015 approved budget follows in the packet.

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

South Texas College
Unrestricted Fund
Preliminary Summary of Projected Revenues and Expenditures
Fiscal Years 2015-2016

Preliminary

Budget Summary #19
May 11, 2015

Summary of Revenues	FY 2015 Approved Budget	FY 2016 Requested Budget	Difference FY 2015 Approved to FY 2016 Requested
State Appropriation Revenue	\$ 35,896,669	\$ 37,148,040	\$ 1,251,371
<i>Other State Revenue-ORP</i>	462,776	465,718	2,942
<i>Other State Revenue-TRS</i>	1,813,018	1,915,313	102,295
<i>Other State Revenue-HEGI</i>	4,488,858	4,623,524	134,666
Other State Revenue Subtotal	6,764,652	7,004,555	239,903
Total State Revenues	42,661,321	44,152,595	1,491,274
Total Tuition	30,671,130	31,710,190	1,039,060
Total Fees	25,600,496	26,241,497	641,001
Total Other Revenues	3,243,620	3,841,721	598,101
Total Local Taxes	35,159,302	36,389,877	1,230,575
Total Local Taxes - Bond 2014	8,754,098	8,988,378	234,280
Total Carryover Allocations	5,195,166	7,700,000	2,504,834
Total Revenues	\$ 151,285,133	\$ 159,024,258	\$ 7,739,125

Summary of Expenditures	FY 2015 Approved Budget	FY 2016 Requested Budget	Difference FY 2015 Approved to FY 2016 Requested
Total Salaries	\$ 82,256,576	\$ 84,969,430	\$ 2,712,854
Total Benefits	24,110,566	24,720,303	609,737
Total Operating	27,669,177	28,633,586	964,409
Total Travel	1,729,252	1,890,036	160,784
Total Capital Outlay	1,244,212	1,799,273	555,061
Total Expenditures	\$ 137,009,783	\$ 142,012,628	\$ 5,002,845
Transfers & Contingencies			
Debt Service (MTR Bond Series 2007)	395,400	397,400	2,000
Transfer to Plant Funds	2,500,000	5,000,000	2,500,000
Transfer to NAAMREI/IAM	625,852	625,852	-
Contingency Fund	2,000,000	2,000,000	-
LT, Bond Series 2014	8,754,098	8,988,378	234,280
Total Transfers & Contingencies	14,275,350	17,011,630	2,736,280
Total Expenditures, Transfers and Contingencies	\$ 151,285,133	\$ 159,024,258	\$ 7,739,125

Revenues over Expenditures	\$ -	\$ -	
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Discussion of Proposed Salary Adjustments for Faculty and Non Faculty Personnel for FY 2015-2016

Proposed salary adjustments for Faculty and Non Faculty Personnel for FY 2015-2016 are being studied and subject to final state appropriations. The FY 2015-2016 state appropriation allocations will not be finalized until the end of the Legislative session. Many other Texas community colleges are also awaiting the Legislative session outcome to finalize salary adjustment proposals.

a. Faculty Salary Increases

The College has a Faculty Salary Schedule that includes Steps based on degree attainment and years of service with the College.

FY 2014-2015

The approved Faculty Salary Plan for FY 2014-2015 was based on an average increase of 3%. The base for a master's degree was increased from \$39,808 to \$40,644 or by an additional \$836.00. The approved plan also added four steps, from 26 to 30, to the Faculty Salary Plan for faculty with master's, master's +30, and doctorate degrees. The average 3% increase and step adjustments was approved by the Board for FY 2014-2015 at a total cost of approximately \$914,437.

FY 2015-2016

In keeping with the College's commitment to retain and recruit qualified Faculty, the proposed Faculty Salary Pay Plan for FY 2015-2016 is based on an average increase of 3%.

The average increase of 3% was arrived at by increasing the base, which is step 1 of 30 steps for the master's degree, by \$531, from \$40,644 to \$41,175. This constituted an approximate 1.3% increase. In addition, a move of one step for eligible faculty constituted a 1.7% average increase.

The proposed Faculty Salary Pay Plan for 2015-2016 also adds a 1.3% salary increase to the faculty who have reached the maximum step for years of service to be compensated for additional years of service in FY 2015-2016. Twenty-five (25) faculty at the maximum step for years of service will not move into the next step, but will receive a 1.3% salary increase in FY 2016.

Based on the proposed 3% average increase, the total cost in FY 2015-2016 is approximately \$936,511.

The South Texas College FY 2014-2015 and the proposed FY 2015-2016 Faculty Salary Schedule follow in the packet for the Committee's information and review.

Also included is the 2014-15 Texas Community College Teachers Association Survey of Faculty Salaries distributed by "The Messenger".

b. Non Faculty Personnel Salary Increases

FY 2014-2015

In Fiscal Year 2014-2015, salary increases in the amount of approximately \$824,940 were granted for existing non-faculty positions as follows:

Category	Increase Percentage	Increase Amount
Administrative	3%	\$103,354
Executive	3%	\$19,142
Classified	3%	\$237,900
Professional/Technical, Exempt	3%	\$210,524
Professional/Technical, Non Exempt	3%	\$254,020
Total		\$824,940

In addition to the salary increases for non-faculty personnel, the Employee Salary Pay Plan for FY 2014-2015 was revised according to recommendations made by the compensation study firm, Evergreen Solutions. The total Employee Salary Pay Plan adjustments totaled to \$743,703. The total salary increases for non-faculty personnel in FY 2014-2015 was \$1,568,643.

FY 2015-2016

In keeping with the College’s commitment to recruit and retain qualified non-faculty personnel, the following salary increases for existing non-faculty positions are proposed for Fiscal Year 2015-2016.

Category	Proposed Increase Percentage	Proposed Increase Amount
Administrative	3%	\$115,899
Executive	3%	\$16,025
Classified	3%	\$227,205
Professional/Technical, Exempt	3%	\$157,618
Professional/Technical, Non Exempt	3%	\$289,514
Total		\$806,261

The proposed Salary Adjustments for FY 2015-2016 for Faculty are \$936,511 and Non Faculty Personnel are \$806,261 for a total of \$1,742,772.

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

South Texas College

2014-2015 salaries		# of faculty		total cost			
Master Base \$40,644		552		\$30,189,770			
average salary \$54,691.61							
Ratios	0.905509	0.917044	0.928557	0.961597	1.000000	1.058402	1.121465
Step	Associate	Assoc + 30	Bachelor	Bach + 18	Master	Master + 30	Doctorate
0	\$36,804	\$37,272	\$37,740	\$39,083	\$40,644	\$43,018	\$45,581
1	\$37,724	\$38,204	\$38,684	\$40,060	\$41,660	\$44,093	\$46,720
2	\$38,667	\$39,159	\$39,651	\$41,062	\$42,702	\$45,195	\$47,888
3	\$39,633	\$40,138	\$40,642	\$42,088	\$43,769	\$46,325	\$49,086
4	\$40,624	\$41,142	\$41,658	\$43,141	\$44,863	\$47,483	\$50,313
5	\$41,640	\$42,170	\$42,700	\$44,219	\$45,985	\$48,671	\$51,570
6	\$42,681	\$43,224	\$43,767	\$45,324	\$47,135	\$49,887	\$52,860
7	\$43,748	\$44,305	\$44,861	\$46,458	\$48,313	\$51,135	\$54,181
8	\$44,841	\$45,413	\$45,983	\$47,619	\$49,521	\$52,413	\$55,536
9	\$45,738	\$46,321	\$46,903	\$48,571	\$50,511	\$53,461	\$56,647
10	\$46,653	\$47,247	\$47,841	\$49,543	\$51,521	\$54,530	\$57,779
11	\$46,975	\$48,192	\$48,797	\$50,534	\$52,552	\$55,621	\$58,935
12	\$47,915	\$49,156	\$49,773	\$51,544	\$53,603	\$56,733	\$60,114
13	\$48,872	\$50,139	\$50,769	\$52,575	\$54,675	\$57,868	\$61,316
14	\$49,850	\$51,142	\$51,784	\$53,627	\$55,768	\$59,025	\$62,542
15	\$50,598	\$51,909	\$52,561	\$54,431	\$56,605	\$59,911	\$63,480
16	\$51,357	\$52,012	\$53,349	\$55,248	\$57,454	\$60,809	\$64,433
17	\$52,127	\$52,791	\$54,150	\$56,076	\$58,316	\$61,722	\$65,399
18	\$52,909	\$53,583	\$54,962	\$56,918	\$59,191	\$62,647	\$66,380
19	\$53,703	\$54,387	\$55,786	\$57,771	\$60,078	\$63,587	\$67,376
20	\$54,509	\$55,203	\$56,623	\$58,638	\$60,980	\$64,541	\$68,386
21	\$55,327	\$56,031	\$57,334	\$58,753	\$61,894	\$65,509	\$69,412
22	\$56,156	\$56,871	\$57,585	\$59,634	\$62,823	\$66,492	\$70,453
23	\$56,999	\$57,724	\$58,449	\$60,529	\$63,765	\$67,489	\$71,510
24	\$57,853	\$58,591	\$59,326	\$61,437	\$64,722	\$68,501	\$72,583
25	\$58,721	\$59,469	\$60,216	\$62,358	\$65,692	\$69,529	\$73,672
26	\$59,309	\$60,064	\$60,818	\$62,981	\$66,349	\$70,224	\$74,408
27	\$60,495	\$61,265	\$62,034	\$64,241	\$67,012	\$70,926	\$75,152
28	\$61,705	\$62,490	\$63,275	\$65,525	\$67,683	\$71,636	\$75,904
29	\$62,939	\$63,740	\$64,540	\$66,836	\$68,359	\$72,352	\$76,663
30	\$64,198	\$65,015	\$65,831	\$68,173	\$69,043	\$73,075	\$77,429

South Texas College

Proposed

2015-2016 projected		# of faculty		total cost		step + 1.3%		additional cost over 2014-2015	
Master Base		552		average salary		\$31,124,377		\$936,511	
Ratios		0.917044		0.928557		1.000000		1.121465	
Step	Associate	Assoc + 30	Bachelor	Bach + 18	Master	Master + 30	Doctorate	STEP	
0	\$37,284	\$37,759	\$38,233	\$39,594	\$41,175	\$43,580	\$46,176		
1	\$38,216	\$38,703	\$39,189	\$40,584	\$42,204	\$44,669	\$47,331		2.5%
2	\$39,172	\$39,671	\$40,169	\$41,598	\$43,259	\$45,786	\$48,514		2.5%
3	\$40,151	\$40,663	\$41,173	\$42,638	\$44,341	\$46,931	\$49,727		2.5%
4	\$41,155	\$41,679	\$42,202	\$43,704	\$45,449	\$48,104	\$50,970		2.5%
5	\$42,184	\$42,721	\$43,258	\$44,797	\$46,586	\$49,306	\$52,244		2.5%
6	\$43,238	\$43,789	\$44,339	\$45,917	\$47,750	\$50,539	\$53,550		2.5%
7	\$44,319	\$44,884	\$45,447	\$47,065	\$48,944	\$51,803	\$54,889		2.5%
8	\$45,427	\$46,006	\$46,584	\$48,241	\$50,168	\$53,098	\$56,261		2.5%
9	\$46,336	\$46,926	\$47,515	\$49,206	\$51,171	\$54,160	\$57,387		2.0%
10	\$47,263	\$47,865	\$48,466	\$50,190	\$52,195	\$55,243	\$58,534		2.0%
11	\$47,586	\$48,822	\$49,435	\$51,194	\$53,238	\$56,348	\$59,705		2.0%
12	\$48,538	\$49,798	\$50,424	\$52,218	\$54,303	\$57,475	\$60,899		2.0%
13	\$49,507	\$50,794	\$51,432	\$53,262	\$55,389	\$58,624	\$62,117		2.0%
14	\$50,498	\$51,810	\$52,461	\$54,327	\$56,497	\$59,797	\$63,359		2.0%
15	\$51,256	\$52,587	\$53,248	\$55,142	\$57,344	\$60,694	\$64,310		1.5%
16	\$52,025	\$52,688	\$54,046	\$55,969	\$58,205	\$61,604	\$65,274		1.5%
17	\$52,805	\$53,477	\$54,857	\$56,809	\$59,078	\$62,528	\$66,254		1.5%
18	\$53,597	\$54,280	\$55,680	\$57,661	\$59,964	\$63,466	\$67,247		1.5%
19	\$54,401	\$55,094	\$56,515	\$58,526	\$60,863	\$64,418	\$68,256		1.5%
20	\$55,218	\$55,921	\$57,363	\$59,404	\$61,776	\$65,384	\$69,280		1.5%
21	\$56,046	\$56,759	\$57,472	\$59,517	\$62,703	\$66,365	\$70,319		1.5%
22	\$56,886	\$57,610	\$58,334	\$60,409	\$63,643	\$67,360	\$71,374		1.5%
23	\$57,740	\$58,474	\$59,209	\$61,316	\$64,598	\$68,371	\$72,445		1.5%
24	\$58,605	\$59,353	\$60,097	\$62,236	\$65,567	\$69,396	\$73,531		1.5%
25	\$59,484	\$60,242	\$60,999	\$63,169	\$66,551	\$70,437	\$74,634		1.5%
26	\$60,080	\$60,845	\$61,609	\$63,800	\$67,216	\$71,142	\$75,380		1.0%
27	\$61,281	\$62,061	\$62,840	\$65,076	\$67,888	\$71,853	\$76,134		1.0%
28	\$62,507	\$63,302	\$64,098	\$66,377	\$68,567	\$72,572	\$76,896		1.0%
29	\$63,757	\$64,569	\$65,379	\$67,705	\$69,253	\$73,297	\$77,665		1.0%
30	\$65,033	\$65,860	\$66,687	\$69,059	\$69,945	\$74,030	\$78,441		1.0%

Review and Discussion of Position Vacancy Report for FY 2014-2015

The Staffing Plan Position Vacancy Report for FY 2014-2015 follows in the packet for the Committee's information and review. Information is current as of May 11, 2015.

Dr. Shirley A. Reed and Mrs. Mary Elizondo will discuss the report with the Committee.

The Position Vacancy Report for FY 2014-2015 is based on the following:

- **Vacant Full Time Regular Positions - New - Board Approved Positions for FY 2014-2015:**
 - ⇒ The staffing plan for FY 2014-2015 began with 28 new Board approved positions. As of May 11, 2015, thirteen (13) new positions approved for FY 2014-2015 remain vacant. Approximately 92% or 12 of the new positions are currently advertised or an applicant recommendation is in progress. For the remaining position, budget is unavailable.
- **Vacant Full Time Regular Positions – Continuing – CONTINUED from FY 2013-2014:**
 - ⇒ A list of sixty five (65) vacant positions due to employee resignations, terminations, and retirement is included and designated as Continuing. These positions are advertised until filled. Approximately 75% or 49 of these positions are currently advertised or in progress for final approval. Ten (10) of the 65 advertised positions have recommendations currently in progress. Sixteen (16) positions are on hold primarily due to funding allotted for temporary positions.
- **Full Time Regular Positions – Partially Funded in FY 2014-2015:**
 - ⇒ The staffing plan for FY 2014-2015 called for **44** partially funded positions. As of May 11, 2015, twenty two (22) remaining vacant positions are included which are partially funded (less than 100%) in the FY 2014-2015 staffing plan in order to balance the total projected expenditures and total projected revenues. These positions are included on the staffing plan with a salary amount of \$2.00 and the total actual salary budget is designated under a “70% Salary Pool” in each account. Approximately 68% or 15 positions are currently advertised or currently in progress for final approval.

The Position Vacancy Report for Fiscal Year 2014-2015 is presented for information and review by the Committee. No action is required from the Committee.

13 NEW Vacant Full-Time Regular Positions Approved for FY2014-2015

As of May 11, 2015

New

Division	Position	Type	Category	Title	POSITION STATUS	Proposed Hire Date
Academic Advancement						
HS Programs and Services	703284	New	Prof/Tech Support Exempt	Coord for CTE - Early College High Schools	Requisition in Progress	06-15-15
Professional & Organizational Dev	705352	New	Prof/Tech Support Exempt	Coord for Professional & Organizational Dev	Advertised	06-01-15
Finance and Administrative Services						
Business Office	745184	New	Administrative Exempt	Associate Comptroller	Re-Advertised	06-30-15
Dir Fac Planning & Construction	701513	New	Classified Non-Exempt	Facilities Planning & Constr Accounts Asst	Screening in Progress	06-01-15
Dir Fac Planning & Construction	703501	New	Prof/Tech Support Exempt	Facilities Planning & Constr Project Mgr	Recommendation in Progress	05-18-15
Human Resources	703241	New	Prof/Tech Support Exempt	Coordinator for Human Resources	Screening in Progress	06-01-15
Human Resources	702241	New	Prof/Tech Support Non-Exempt	Benefits Specialist	Recommendation in Progress	05-18-15
Human Resources	700240	New	Prof/Tech Support Non-Exempt	HR Staffing Specialist	Screening in Progress	06-01-15
STC Police	723514	New	Prof/Tech Support Non-Exempt	Police Dispatcher	Advertised	06-01-15
Information Services, Planning and Strategic Initiatives						
Infrastructure	716393	New	Prof/Tech Support Exempt	Applications Analyst III	Re-Advertised	06-01-15
Infrastructure	717393	New	Prof/Tech Support Exempt	Applications Analyst III	Re-Advertised	06-01-15
Office of the President						
Office of President	701340	New	Executive Exempt	Executive Vice President for Student Success	Budget Unavailable	06-01-15
Student Affairs and Enrollment Management						
Student Affairs & Enrollment Mgt	718612	New/Adj	Prof/Tech Support Non-Exempt	Senior Administrative Assistant	Recommendation in Progress	06-01-15

Division	Position	Type	Category	Title	Date Position Vacated	Position Status	Proposed Hire Date
Academic Advancement							
Centers for Learning Excellence	703591	Cont	Administrative Exempt	Director of Ctrs for Lrng Excellence	Funding Encumbered	Re-Advertised	09-01-15
Centers for Learning Excellence	704426	Cont	Classified Non-Exempt	Learning Excellence Lab Tech	3/11/11	Position Chng for FY15	06-01-15
Centers for Learning Excellence	702423	Cont	Classified Non-Exempt	Learning Excellence Lab Tech	3/11/11	Position Chng for FY16	06-01-15
Centers for Learning Excellence	707423	Cont	Classified Non-Exempt	Secretary	10/10/14	Screening in Progress	06-01-15
Academic Affairs							
Distance Education-Instructional	705276	Cont	Prof/Tech Support Exempt	Instructional Designer	9/1/14	Recommendation in Progress	05-18-15
Starr County Campus	702267	Cont	Classified Non-Exempt	Faculty Secretary	7/31/08	Screening in Progress	06-01-15
Community Engagement and Workforce Development							
Alternative Teacher Certification	701873	Cont	Classified Non-Exempt	Customer Service Technician	Funding Encumbered	Budget Unavailable	09-01-15
Alternative Teacher Certification	701880	Cont	Prof/Tech Support Exempt	Program Manager	11/30/07	Position Chng for FY16	09-01-15
CPWE - State	705587	Cont	Classified Non-Exempt	Compliance Assistant	Funding Encumbered	Budget Unavailable	09-01-15
CPWE - State	708587	Cont	Classified Non-Exempt	Customer Service Technician	11/9/12	Budget Unavailable	09-01-15
CPWE - State	707587	Cont	Classified Non-Exempt	Customer Service Technician	Funding Encumbered	Budget Unavailable	09-01-15
CPWE - State	714590	Cont	Classified Non-Exempt	Customer Service Technician	6/30/12	Requisition in progress	06-15-15
CPWE - State	716590	Cont	Prof/Tech Support Exempt	Continuing Education Coord	11/30/10	Budget Unavailable	09-01-15
CPWE - State	718590	Cont	Prof/Tech Support Exempt	Program Developer and Coordinator	Funding Encumbered	Budget Unavailable	09-01-15
CPWE - State	720565	Cont	Prof/Tech Support Exempt	Program Developer and Manager	3/3/09	Position Chng for FY16	09-01-15
CPWE - State	701321	Cont	Administrative Exempt	Director of Grant Dev and Mgmt	8/31/14	Advertised	06-01-15
Division of Business and Technology							
Business and Technology	701264	Cont	Classified Non-Exempt	Lab Assistant - Culinary Arts	Funding Encumbered	Position Chng for FY16	09-01-15
Welding	701311	Cont	Classified Non-Exempt	Lab Assistant - Welding	10/3/14	Screening in Progress	06-01-15
Div Liberal Arts & Social Sciences							
Div Liberal Arts & Social Sciences	702426	Cont	Classified Non-Exempt	Developmental Lab Technician	Funding Encumbered	On hold	09-01-15
Div Liberal Arts & Social Sciences	700173	Cont/Adj	Prof/Tech Support Non-Exempt	Senior Administrative Assistant	1/21/14	Recommendation in Progress	06-01-15
Div Liberal Arts & Social Sciences	709137	Cont	Prof/Tech Support Non-Exempt	Early Childhood Educator II	11/28/14	Recommendation in Progress	05-18-15
Division of Math, Science and Bachelor Programs							
Div. of Math, Science & BA Programs	701298	Cont	Classified Non-Exempt	Administrative Assistant	Funding Encumbered	Screening in Progress	06-01-15
Div. of Math, Science & BA Programs	706203	Cont/Adj	Classified Non-Exempt	Senior Administrative Assistant	7/31/13	Recommendation in Progress	05-18-15
Division of Nursing and Allied Health							
Associate Degree Nursing	704557	Cont	Prof/Tech Support Non-Exempt	Certified Lab Asst	6/30/11	Screening in Progress	06-15-15
Emergency Medical Technology	701555	Cont	Prof/Tech Support Non-Exempt	Licensed Lab Assistant - EMT	5/15/14	Advertised	06-01-15

Division	Position	Type	Category	Title	Date Position Vacated	Position Status	Proposed Hire Date	
Finance and Administrative Services	Business Office	736184	Cont/Adj	Prof/Tech Support Non-Exempt	Accountant	6/30/14	Recommendation in Progress	05-18-15
	Business Office	700145	Cont	Classified Non-Exempt	Accounting Assistant	2/17/15	Re-Advertised	06-01-15
	Business Office	704184	Cont	Classified Non-Exempt	Accounting Assistant	2/18/15	Re-Advertised	06-01-15
	Business Office	728184	Cont/Adj	Prof/Tech Support Non-Exempt	Accounting Group Supervisor	6/30/14	Budget Unavailable	09-01-15
	Business Office	734184	Cont	Prof/Tech Support Non-Exempt	Accounting Specialist	4/21/15	Advertised	06-01-15
	Business Office	717184	Cont	Prof/Tech Support Non-Exempt	Accounting Specialist	4/16/15	Requisition in progress	06-01-15
	Business Office	700228	Cont	Classified Non-Exempt	Administrative Assistant	1/4/15	Re-Advertised	06-01-15
	Cashiers Office	799184	Cont	Classified Non-Exempt	Accounting Assistant	8/31/14	Re-Advertised	06-01-15
	Cashiers Office	700050	Cont	Classified Non-Exempt	Cashier	2/20/15	Advertised	06-15-15
	Cashiers Office	727184	Cont	Classified Non-Exempt	Cashier	4/5/15	Advertised	06-15-15
	Central Receiving	707584	Cont	Classified Non-Exempt	Fixed Assets and Receiving Technician	2/16/15	Screening in Progress	06-01-15
	Central Receiving	700040	Cont	Classified Non-Exempt	Fixed Assets and Receiving Technician	3/4/15	Screening in Progress	06-01-15
	Custodial	731502	Cont	Classified Non-Exempt	Custodian	10/17/14	Advertised	06-01-15
	Custodial	732502	Cont	Classified Non-Exempt	Custodian	6/30/14	Advertised	06-01-15
	Custodial	721502	Cont	Classified Non-Exempt	Custodian	1/23/15	Advertised	06-01-15
	Custodial	717502	Cont	Classified Non-Exempt	Custodian	3/31/15	Advertised	06-15-15
	Custodial	700502	Cont	Classified Non-Exempt	Custodian	3/6/15	Requisition in progress	06-15-15
	Dir Fac Planning & Construction	701501	Cont	Administrative Exempt	Director of Facilities Planning and Construction	5/31/15	Advertised	06-01-15
	Human Resources	711240	Cont	Prof/Tech Support Non-Exempt	Benefits Specialist	2/8/2015	Re-Advertised	06-01-15
	Office of Safety and Security	708514	Cont	Prof/Tech Support Non-Exempt	Security Support Specialist	1/18/15	Recommendation in Progress	05-18-15
	Operations/Maintenance	703515	Cont	Classified Non-Exempt	Maintenance Technician	10/17/14	Recommendation in Progress	05-18-15
	STC Police	722514	Cont	Prof/Tech Support Non-Exempt	Police Dispatcher	12/31/13	Re-Advertised	06-01-15
	Information Services, Planning and Strategic Initiatives							
Client Services	704392	Cont	Prof/Tech Support Non-Exempt	Client Services Specialist	7/31/14	Recommendation in Progress	05-18-15	
Infrastructure	712393	Cont	Prof/Tech Support Non-Exempt	Applications Analyst I	1/5/15	Pending Requisition	06-15-15	
Infrastructure	711393	Cont	Prof/Tech Support Exempt	Applications Analyst III	9/30/14	Re-Advertised	06-01-15	
Inst'l Effectiveness and Assessment	701170	Cont	Prof/Tech Support Exempt	Institutional Effectiveness Specialist	1/5/15	Screening in Progress	06-01-15	
Information Services and Planning	729101	Cont	Prof/Tech Support Exempt	Project Manager - IS&P	8/6/14	On hold	09-01-15	
Instructional Resource Open Lab	700073	Cont	Classified Non-Exempt	Open Lab Technician	3/3/15	Recommendation in Progress	05-18-15	
Instructional Technologies	721102	Cont	Classified Non-Exempt	Instructional Technologies Technician	2/4/15	Screening in Progress	06-01-15	
Technology Support	710392	Cont	Prof/Tech Support Exempt	Tech & Client Svcs Manager	5/31/14	Screening in Progress	06-01-15	
Telecom	702392	Cont	Prof/Tech Support Non-Exempt	Network Services Specialist	6/1/14	Re-Advertised	06-15-15	
Office of the President								
Office of President	704362	Cont	Classified Non-Exempt	Administrative Assistant	Funding Encumbered	Position Chng for FY16	09-01-15	
Office of President	700202	Cont	Classified Non-Exempt	Administrative Assistant	9/9/08	Position Chng for FY16	09-01-15	
Student Affairs and Enrollment Management								
Enrollment Services & Records	713612	Cont	Classified Non-Exempt	Records Technician	3/31/15	Requisition in progress	06-15-15	
Student Affairs & Enrollment Mgt	708190	Cont	Prof/Tech Support Non-Exempt	College Connection Specialist /Recruiter	9/18/14	Re-Advertised	06-15-15	
Student Assessment Center	704331	Cont	Prof/Tech Support Non-Exempt	Testing Specialist	2/8/15	Advertised	06-01-15	
Student Assessment Center	715331	Cont	Prof/Tech Support Non-Exempt	Testing Specialist	4/30/15	Advertised	06-15-15	
Student Assessment Center	702331	Cont	Classified Non-Exempt	Testing Technician	2/28/15	Advertised	06-01-15	
Student Financial Services	700068	Cont	Classified Non-Exempt	Financial Aid Technician	12/9/14	Recommendation in Progress	05-18-15	
Student Financial Services	704440	Cont	Prof/Tech Support Non-Exempt	Financial Aid Specialist	10/19/14	Pending Requisition	06-15-15	
Student Affairs & Enrollment Management	700190	Cont	Executive Exempt	VP Student Affairs & Enrollment Management	-	Advertised	07-01-15	

Budget Unavailable = Budget is allocated and being used for another position, such as a temporary position or direct wage employee

Full Time Regular Vacant Positions - Partial-Funded Percentage in Salary Pool (Not at 100%)

As of May 11, 2015

Partially Funded

Division	Position	Type	Category	Title	Date Position Vacated	Position Status	Proposed Hire Date
Div Liberal Arts & Social Sciences	700250	FUND%-CONT	Administrative Exempt	Dean for Liberal Arts	1/1/14	Position Chng for FY16	09-01-15
Finance and Administrative Services							
Accountability & Management Svcs	705160	FUND%-CONT	Classified Non-Exempt	Accountability Assistant	9/13/09	Budget Unavailable	06-15-15
Business Office	702184	FUND%-CONT	Prof/Tech Support Non-Exempt	Accounting Specialist	4/30/14	On hold	06-15-15
Cashiers Office	712184	FUND%-CONT	Classified Non-Exempt	Cashier II	9/1/14	Re-Advertised	06-15-15
Cashiers Office	739184	FUND%-CONT	Prof/Tech Support Exempt	Systems Analyst I - FAS	11/1/13	Budget Unavailable	06-15-15
Facility Maintenance	700004	FUND%-CONT	Prof/Tech Support Exempt	Maintenance Manager	8/21/13	Re-Advertised	06-01-15
Human Resources	704240	FUND%-CONT	Administrative Exempt	Assistant Director of Human Resources	9/1/14	Screening in Progress	06-15-15
Information Services, Planning and Strategic Initiatives							
Infrastructure	702393	FUND%-CONT	Prof/Tech Support Exempt	Applications Analyst II	8/31/13	Recommendation in Progress	05-18-15
Infrastructure	704395	FUND%-CONT	Prof/Tech Support Exempt	Information Tech Risk and Sec Mgr	5/31/14	Recommendation in Progress	05-18-15
Infrastructure	707392	FUND%-CONT	Prof/Tech Support Non-Exempt	Reporting Analyst II	3/31/14	Recommendation in Progress	05-18-15
Infrastructure	705393	FUND%-CONT	Prof/Tech Support Non-Exempt	Web Application Specialist	7/31/11	Recommendation in Progress	05-18-15
Infrastructure	710395	FUND%-CONT	Prof/Tech Support Non-Exempt	Web Application Specialist	8/31/13	Recommendation in Progress	05-18-15
Infrastructure	715393	FUND%-CONT	Prof/Tech Support Non-Exempt	Web Application Specialist	10/31/13	Recommendation in Progress	05-18-15
Inst'l Effectiveness and Assessment	701171	FUND%-CONT	Prof/Tech Support Exempt	Project Manager - IEA	3/16/14	Pending Requisition	06-15-15
Library Public Services	700031	FUND%-CONT	Classified Non-Exempt	Library Tech	5/23/14	Pending Requisition	06-15-15
Library Public Services	731101	FUND%-CONT	Prof/Tech Support Exempt	Librarian III	7/31/14	Re-Advertised	06-01-15
Office of the President							
Office of President	701369	FUND%-CONT	Administrative Exempt	Director of Fundraising	On hold	On hold	09-01-15
Student Affairs and Enrollment Management							
Advising	732332	FUND%-NEW	Prof/Tech Support Non-Exempt	Advisor	9/1/14	Requisition in Progress	06-01-15
Advising	730332	FUND%-CONT	Prof/Tech Support Non-Exempt	Special Programs Spec	1/1/11	Budget Unavailable	06-01-15
Student Affairs & Enrollment Mgt	703190	FUND%-CONT	Administrative Exempt	Director of College of Connections & Adm-Dual Enr	10/24/10	Recommendation in Progress	06-01-15
Student Financial Services	722440	FUND%-CONT	Prof/Tech Support Non-Exempt	Financial Aid Outreach Spec	9/1/14	Budget Unavailable	06-01-15
Student Outreach Center	723610	FUND%-NEW	Prof/Tech Support Exempt	Coord of Dual Enrollment	9/1/14	Screening in Progress	06-01-15

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