

**South Texas College**  
**Board of Trustees**  
**Finance, Audit, and Human Resources Committee**  
**Ann Richards Administration Building Board Room**  
**Pecan Campus, McAllen, Texas**  
**Tuesday, January 15, 2019 @ 5:30 p.m.**

“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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**Approval of December 4, 2018 Finance, Audit, and Human Resources Committee  
Minutes**

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of December 4, 2018 are presented for Committee approval.

**South Texas College  
Board of Trustees  
Finance, Audit, and Human Resources Committee  
Ann Richards Administration Building Board Room  
Pecan Campus, McAllen, Texas  
Tuesday, December 4, 2018 @ 5:30 p.m.**

**Minutes**

The Finance, Audit, and Human Resources Committee Meeting was held on Tuesday, December 4, 2018 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 6:24 p.m. with Ms. Rose Benavidez presiding.

Members present: Ms. Rose Benavidez, Mr. Paul R. Rodriguez, and Mr. Rene Guajardo

Other Trustees Present: Dr. Alejo Salinas, Jr., and Mrs. Victoria Cantú

Members absent: Mr. Roy de León

Also present: Dr. Shirley A. Reed, Mrs. Mary Elizondo, Mr. Jesus Ramirez, Dr. David Plummer, Mr. Matthew Hebbard, Mrs. Becky Cavazos, Mr. George McCaleb, Mr. Daniel Ramirez, Mr. Khalil Abdullah, Mr. David Segovia, Mr. Aaron Rios, and Mr. Andrew Fish

**Approval of November 6, 2018 Finance, Audit, and Human Resources  
Committee Minutes**

Upon a motion by Ms. Rose Benavidez and a second by Mr. Paul R. Rodriguez, the Minutes for the Finance, Audit, and Human Resources Committee Meeting of November 6, 2018 were approved as written. The motion carried.

**The following agenda items were taken out of the posted agenda order:**

**Review and Recommend Action on 2018 Tax Roll/Tax Levy for Hidalgo  
and Starr Counties**

Approval of the 2018 Tax Roll/Tax Levy for Hidalgo and Starr Counties will be requested at the December 13, 2018 Board meeting.

Purpose – The Hidalgo County Tax Assessor-Collector and the Starr County Tax Assessor-Collector provided the 2018 Tax Roll Totals for approval by the College's governing body.

Justification - The 2018 Tax Roll/Tax Levy for Hidalgo and Starr Counties required approval from the governing body in order to be in compliance with Section 26.09 Item (e) of the Property Tax Code, which reads:

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

Background - Mr. Pablo “Paul” Villarreal, Jr., RTA, Assessor-Collector of Hidalgo County, and Ms. Maria Amedia Salinas, TAC, Assessor-Collector of Starr County, entered the amount of tax determined as provided by Section 26.09 Item (e) of the Property Tax Code and submitted to South Texas College the tax roll/tax levy totaling \$67,294,779.57.

The tax rolls for Tax Year 2017 and 2018 are as follows:

	<u>Hidalgo County</u>	<u>Starr County</u>	<u>Total</u>
2017	\$62,624,834.26	\$3,983,974.12	\$66,608,808.38
2018	<u>63,236,679.08</u>	<u>4,058,100.49</u>	<u>67,294,779.57</u>
Increase/(Decrease)	<u>\$611,844.82</u>	<u>\$74,126.37</u>	<u>\$685,971.19</u>

Enclosed Documents - The 2018 Tax Roll Totals documents from each county were provided in the packet for the Committee’s information and review.

Upon a motion by Mr. Paul R. Rodriguez and a second by Ms. Rose Benavidez, the Finance, Audit, and Human Resources Committee recommended Board approval of the 2018 Tax Roll/Tax Levy for Hidalgo and Starr Counties as presented. The motion carried.

### **Review and Recommend Action on Appraisal District Allocated Cost Payments for Hidalgo and Starr Counties**

Approval to process payments to the Hidalgo County Appraisal District and Starr County Appraisal District for allocated cost, as described below, will be requested at the December 4, 2018 Board meeting.

Purpose – The Hidalgo County Appraisal District and the Starr County Appraisal District perform property valuation assessments for taxes imposed during the tax year. The College’s allocated cost for property valuation services is provided annually.

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

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

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

Each taxing unit pays its allocation in four equal payments.

The Tax Year 2018 estimated allocations, per the District's budgets, are \$621,038.00 for Hidalgo County Appraisal District and \$128,917.35 for Starr County Appraisal District, for a total of \$749,955.35. The first quarterly invoice is due by December 31, 2018 for Starr County and by February 2, 2019 for Hidalgo County.

The Tax Year 2017 and Tax Year 2018 allocations are as follows:

	<u>Hidalgo County</u>	<u>Starr County</u>	<u>Total</u>
2017	\$629,964.00	\$127,631.47	\$757,595.47
2018	621,038.00	128,917.35	749,955.35
Increase/(Decrease)	<u>\$(8,926.00)</u>	<u>\$1,285.88</u>	<u>\$(7,640.12)</u>

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

The budget for Hidalgo County increased by \$191,543 from \$8,512,333 to \$8,703,876 and the budget for Starr County decreased by \$22,323 from \$1,741,221 to \$1,718,898.

Funding Source – Funds for these expenditures are budgeted in the Hidalgo Appraisal/Collection Fee budget and the Starr Appraisal/Collection Fee budget for FY 2018-2019.

Enclosed Documents – The allocation payments for Tax Year 2018 as provided in the packet for the Committee's information and review.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Rene Guajardo, the Finance, Audit, and Human Resources Committee recommended Board approval of the payments to the Hidalgo County Appraisal District and the Starr County Appraisal District for the allocated

cost as stated in the Texas Property Tax Code, Chapter 6, Section 6.06 (e) and as presented. The motion carried.

### **Review and Update on Title IX Compliance**

Mary Elizondo, Vice President for Finance and Administrative Services, was scheduled to present an update on the College's compliance with Title IX. The presentation would provide an overview of legislation, the College's new Title IX initiatives and resources, and case statistics for FY 2017 - 2018.

Due to time constraints, the committee postponed this review and asked Mrs. Elizondo to be prepared to take this item up at the January 2019 committee meeting.

### **Update on Status of Fiscal Year 2018 Financial Audit**

Mr. David Segovia and staff from Carr, Riggs & Ingram, LLC reviewed the status of the Comprehensive Annual Financial Report for the Fiscal Years Ended August 31, 2018 and 2017 with the Committee and responded to questions from the Committee members.

The draft of the Comprehensive Annual Financial Report for the Fiscal Years Ended August 31, 2018 and 2017 was provided under separate cover, and an update was distributed at the meeting.

Mr. Segovia commended the College's staff in preparing the report.

Carr, Riggs & Ingram, LLC was prepared to issue an "unmodified" opinion in the areas of the overall financial statement, federal awards, and state awards, which he identified as the highest opinion that can be issued. There were no material weaknesses or significant deficiencies noted during the audit period.

Mr. Segovia reviewed the audit report, and identified two issues which would be reported as "findings" in accordance with their Uniform Guidance, but clearly noted that these findings did not impact the unmodified opinion issued by his firm.

The Fiscal Year 2018 Financial Audit would be presented at the December 13, 2018 Board Meeting for review and approval.

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

### **Adjournment**

There being no further business to discuss, the Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees adjourned at 6:58 p.m.

I certify that the foregoing are the true and correct Minutes of the December 4, 2018 Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees.

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Mr. Roy de León  
Committee Chair

### **Review and Action as Necessary on Renewal Agreement with Access Esperanza Clinics on Outpatient Clinic at the Mid Valley Campus**

Approval of renewal agreement with Access Esperanza Clinics on outpatient clinic at the Mid Valley Campus starting on February 1, 2019 to January 31, 2020, with a yearly review and renewal of services will be requested at the January 29, 2018 Board meeting.

Purpose – The Access Esperanza Clinics at the Mid Valley Campus is to provide students easy access to healthcare education, affordable, and high-quality preventive health care at no or very low cost.

Justification – The outpatient clinic at the Mid Valley Campus will offer preventive health care services for the Mid Valley students, 18 years of age and older, which will be convenient for easy student access for health services and a healthy lifestyle.

Students, faculty, and staff would have access to following services:

- health screening services, testing, and basic management for diabetes, high cholesterol, and high blood pressure
- urinary tract infection testing and treatment
- cancer screening exams both men and women
- HIV screening test
- sexually transmitted infections testing and treatment
- pregnancy testing and educational instruction
- health care education
- community referral for complex medical treatment and social services

### **Current Terms**

- The clinic is available to all South Texas College students 18 years of age and older, and is open one day per week, unless the demand is greater. Students below the age of 18 are referred to another clinic as appropriate.
- Access Esperanza Clinics covers all clinical and staffing costs and operates the clinic. South Texas College promotes the clinic's availability and provides two adjacent classrooms as the clinic site.
- The clinic uses classrooms 211 and 213 at the Mid Valley Campus Nursing and Allied Health Building B and are charged a monthly facility use rate of \$1.00 per square feet. The charge is based on two classrooms of 672 square feet each, for a total monthly charge of \$1,344.00 and a total annual charge of \$16,128.00. The Nursing and Allied Health Building B is located in the North West corner of the campus.



### **Renewal Terms Requested by Access Esperanza Clinics**

Access Esperanza Clinics requested changes to the lease agreement and College staff is recommending the following changes to the renewal terms:

- Due to low participation, Access Esperanza Clinics is requesting to modify the lease agreement by allowing the clinic to serve faculty and staff, in addition to students.
- Due to low participation, Access Esperanza Clinics is requesting to modify Section 3.01 of the lease agreement by reducing rental cost for clinic rooms at South Texas College. The requested monthly facility use rate requested is \$0.50 per square feet, reduced from \$1.00 per square feet. The clinic uses two classrooms of 672 square feet each. As a result, the total monthly charge will be \$336.00 with a total annual charge of \$4,032.00.
- In an effort to increase participation, Access Esperanza Clinics is requesting the following outreach and awareness efforts for Spring 2019:
  - ⇒ Host an open house the first week of classes
  - ⇒ Co-host an event with Student Engagement (brand awareness)
  - ⇒ Update clinic flyers to focus more on diabetes testing and management services
  - ⇒ Give presentations to the student leadership and the Student Ambassador groups and encourage members to distribute clinic flyers
  - ⇒ Promote clinic on campus TV screens
  - ⇒ Promote clinic to students, faculty, and staff at the Pecan campus
  - ⇒ Give more class presentations (core classes)
  - ⇒ Host a focus group at the beginning of the semester to better understand students' attitudes about the clinic and its services

Background - The Board awarded the contract to enter into an agreement with Access Esperanza Clinics at the September 19, 2017 Board of Trustees meeting for one year with a yearly review and renewal of services. The renewal period will be for February 1, 2019 to January 31, 2020.

Award	Board Meeting Date	Original Term	Renewal Term
Original	9/19/17	2/01/18 – 1/31/19	
Renewal	01/29/19		2/01/19 – 1/31/20

Reviewers – The renewal agreement with Access Esperanza Clinics was reviewed by Mary Elizondo, Vice President for Finance and Administrative Services, Purchasing Department staff, and South Texas College's legal counsel.

Enclosed Documents – The items below follow in the packet for the Committee's information and review:

1. Draft Lease Agreement prepared by administration from South Texas College
2. Exhibit A - STC Facility Use Charges Schedule
3. Exhibit B - Collaboration Letter from Access Esperanza Clinics
4. Exhibit C – Exhibit to the Agreement
5. Exhibit D – Statement of Confidentiality Acknowledgment Statement

Kathryn Hearn, Community Services Director from Access Esperanza Clinics, will be present at the January 15, 2019 Finance, Audit, and Human Resources Committee meeting to address any questions by the committee.

It is requested that the Finance, Audit, and Human Resources committee recommend for Board approval at the January 29, 2019 Board meeting, on renewal of agreement with Access Esperanza Clinics on outpatient clinic at the Mid Valley Campus starting on February 1, 2019 to January 31, 2020, with a yearly review and renewal of services as presented.

**AGREEMENT  
BETWEEN ACCESS ESPERANZA CLINICS INC. AND  
SOUTH TEXAS COLLEGE**

This Agreement is made this 1<sup>st</sup> day of February, 2019, by and between Access Esperanza Clinics Inc., a Texas nonprofit corporation, hereinafter referred to as "Access Esperanza Clinics" or "Lessee", and SOUTH TEXAS COLLEGE, a political subdivision of the State of Texas, hereinafter referred to as "STC", "the College" or "Lessor", each a "Party" and collectively "Parties".

WHEREAS, Access Esperanza Clinics desires to enter into a lease agreement ("Agreement") with STC at its Mid Valley Campus, located at 400 North Border Ave, Weslaco, TX 78596;

WHEREAS, Access Esperanza Clinics and STC have agreed it will be mutually beneficial to both parties to lease such real property on the terms and conditions herein contained;

NOW THEREFORE, in consideration of the foregoing and the following, Access Esperanza Clinics and STC hereby agree as follows:

**ARTICLE 1 - LEASE**

**1.01. Lease.** For and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, Lessor does hereby lease and demise to Lessee and Lessee does hereby rent and accept from Lessor, lease space located in Weslaco, TX, Mid Valley Campus, comprising an area of 1,344 square feet in the Nursing Allied Health Building B and more particularly described in Exhibit A, which is attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Leased Premises").

**ARTICLE 2 – TERM AND TERMINATION**

**2.01. Term.** This Lease shall be for a term (the "Term"), commencing on February 1, 2019 and ending on January 31, 2020 (the "Termination Date"), unless sooner terminated as provided herein.

**2.02. Termination without Cause.** This Agreement may be terminated by either Party upon sixty (60) days' written notice to the other Party.

**2.03. Termination for Default.** This Agreement may be terminated for default pursuant

to Article 14 herein.

**2.04 Notice of Termination.** Notice of termination by a Party shall be delivered to the other Party pursuant to Article 18 herein.

### **ARTICLE 3 – RENT**

**3.01. Rent.** Lessee agrees to pay Lessor a monthly rental of one dollar (\$.50) per square foot. The rental shall be paid in advance on or before the first day of each month. The rent will be prorated for the first month accordingly (depending on the number of days of the month).

### **ARTICLE 4 – UTILITIES**

**4.01. Utilities.** Lessor shall pay or cause to be paid all charges for heat, gas, electricity and trash removal and Lessor shall pay or cause to be paid all charges for water and sewer. Lessee shall not be responsible for any utility charges used in and about the Leased Premises during the term of this Agreement. Utilities are included as part of space usage fees.

**4.02. Services.** Utilities and custodial services at the facilities used by Lessee shall be provided by Lessor at the same level as for all other Lessor facilities. Lessor makes no guarantee that utilities or custodial services will be without interruption at any time during the term of this Agreement.

### **ARTICLE 5 – RENOVATIONS, IMPROVEMENTS & FIXTURES**

**5.01. Renovations & Improvements.** Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Any and all plans for any improvements to the Leased Premises shall be submitted for approval to Lessor in writing.

**5.02. Furniture, Fixtures and Equipment.** Subject to review and approval by Lessor, Lessee shall, as necessary to carry out its purposes set forth under this Agreement, have the right to install shelves, temporary office partitions, machinery, equipment, or other fixtures, in, on or about the Leased Premises, provided that Lessee complies with all applicable governmental laws, ordinances, codes and regulations regarding such fixtures. Lessee has the right to remove such fixtures at the termination of this Agreement. Lessee shall repair, at its own expense, any damage to the Leased Premises cause by the removal of fixtures.

**5.03. Use of Lessor Furniture.** Lessor agrees to lend desks, tables, and chairs to Lessee with the express condition that said items be returned to STC upon termination of this Agreement.

**5.04. Ownership of Improvements & Fixtures.** It is expressly understood and agreed that, during the term of this Lease any and all buildings, improvements and fixtures, of whatsoever nature at any time constructed, placed, or maintained on any part of the Leased Premises, if not removed by Lessee on or before the date of termination of the Agreement, shall become the property of Lessor.

## **ARTICLE 6 – PERMITTED USE OF LEASED PREMISES AND OTHER SERVICES**

**6.01. Permitted Use.** Lessee may use the Leased Premises exclusively for the purpose for which Lessee has been organized and as described in Exhibit B, which will be primarily for the provision of individualized preventative health care and wellness education to South Texas College students of eighteen years and older and College employees.

**6.02. Keys.** Lessor will provide Lessee a set of key(s) to the Leased Premises. Upon termination of the Lease Agreement, key(s) shall be returned to the South Texas College Director of Facilities Operations and Maintenance or College of Facilities Operations and Maintenance designee.

**6.03. Access to Campus Parking.** Lessee employees will have access to campus parking with an appropriate parking permit. Six parking permits will be issued to Lessee's employees by the STC Department of Public Safety. Parking fines will be assessed if the Lessee employee does not display the appropriate parking permit and fines may be issued for parking and moving traffic violations.

**6.04. Food Services.** Lessee employees will have access to Lessor's on-campus cafeteria facilities for the purchase of food and beverages.

**6.05. Emergency Notification System.** Lessee's employees will be included in the Lessor's Emergency Notification System upon Lessee providing the Lessor's Information Technology Department with the Lessee's employees' email addresses, preferred email addresses, and cell phone numbers.

**6.06. Public Safety Law Enforcement and Security Services.** The STC Department of Public Safety is a public police department and will respond to Lessee's employees on the same basis as it does to STC employees and students.

## **ARTICLE 7 – MAINTENANCE & CUSTODIAL SERVICES**

**7.01. Maintenance.** Lessor agrees to maintain and repair, at the Lessor's expense, any portion/part of the Leased Premises as may be needed to continue the intended use of the Leased Premises under this Agreement other than repairs for damages deemed to have been caused through unreasonable abuse by Lessee and/or its associated occupants. If caused through unreasonable abuse by Lessee, the results of such damage will be repaired by Lessor to conform to the condition of the premises on the commencement date of the lease, but those reasonable costs of repairs will be reimbursed to the Lessor by the Lessee.

**7.02. Custodial.** Lessor agrees to provide usual custodial services for any portion of the Leased Premises as may be needed to continue the intended use of the Leased Premises under this Agreement, subject to the exception for care and disposal of medical waste, as described in Section 7.03.

**7.03. Clean Medical Waste.** Lessee agrees to clean, sanitize, and disinfect the space and provide and dispose all of medical and lab supplies and waste as required. Lessee shall comply with the required Texas Commission of Environmental Quality (TCEQ)/United States Environmental Protection Agency (EPA) Waste Guidelines.

## **ARTICLE 8 – TECHNOLOGY & COMMUNICATIONS**

**8.01. Technology & Communications.** Lessor agrees to provide a telephone and local area telephone/fax connectivity at Lessor's expense. Lessee will provide internet connectivity at Lessee's expense. At its cost, Lessee may add the necessary lines and cables required for internet connection within the leased space. Lessor will not provide any computer software, hardware, or equipment, such as, but not limited to, laptops, desktops, scanners, or copiers, etc. Lessor agrees to post contact information, including the telephone number for the Lessee, on its official webpage.

## **ARTICLE 9 – SIGNS**

**9.01. Signs.** Subject to the written approval of Lessor, and to the extent necessary under the terms of this Agreement and subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises, with prior approval from Lessor. Lessee must remove all signs at the termination of this Agreement and repair any damage resulting from the erection or removal of the signs.

## **ARTICLE 10 – LESSEE'S PERSONAL PROPERTY INSURANCE**

**10.01. Insurance.** Lessee shall maintain all insurance for Lessee's personal property

located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises except for damage caused by the Lessor's sole negligence.

## **ARTICLE 11 – LIABILITY INSURANCE AND INDEMNIFICATION**

**11.01. Liability Insurance.** (a) The parties acknowledge that Lessor's liability to Lessee's officers, employees and third parties for negligent acts of Lessor is limited by the Texas Tort Claims Act. Lessor shall, during the term of the Lease, provide and maintain insurance in sufficient amounts to cover Lessor's liability, if any. Lessee shall, during the term of the Lease provide and maintain in force during the term of this Agreement liability insurance in the amounts deemed adequate by Lessee. A copy of the Certificate of Insurance must be presented to the Lessor. (See Exhibit C to Lease between Access Esperanza Clinics and South Texas College.)

## **ARTICLE 12 – NOTICE OF DAMAGE**

**12.01. Notice of Damage.** If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

## **ARTICLE 13 – DAMAGE OR DESTRUCTION**

**13.01. Damage or Destruction.** If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Agreement, at the option of either party, shall terminate, effective as of the date of said occurrence.

## **ARTICLE 14 – DEFAULT**

**14.01. Default by Lessee.** If Lessee shall remain in default under any condition of this Agreement for a period of thirty (30) days after written notice from Lessor, Lessor may at its option, upon notice to Lessee, terminate this Agreement.

**14.02. Default by Lessor.** If Lessor shall remain in default under any condition of this Agreement for a period of thirty (30) days after written notice from Lessee, Lessee may at its option, upon notice to Lessor, terminate this Agreement.

## **ARTICLE 15 – OPERATIONS AND SERVICES PROVIDED BY LESSEE**

**15.01. Operations and Services provided by Lessee.** Operations and Services provided by Lessee are included as Exhibit B.

**15.02. Services.** Lessee shall provide preventive health care services exclusively for students enrolled at South Texas College's Mid-Valley Campus at Weslaco, Texas and employees employed by South Texas College.

- a) Lessee will follow Lessor's board approved academic calendar including the beginning and ending of semesters and holidays.
- b) The preventive health services shall be provided free of charge for Medicaid-qualifying students and employees. Lessee will charge and report its services to Medicaid.

**15.03. Required License(s) and Credential(s).** Lessor requires Lessee to possess required license(s), certification(s), and credential(s) to operate and provide services at Lessor's premises, and to prominently display such licenses, certifications and credentials. Lessee agrees to employ only individuals with the required licenses, certifications or credentials to perform the medical services being provided.

## **ARTICLE 16 – CONDUCT AND COMPLAINT CASES, INCLUDING TITLE IX**

**16.01. Title IX Statement.** Title IX of the Education Amendments 1972 (20 U.S.C. Section 1681, et seq.) and its implementing regulations, 34 C.F.R. Part 106 (Title IX), state, "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."

**16.02. Conduct and Complaint Cases, Including Title IX.** Lessee and Lessor will cooperate and collaborate in addressing conduct cases and complaints, including Title IX, involving Lessee patients and employees and Lessor students, faculty, staff, and/or property.

### **16.03. Communication, Coordination, and Collaboration**

- a) **Confidentiality.** All services provided by Lessee to patients will be kept confidential except for the following circumstances:
  - i. If the patient wants information shared with the College or campus security, campus or local law enforcement, the Lessee must obtain consent for release of the information. When releases of information are required, it will be written, informed,



and reasonably promptly handled.

- ii. Lessee will engage in a good faith presentation of the remedial support Lessor and their agents may provide to a patient who has experienced any form of sexual based unwelcome conduct and will encourage patient to report the conduct to Lessor or allow Lessee to present such information. The support provided by Lessor may include academic assistance and adjustments, counseling and other customized support. Additionally, Lessee agrees to provide all patients experiencing unwelcome sexual misconduct with Lessor's Resource Brochure outlining on-campus support and reporting protocol.
- iii. Lessee will report to Lessor when the student or employee being treated poses an imminent risk of harm to self or others, or reveals that he/she is at an imminent risk of harm.
- iv. Lessor agrees to maintain and provide to Lessee a current list of the names of all entities whom Lessor allows to access the space leased by Lessee and their reason for access, (ex. "custodial staff"). This does not apply to patients receiving treatment. Lessor will ensure that everyone whom Lessor allows to access the Mid-Valley Campus space leased by Lessee will sign and abide by the Statement of Confidentiality agreement (South Texas/Access Esperanza Clinics Statement of Confidentiality Acknowledgement Statement) (attached as Exhibit D). Lessor agrees to provide to Lessee a copy of those signed statements within 14 days of their signature.

**b) Trainings.** Lessee is required to participate in all identified trainings provided by Lessor related to Title IX and sexual misconduct, including but not limited to dating violence, discrimination, domestic violence, harassment, intimate partner abuse, sexual harassment, sexual violence, stalking, and retaliation. The Parties agree to keep each other informed about current trends and patterns in sexual assault both on and off campus.

**c) Lessor Resources and Support Services.** Lessee agrees to provide patients the informational resources and materials provided by Lessor related to Title IX and sexual misconduct, including but not limited to dating violence, discrimination, domestic violence, harassment, intimate partner abuse, sexual harassment, sexual violence, stalking, and retaliation. Lessee also agrees to provide patients information regarding Lessor's Counseling and Support Services and other resources available, including academic support and assistance.

**d) Aggregate Non-Personally Identifiable Data.** Lessee agrees to provide aggregate non-personally identifiable data, as permitted by law and as

requested by Lessor, to the Title IX Coordinator related to incidents of sexual misconduct and other reportable offenses to include in its annual Clery Act security report and to help the college identify patterns or systemic problems related to sexual violence. Once this Agreement becomes effective, the data must be submitted the first of every month, beginning with March 1, 2019. The data should include number of patients with cases involving sexual misconduct, the location of the violation (i.e. on or off campus), the nature of each violation, the gender of the parties (that is, how many victims identified as female, how many as male, how many accused were identified as female, how many as male). This information should be provided in aggregate form so that the information is not linkable to a specific individual.

- e) **Lessor's Department of Public Safety.** To the extent allowed and as required by law and Lessor policy, Lessee agrees to promptly share information about crimes that may pose an imminent serious threat to the health and safety of a member or members of campus or near-campus communities, as is necessary to facilitate the issuance of Clery Act requirements on timely warnings, emergency notifications, and the legally mandatory reporting of crime statistics.
- f) **Title IX Staff Contact Information.**

**Title IX Coordinator**

**Mary Elizondo, MBA, CPA, CFE, CGMA**

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3201 West Pecan Blvd.

956-872-2307

[jgarcia\\_3213@southtexascollege.edu](mailto:jgarcia_3213@southtexascollege.edu)

**Title IX Deputy Coordinator**

**Santa E. Pena**

[Director of Counseling](#)

[3201 West Pecan Blvd. K2.900](#)

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**Title IX Deputy Coordinator**

**Paul Varville**

Chief Administrator for Department Public Safety and Regional Center for  
Public Safety Excellence

2509 West Pecan Blvd.

McAllen, TX 78501

956-872-2330

[pbvarvil@southtexascollege.edu](mailto:pbvarvil@southtexascollege.edu)

**ARTICLE 17 – REPRESENTATIONS**

**17.01. Representation of Agency.** Lessee will provide medical services to identified students enrolled at South Texas College and College employees as described in the attached Exhibit B. Lessee is not an agent of the College and may not represent itself as an agent of the College.

**17.02. Employees of Lessee.** Individuals employed by Lessee, whether to provide medical services or perform administrative tasks, are not employees of the College and may not represent themselves as employees of the College. There is no agency relationship between the College and employees of Lessee.

**ARTICLE 18 - NOTICE**

**18.01. Notice.** Except as may be otherwise specifically provided in this Agreement, all

notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) addressed to the parties at the addresses set forth below, or (iii) at such other addresses as may have been specified by written notice delivered in accordance herewith:

If to Lessor: South Texas College  
Attention: Dr. Shirley A. Reed, President  
3201 West Pecan Blvd.  
McAllen, Texas 78501

If to Lessee: Access Esperanza Clinics  
Attention: Mr. Patricio Gonzales, CEO  
916 E. Hackberry Ave, Suite A  
McAllen, Texas 78501

## **ARTICLE 19 - MISCELLANEOUS**

**19.01 Transferability.** Neither Party may transfer or assign this Agreement, in whole or in part, without the prior written consent of the other Party.

**19.02 Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters contained herein and supersedes all prior agreements and contracts.

**19.03 Governing Law and Venue.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas. Hidalgo County, Texas, shall be the sole and exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought under, or arises out of, this Agreement.

**19.04. Cumulative Remedies.** All rights and remedies of Lessor and Lessee under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

**19.05. Waiver of Breach.** A waiver by either Lessor or Lessee of a breach or default of any provision under this Agreement by the other Party shall not constitute a continuing waiver or a waiver of any subsequent breach or default.

**19.06. Responsibility for Negligence and Third Party Claims.** To the extent authorized by the laws and Constitution of the State of Texas, each Party to this Agreement shall be responsible for damages to persons or property resulting from

negligence on the part of its employees, agents, or officers. Neither Party assumes any responsibility to the other Party for the consequences of any act or commission of any person, firm, or other entity not a party to this Agreement.

**IN WITNESS WHEREOF**, Lessor and Lessee approve the execution of this Lease Agreement by a motion duly made, seconded, and adopted by the appropriate governing bodies thereof.

**SOUTH TEXAS COLLEGE**

By: \_\_\_\_\_  
Dr. Shirley A. Reed, President

**ACCESS ESPERANZA CLINICS INC.**

By: \_\_\_\_\_  
Mr. Patricio Gonzales, CEO

## Access Esperanza Clinics

## Exhibit A

### STC Facility Use Charges Schedule

Space	Size (sf)	Number of Classrooms/Labs	Monthly			Monthly Rental Cost (\$)	Number of Months	Annual Rental Cost (\$)
			Utilization Factor (%)	Rental Rate (\$/sq)				
Classroom*	672	1	100%	\$ 0.50	\$	336.00	12	\$ 4,032.00
Classroom *	672	1	100%	\$ 0.50	\$	336.00	12	\$ 4,032.00
Total Utilized Space	1,344	2			\$	672.00		\$ 8,064.00

**\*Notes:**

Mid Valley Campus-Building B, Room 211 and Room 213



916 E. Hackberry Ave, McAllen, TX 78501 | 956.688.3700  
[www.AccessClinics.org](http://www.AccessClinics.org) | [Patricio.Gonzales@AccessClinics.org](mailto:Patricio.Gonzales@AccessClinics.org)

## Campus Clinic Collaboration

Access Esperanza Clinics, Inc. and South Texas College

### Contact Information

Access Esperanza Clinics, Inc.

916 E. Hackberry Ave, Suite A, McAllen, TX 78501

O: 956.688.3700 | F: 956.618.3718

Website: [www.AccessClinics.org](http://www.AccessClinics.org)

Patricio Gonzales, MSSW-LMSW - [patricio.gonzales@accessclinics.org](mailto:patricio.gonzales@accessclinics.org)

### Mission Statement

The mission of Access Esperanza Clinics Inc. (AEC) is to provide education, advocacy, and affordable high-quality health care to ensure all individuals in our community can access sexual and reproductive health care services.

Since its founding by members of the First United Methodist Church in 1964, AEC has championed its mission of helping low-income women stay healthy and prevent unplanned pregnancies, improving quality of life in the community. AEC aspires to continue this trajectory and expand its efforts to prevent chronic illness. AEC operates as an independent 501(c)(3) non-profit organization and qualifies as a state health program provider to serve low-income women, men, and teens.

### Agency Overview

Continuing the founders' legacy, AEC operates five health clinics in Hidalgo County, including the Rev. English Clinic in McAllen, the Rev. Galloway Clinic in Mission, and clinics in Edinburg, Weslaco, and San Juan. Clinics are expected to serve at least 15,000 people during 2017.

AEC's typical clinic patient is Latina, in her mid-20s, who lives at or below the federal poverty level. She comes to the clinic for reproductive life planning, mainly to prevent unplanned pregnancies. Most patients are uninsured and report AEC as their only health care provider.

Nurse practitioners and physician assistants provide day-to-day patient care. Services focus on family planning and preventive health care, including physical exams, clinical exams for the breast, cervix, and testes, and testing and treatment for STIs. A full range of contraceptives, including long acting reversible contraceptives, are available at each clinic site. AEC's expanded family planning program offers preventive wellness screenings that include testing and basic

management for diabetes, high cholesterol, and hypertension. Over 95 percent of clients qualify for state or federal family planning programs and pay little or nothing for their care.

The local medical community strongly supports AEC. Ob-Gyn Dr. Fernando Otero volunteers as the agency's Medical Director, overseeing clinical protocols and providing colposcopy services. Surgeon Dr. Fredricka Borland evaluates patients with suspicious breast masses.

AEC's award-winning community education programs promote family planning and healthy lifestyles and will reach 15,000 people by the end of 2017. Promotora community health workers participate in over 100 community fairs annually and conduct weekly outreach at WIC centers, colleges, community centers, and social service agencies. Small group discussions or "platicas" are held in homes and at social service agencies to teach healthy life habits. Family communication workshops are held several times each year to help parents and their children or teens learn about growing up and healthy lifestyles.

AEC supports a university student organization at the University of Texas Rio Grande Valley that meets each week for training on family planning and healthy relationship issues. The group promotes healthy relationships to over 1,000 students a year through campus outreach and awareness events.

Primary program funding comes from the federal Title X program contracted through the Women's Health and Family Planning Association of Texas, the state's Healthy Texas Women program, and the Texas Family Planning Program. The agency is also supported through private foundations grants, Medicaid, private insurance, and private pay patient fees.

### **Project Need**

Preventive healthcare, education, and timely management are important to maintaining good health, especially for younger individuals. According to a 2015 Institute of Medicine and National Research Council report, young adulthood - ages 18 to 26 - is a critical developmental period during which lifestyle choices can have implications on future employment, financial security, health, and well-being. Freshly independent, young adults must manage new responsibilities that can lead to neglecting healthy lifestyle choices. These challenges coupled with high local rates of diabetes put young adults in this community at especially high risk for chronic diseases.

There is a tremendous need for affordable healthcare services in this community. The Texas Department of State Health Services' 2013 report shows a higher prevalence of prediabetes and diabetes in Hidalgo County compared to the state, which puts local residents at greater risk for complications of diabetes along with cardiovascular disease and stroke. Unfortunately many people in this community cannot afford the care they need. According to the 2011 U.S. Census,



Hidalgo County has the highest rate of uninsured adults of any urban county in the U.S. This high rate along with the county's chronically high 30 percent plus poverty rate (U.S. Census) creates serious barriers for people needing care.

A wide body of evidence indicates when women can plan their pregnancies, they have safer births, are healthier, have healthier children, stay in school longer, and get better paying jobs. Making family planning available and accessible is good public policy. According to the Guttmacher Institute, a leading reproductive health researcher, every \$1 invested in public programs to help low-income women prevent unplanned pregnancies, saves taxpayers \$7 in Medicaid-paid births and associated costs (as of 2010).

The need for family planning services in Hidalgo County is great. The Guttmacher Institute estimated in 2014 that only one in three women in Hidalgo County needing family planning had access to care. This includes lack of access for pregnancy prevention, preventive health screenings, and STI testing and treatment. These services are especially important to college students. The National Campaign to Prevent Teen and Unplanned Pregnancy reports that 61 percent of college students in their 20s who have a child after enrolling in a community college drop out before finishing a degree or credential.

### **Project Description**

This project seeks to establish a clinic at the STC campus in Weslaco to help students live healthier lives and achieve their educational goals. The part-time clinic will open one day a week during the school's spring and summer semesters and will be available to students ages 18 and older, along with STC faculty and staff.

Clinic services will focus on preventive health and wellness, with an eye on early detection of chronic diseases. The clinic will offer many of the same preventive health services currently provided at AEC's full-time Weslaco clinic. Patients needing full physical exams or more invasive procedures will be referred to AEC's other clinics.

#### **Campus Clinic Services:**

- General health assessment

- Birth control instruction and method supplies

- Limited to birth control pill, patch, ring, shot, over-the-counter methods, and Plan B

- Lipids panel testing

- Includes diabetes, cholesterol, triglycerides testing

- A1C diabetes testing (reflects average blood sugar level several weeks prior)

- Basic management of diabetes, high cholesterol, and hypertension

- Diet and nutrition counseling

- Initial and basic prescription medication as medically indicated

### STD testing and treatment

Testing for chlamydia, gonorrhea, syphilis, herpes, HPV

Treatment for chlamydia, gonorrhea, syphilis, herpes, HPV (treatment plan)

HIV rapid testing (results in minutes), confirmatory testing (results in five days)

Referrals for treatment

Urinary tract infection (UTI) treatment

Pregnancy testing

Working under the agency's Medical Director, Dr. Fernando Otero, the campus clinic will utilize nurse practitioners and physician assistants to conduct patient assessments and make diagnoses. The project will establish a Class D pharmacy on site to dispense medications, including contraceptives, directly through the clinic. Clinicians will write prescriptions for medications not available through the clinic's pharmacy.

AEC maintains a referral network for patients needing health and social services outside of the scope of its clinics. The campus clinic will utilize STC as a primary referral source. Clinic staff will work with STC staff on the availability of services, especially counseling services.

The majority of students are expected to qualify for free clinic services through AEC's governmental grants, including the federal Title X program, the state's Healthy Texas Women program, and the Texas Family Planning Program. To be eligible for free services, students must be Texas residents, uninsured, age 64 or younger, and have a household income of 250 percent or less of the federal poverty level (\$2,452 a month for family household size of one). U.S. citizenship, legal residency, and gender will not be barriers to free services. The clinic will also accept payment for services through Medicaid, private insurance, and private fees.

The clinic will require at least two but preferably three rooms that can be secured and dedicated to the project, along with close access to restrooms. One room will be used for intake and initial counseling, and the second would work as space for the clinician to conduct assessments. A third room could be used for nutritional counseling for patients at risk or diagnosed with diabetes or other chronic diseases related to cardiovascular diseases. Clinic operations will also require working with STC on internet access, a campus phone line, custodial services, clinic signage, and on-campus promotion.

The Campus Clinic Collaboration between STC and AEC would eliminate many of the barriers STC students currently face when needing basic healthcare services. This project will benefit all connected. Students would have easy and regular access to basic health care at no or very low cost to them. For minimal investment, STC would gain a clinic on the campus to help students stay healthy and stay in school. AEC would have the opportunity to meet its mission in reaching and serving more uninsured people in this community.

## **EXHIBIT C TO AGREEMENT BETWEEN ACCESS ESPERANZA CLINICS AND SOUTH TEXAS COLLEGE**

### **I. Insurance**

#### **1.1 Coverages**

Access Esperanza Clinics Inc. ("Clinic") shall purchase and maintain during the duration of this Agreement, and after this Agreement as provided in Section 1.1(c) below, the following insurance coverages:

- (a) Worker's Compensation or accidental disability and employers liability coverage with minimum limits of liability at \$500,000 for damages due to bodily injuries either by accident or disease occurring to Clinic's employees, agents, servants or professional staff as a result of this Agreement.
- (b) General Liability covering Clinic's agents, employees and servants for bodily injury, personal injury or property damage claims arising out of the premises, products or activities of Clinic or its employees with minimum limits of liability of **\$1,000,000** per occurrence and **\$3,000,000** annual aggregate.
- (c) Professional Liability covering Clinic's agents, employees and servants for bodily and personal injury claims arising out of the Clinic's activities for the rendering or failure to render care by professional staff, Clinic or its agents, employees and servants with minimum limits of liability of **\$1,000,000** per occurrence and **\$3,000,000** aggregate. In the event such coverage is through a "claims made" policy and is either cancelled, replaced or non-renewed, Clinic shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period expiration or earlier termination of this Agreement.
- (d) Automobile liability covering Clinic's agents, employees and servants for bodily injury resulting from operation of motorized vehicles with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- (e) Cyber liability insurance for data breaches covering Clinic's agents,

employees, and servants with minimum limits of \$1,000,000.

## **II. Certificate**

### **2.1 Certificate Required**

Clinic shall provide South Texas College (“College”) with current certificates of insurance or renewal of insurance for all policies required under Section 1.1 during the term of this Agreement so that College has evidence of required insurance being effective at all times.

## **III. Compensation**

### **3.1 No Compensation**

College will not be charged for any services performed by Clinic.

## **IV. Additional Obligations**

### **4.1 Notification of Claims**

Clinic agrees to notify College as soon as reasonably practicable, of any occurrence, liability, judgment, claim, or other matter arising out of any allegedly intentional act, negligence, medical or professional malpractice, or other act or omission of Clinic or its employees or agents in connection with the provision of services or representatives or warranties hereunder regarding the Clinic’s services at the College’s Weslaco campus.

### **4.2 Corporate Compliance**

Clinic represents and warrants that it, its employees and providers at the Clinic will conduct their activities in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-Fraud and Abuse Laws and the Texas Medical Practice Act and Health & Safety Code. Notwithstanding any

unanticipated effect of any of the provisions herein, the Clinic and its staff will conduct themselves in a manner not to constitute a violation of Medicare/Medicaid Anti-Fraud and Abuse Law or Texas Medical Practice Act and Health & Safety Code provisions.

#### **4.3 Compliance with Applicable Health Care Law**

The Clinic will at all times comply with applicable state, local and federal laws, including, but not limited to, the “Stark” law (42 U.S.C. § 1395nn), the Anti-Fraud and Abuse Statute (42 U.S.C. § 1320a-7b(b)), the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the Texas Patient Non-Solicitation Law (Texas Occ. Code Ann. § 102.001) and this Agreement shall be construed in accord with applicable The Joint Commission standards.

#### **4.4 Compliance with Law as to Use of Leased Premises**

The Clinic (i.e. the Lessee) shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Lessee’s use of the Leased Premises. The College (i.e. the Lessor) shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises (the clinic held at the College’s Weslaco campus).

#### **4.5 Compliance with STC Regulations**

Clinic’s employees will abide by all applicable rules of conduct applicable to South Texas College employees, staff, and students regarding the use of and access to common areas on the South Texas College Weslaco campus.

### **V. Records and Information**

#### **5.1 Patient Information**

Clinic warrants and covenants to College that neither Clinic nor any Clinic staff shall disclose to any third party, except where permitted or required by law, any confidential information, including patient or medical record information regarding Clinic’s patients, and Clinic and Clinic’s staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Clinic and its medical staff, regarding the confidentiality of such information. Clinic acknowledges that in receiving or otherwise dealing with any records or

information from patients receiving treatment of alcohol or drug abuse, Clinic and all Clinic employees are fully bound by the provisions of the federal regulations governing Confidentiality for Alcohol and Drug Abuse Patient Records (42 C.F.R. Part, as amended from time to time) as well as any state laws that govern HIV/AIDS and mental health treatment. In addition, Clinic warrants and covenants to College that, if necessary, Clinic and all Clinic staff will resist judicial proceedings and efforts to obtain access to such records or information except such access as is expressly permitted by the aforementioned federal regulations and/or Texas law.

## **5.2 HIPAA Requirements**

Clinic agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Clinic agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

## **VI. Term and Termination**

### **6.1 Provisions Surviving Termination**

The obligations of the parties relating to hold harmless, compliance with federal and state law and regulations, non-disclosure of and maintaining confidential information, access to records, and all other obligations that by their very nature are usually and customarily enforceable after the termination of an agreement shall survive the termination of this Agreement.

## **VII. MISCELLANEOUS**

### **7.4 Public Safety Law Enforcement and Security Services**

Lessor's Public Safety and Law Enforcement and Security Services will:

- i. Assist in contacting the appropriate jurisdiction to obtain a protective order, and provide assistance with issuance of criminal protective orders, as appropriate;
- ii. Enforce any protective orders on Lessor's campuses;
- iii. Provide assistance in issuing no-contact restrictions, if requested through a complaint alleging sexual assault, dating violence, domestic violence, and/or stalking;
- iv. Provide the Lessor's All Hazards Emergency Plan outline for use by Lessee's employees. Lessee's employees will be integrated into the plan.



## Facilities Operations & Maintenance

3201 W. Pecan McAllen, TX 78502-9701

PH: (956) 872-2556 FAX: (956) 872-3464

### **South Texas College / Access Esperanza Clinics Statement of Confidentiality Acknowledgment Statement**

As a College employee, my job duties require me to conduct maintenance at the Access Esperanza Clinic Inc. (the "Clinic") and therefore come in contact with Clinic correspondence, records, and other documents, all of which I have been instructed are confidential and contain sensitive, health, or other private information.

I understand and acknowledge the importance of the confidential nature of the information which I may observe.

I acknowledge that I have been advised by my supervisor, and I agree, that as a condition of my employment, or continued employment, I will not open any folder, file or container where files or documents are kept and will not obtain and will not reveal to any person any information of a confidential nature as herein described of which I may become aware during my course of employment with South Texas College. Confidential information includes information concerning any Clinic employee, student, staff, faculty, or administrative personnel.

For purposes of this acknowledgement, official communications and statements which are presumed to be confidential, include, but are not limited to the following:

1. Communications and statements regarding student body health issues;
2. Other communications and statements made in the furtherance of official College business dealing with sensitive topics which would lead one to reasonably believe that the matters in question are intended to be kept private.

I acknowledge that the presumption of confidentiality may only be overcome by express instruction from senior College administrative or executive staff.

I further understand and agree to abide by all state and federal statutes and laws, which protect the confidentiality of information, related to students'



records held by educational agencies, specifically including, but not limited to, Texas Public Information Act Sections 552.026 and 552.114, the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and the Red Flags Rule.

I further acknowledge that I have been advised that I shall refrain from releasing and/or otherwise disseminating any confidential information, and that prior to releasing information which I suspect might be confidential and protected information, I will seek instructions from any immediate supervisor and obtain my immediate supervisor's written permission to release such information prior to doing so.

I further acknowledge that I have been advised that improper release and/or dissemination of confidential information may create civil and criminal liability for South Texas College and/or me. I further acknowledge that I have been advised that failure to comply with this agreement by improperly disclosing confidential information may subject me to disciplinary action, which might result in the termination of my employment.

I acknowledge that I have understood the foregoing, (and if I speak Spanish and not English) it has been explained to me in Spanish).

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Employee ID#: A \_\_\_\_\_

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

### **Review and Discussion on Options for Contracting for Electric Power Services**

Review and discussion with the Finance, Audit, and Human Resources Committee on the procurement method for contracting electric power services is requested for feedback.

In the past, the College has procured the electric power services via a State Contract with the State of Texas, General Land Office, or by advertising a Request for Proposal (RFP).

The College's current contract for electric power services with Cavallo Energy Texas through the General Land Office was entered into on June 1, 2014 and will expire on May 31, 2019.

Purpose – The Vice President for Finance and Administrative Services, Director for Operations and Maintenance, and Director of Purchasing are requesting the review of the procurement options for electric power services.

Justification – A procurement method for electric services must be selected to secure a contract for the electric power services prior to the end of the existing contract.

Background - The following reflects South Texas College's electric service contracts since FY 2002:

<b>Procurement Method</b>	<b>Service Provider</b>	<b>Period</b>	<b>Electricity Rate per kWh</b>
General Land Office	Reliant Energy	4/1/02 – 3/31/04	\$0.03944
General Land Office	Reliant Energy	4/1/04 – 5/31/06	\$0.05397
Request for Proposal	Hino Electric	6/1/06 – 5/31/07	\$0.08099
Request for Proposal	Hino Electric	6/1/07 – 5/31/08	\$0.08650
Request for Proposal	Gexa Energy	6/1/08 – 5/31/11	\$0.08989
Request for Proposal / General Land Office	Cavallo Energy Texas	6/1/11 – 5/31/14	\$0.05676
General Land Office	Cavallo Energy Texas	6/1/14 – 5/31/19	\$0.05482

### **Request for Proposals**

The College contracted an energy consultant, RJ Covington, in FY 2006, FY 2007, FY 2008, and FY 2011. The consultant services included the preparation of the request for proposal (RFP) for energy providers, the analyzing and evaluating of the proposal rates, associated fees, taxes, and the review of the final service agreement. The consultant also provided a detailed report of the proposals received and established a short list of the energy providers for the Finance, Audit, and Human Resources Committee. After the short list was determined, the energy providers submitted their final and executable kWh rate to the Board of Trustees at the Board meeting.

The consultant was paid a one-time fee, that was independent of the electric power contract. The payment did not exceed \$10,000.00, which is below the purchasing threshold requiring bid solicitation.

### **State Contract**

In FY 2002, FY 2004, and FY 2014, the Board of Trustees elected to contract through an interagency contract with the Texas General Land Office. The current contract was entered into in FY 2014 with Cavallo Energy Texas.

When contracting with the state approved vendor, through the General Land Office, the gross receipts tax (GRT) is not charged, which amount to an approximate savings of \$82,000 annually.

South Texas College's current electricity rate per kWh is \$0.05482 and the contract agreement term is from June 01, 2014 through May 31, 2019. At the time of approval, the College was able to include all future bond construction projects with the fixed kWh rate of \$0.05482.

### **Comparison Between Procurement Methods**

A comparison of the procurement methods are as follows:

<b>Request for Proposals</b>	<b>State Contract</b>
Consultant Required	Consultant Not Required
Gross Receipt Tax Not Exempted	Gross Receipt Tax Exempted
Advertisement of RFP	No Advertisement of RFP
Consultant Fee	No Consultant Fee

Mary Elizondo, Vice President for Finance and Administrative Services, George McCaleb, Director for Operations and Maintenance, and Becky Cavazos, Director of Purchasing, will be present at the January 15, 2019 Finance, Audit, and Human Resources Committee meeting to address any questions by the Committee.

Mr. Bill Starnes, Senior Management Consultant with ReSolved Energy Consulting (formally RJ Covington), will be available at the Committee meeting to provide information and respond to questions.

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

## **Review and Action as Necessary on Award of Proposals, Purchases, Renewal, and Interlocal Agreement**

Approval of the following award of proposals, purchases, renewal, and interlocal agreement will be requested at the January 29, 2019 Board meeting as follows:

- A. Award**
- B. Instructional Item**
- C. Non-Instructional Item**
- D. Technology Items**
- E. Interlocal Agreement**

### **A. Awards**

#### **1) Purchase of Motor Vehicles (Award)**

Award the proposal for the purchase of motor vehicles totaling \$138,880.00 to the following vendors:

- **Caldwell Country Chevrolet** (Caldwell, TX)      \$ 31,932.00
- **Spikes Motor, Co.** (Mission, TX)      \$106,948.00

Purpose – The Department of Public Safety is requesting the purchase of four (4) crew cab trucks and one (1) utility vehicle for patrolling through the College district.

Justification and Benefit – The Department of Public Safety requires the additional vehicles to provide patrols and responses to incidents at the new Regional Training Center for Public Safety Excellence, Mid Valley, and Pecan campuses and hiring of additional police officers.

Background – Proposal documents were advertised on October 15, 2018 and October 22, 2018 and issued to seven (7) vendors, including six (6) local vendors. Four (4) responses were received on October 30, 2018 and reviewed by the Department of Public Safety and Purchasing Department.

Funds for this expenditure are budgeted in the Campus Police and Safety and Security budgets for FY 2018 – 2019.

#### **2) Food Service – Starr County Campus (Award)**

Award the proposal for food service – Starr County Campus to **Taqueria Hidalgo, LLC**. (Rio Grande City, TX), for the period beginning February 1, 2019 through January 31, 2020 with two one-year options to renew, with a 10% commission of net sales.

Purpose – The food service must be available for the South Texas College faculty, staff, and students at the Starr County Campus.

Justification and Benefit – The Starr County Campus must have food service Monday through Friday for breakfast and lunch. It will include some of the following items: breakfast tacos, lunch tacos, potatoes, lunch combos, piratas, and drinks.

Background – Proposal documents were advertised on November 5, 2018 and November 12, 2018 and issued to twenty-three (23) vendors. Two (2) responses were received on November 20, 2018 and reviewed by Food Services, Operations and Maintenance, Starr County Campus Coordinator, and the Purchasing Department.

## **B. Instructional Item**

### **3) Science Models, Equipment, and Supplies (Purchase)**

Purchase of science models, equipment, and supplies from **VWR International, Inc.** (Radnor, PA), for a total amount of \$56,992.90 as follows:

#	Vendor	Contract	Amount
1	VWR International, Inc. (Radnor, PA)	E&I Cooperative Services	\$31,248.48
2	VWR International, Inc. (Radnor, PA)	Board Approved Vendor	\$25,744.42

Purpose – The Biology Program is requesting the purchase of science models, equipment, and supplies for student instruction at the Pecan Campus – STEM and Mid Valley Campus Health Professions and Sciences buildings. These items will be for the instructional labs and prep-labs located in these new buildings.

Justification and Benefit – The models will include brain stems, advanced female skulls, hearts, magnetic teaching skulls, and male torsos. It will also include small portable EKG machines and supplies and student lab basic systems to conduct physiology lab experiments including ECG, EEG, EMG, and EOG. These items are required for students to complete the required courses and labs in Anatomy and Physiology courses.

Funds for this expenditure are budgeted in the Maintenance and Operations Taxes (M&O) Furniture, Fixtures, and Equipment (FFE) budget for FY 2018 – 2019.

## **C. Non – Instructional Item**

### **4) LED Lamps (Purchase)**

Purchase LED lamps from **Crawford Electric Supply** (San Antonio, TX/Mission, TX), a Texas Association of School Boards – Buyboard approved vendor, at a total amount of \$113,946.75.

Purpose – Facilities Operations and Maintenance is requesting the purchase of nine hundred fifty (950) led lamps retrofit kits, which will replace florescent lamps at the Pecan, Technology, Nursing and Allied Health, and Starr County campuses.

Justification and Benefit – As part of one of the 2019 projects, Facilities Operations and Maintenance would like to continue replacing fluorescent lamps with LED retrofit lamps at various campuses. This will be the second phase of several, which will help reduce energy consumption, improve maintenance since LED lights are designed to have long lives, and

improve safety since LED lamps do not contain any harmful chemicals, such as mercury, and are safer for the environment.

Funds for this expenditure are budgeted in the District Wide Interior LED Lighting Upgrade budget for FY 2018 – 2019.

#### **D. Technology Items**

##### **5) Servers (Purchase)**

Purchase servers from **Dell Marketing, LP.** (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total amount of \$111,374.38.

Purpose – Information Technology is requesting to purchase seven (7) servers to replace existing devices that have reached its end of life and can no longer meet the intended needs. The servers will be installed at the Pecan Campus Building M data center and will be used to support many software applications such as Police Department surveillance systems, Information Technology applications, and databases.

Justification and Benefit – These servers will replace hardware that has reached end of life and is no longer supported by the vendor. Servers host applications and allow many connections from everywhere in our district. If the existing servers fail or stop working, students, faculty, and staff using those applications will not be able to access systems like Police Department surveillance systems, Jagnet, and student portals.

Funds for this expenditure are budgeted in Systems and Networking budget for FY 2018 - 2019.

##### **6) Software Licenses and Maintenance Agreement (Renewal)**

Renew the software licenses and maintenance agreement with **DLT Solutions, LLC.** (Herndon, VA), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning February 27, 2019 through February 26, 2020, at a total amount of \$81,124.96.

Purpose – Information Technology is requesting to renew the college-wide Red Hat two thousand five hundred sixty-four (2,564) licenses and maintenance agreement, which will provide maintenance and support for the servers running a wide range of applications.

Justification and Benefit – This operating system runs in servers to support applications such as Jagnet and Banner. It provides support for servers to be patched and updated accordingly in order to mitigate risk and secure the operating systems that support college-wide applications serving students, faculty, and staff.

Funds for this expenditure are budgeted in Systems and Networking budget for FY 2018 - 2019.

## **E. Interlocal Agreement**

### **7) Facility Usage Interlocal Agreement (Lease/Rental)**

Lease/Rental facility usage interlocal agreement with **Region One Education Service Center (ESC)**, for Friday, February 15, 2019, at an estimated amount of \$5,390.00.

**Purpose** – The Office of Professional Development and the Division of Information Services, Planning, Performance and Strategic Initiatives is requesting lease/rental of facilities for South Texas College professional development day.

**Justification and Benefit** – The facility usage interlocal agreement is for the college-wide professional development day event held in the Spring for the Division of Information Services, Planning, Performance and Strategic Initiatives staff. The event is as follows:

Dates	Location	Events	Amounts
2/15/19	Region One ESC	College-Wide Professional Development for Faculty and Staff	\$ 5,390.00

Funds for this expenditure are budgeted in the Office of Professional Development budget for FY 2018 - 2019.

### **Recommendation:**

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the January 29, 2019 Board meeting the award of proposals, purchases, renewal, and interlocal agreement as listed below:

#### **A. Award**

#### **B. Instructional Item**

#### **C. Non-Instructional Item**

#### **D. Technology Items**

#### **E. Interlocal Agreement**

#### **A. Awards**

**1) Purchase of Motor Vehicles (Award):** award the proposal for the purchase of motor vehicles totaling \$138,880.00 to the following vendors:

- **Caldwell Country Chevrolet** (Caldwell, TX) \$ 31,392.00
- **Spikes Motor, Co.** (Mission, TX) \$106,948.00

**2) Food Services – Starr County Campus (Award):** award the proposal for food services – Starr County Campus to **Taqueria Hidalgo, LLC.** (Rio Grande City, TX), for the period beginning February 1, 2019 through January 31, 2020 with two one-year options to renew, with a 10% commission on the net sales;

**B. Instructional Item**

- 3) **Science Models, Equipment, and Supplies (Purchase):** purchase of science models, equipment, and supplies from **VWR International, Inc.** (Radnor, PA), for a total amount of \$56,992.90 as follows:

#	Vendor	Contract	Amount
1	VWR International, Inc. (Radnor, PA)	E&I Cooperative Services	\$31,248.48
2	VWR International, Inc. (Radnor, PA)	Board Approved Vendor	\$25,744.42

**C. Non – Instructional Item**

- 4) **LED Lamps (Purchase):** purchase LED lamps from **Crawford Electric Supply** (San Antonio, TX/Mission, TX), a Texas Association of School Boards – Buyboard approved vendor, at a total amount of \$113,946.75;

**D. Technology Items**

- 5) **Servers (Purchase):** purchase servers from **Dell Marketing, LP.** (Dallas, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total amount of \$111,374.38;
- 6) **Software Licenses and Maintenance Agreement (Renewal):** renew the software licenses and maintenance agreement with **DLT Solutions, LLC.** (Herndon, VA), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning February 27, 2019 through February 26, 2020, at a total amount of \$81,124.96;

**E. Interlocal Agreement**

- 7) **Facility Usage Interlocal Agreement (Lease/Rental):** lease/rental facility usage interlocal agreement with **Region One Education Service Center (ESC)**, for Friday, February 15, 2019, at an estimated amount of \$5,390.00.

Recommend Action - The total for all award of proposals, purchases, renewal, and interlocal agreement is \$507,708.99.



**SOUTH TEXAS COLLEGE**  
**1. PURCHASE OF MOTOR VEHICLES**  
**PROJECT NO. 18-19-1029**

VENDOR		Boggus Motor Sales II, LLC.		Caldwell Country Chevrolet		Fiesta Chevrolet, Inc.		Spikes Motor, Co.	
ADDRESS		1400 E Hwy 83		P O Box 27		4216 S Hwy 281		805 E Expressway 83	
CITY/STATE/ZIP		McAllen, TX 78501		Caldwell, TX 77836		Edinburg, TX 78539		Mission, TX 78582	
PHONE		956-686-7411		979-567-6116		956-475-7601		956-585-1601	
FAX				979-567-0853		956-383-9223			
CONTACT		Raul Gonzalez		Averyt Knapp		Orlando V. Aparicio		Michael Ramirez	
#	Qty	Description		Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	4	3/4 Ron Crew Cab Pickup Truck		\$ 29,629.00	\$ 118,516.00	\$ 30,610.00	\$ 122,440.00	\$ -	\$ -
2	1	Delivery Charge for Trucks		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	1	Police Patrol Vehicle		\$ -	\$ -	\$ 31,932.00	\$ 31,932.00	\$ 34,932.58	\$ 34,932.58
4	1	Delivery Charge for Patrol Vehicle		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROPOSAL AMOUNT				\$ 118,516.00		\$ 154,372.00		\$ 34,932.58	
ADJUSTED PROPOSAL AMOUNT						\$ 31,932.00		\$ 106,948.00	
ESTIMATED DELIVERY TIME				No Response		90 - 150 Days		120 Days	
TOTAL EVALUATION POINTS				90.43		92.15		91.02	
RANKING				4		2		3	
								1	

**SOUTH TEXAS COLLEGE**  
**1. PURCHASE OF MOTOR VEHICLES**  
**PROJECT NO. 18-19-1029**  
**EVALUATION SUMMARY**

VENDOR		Boggus Motor Sales II, LLC.			Caldwell Country Chevrolet			Fiesta Chevrolet, Inc.			Spikes Motor, Co.		
ADDRESS		1400 E Hwy 83			P O Box 27			4216 S Hwy 281			805 E Expressway 83		
CITY/STATE/ZIP		McAllen, TX 78501			Caldwell, TX 77836			Edinburg, TX 78539			Mission, TX 78582		
PHONE		956-686-7411			979-567-6116			956-475-7601			956-585-1601		
FAX					979-567-0853			956-383-9223					
CONTACT		Raul Gonzalez			Averyt Knapp			Orlando V. Aparicio			Michael Ramirez		
1	The Respondent's price proposal. (up to 50 points)	45.11	45.11		46.83	46.83		45.7	45.7		50	50	
		45.11			46.83			45.7			50		
		45.11			46.83			45.7			50		
2	The reputation of the vendor's goods or services. (up to 10 points)	9	9		9	9		9	9		9	9	
		9			9			9			9		
		9			9			9			9		
3	The quality of the goods or services. (up to 18 points)	16	16.66		16	16.66		16	16.66		16	16.66	
		17			17			17			17		
		17			17			17			17		
4	The extent to which the vendor's goods or services meet the College's needs. (up to 18 points)	16	16.66		16	16.66		16	16.66		16	16.66	
		17			17			17			17		
		17			17			17			17		
5	The vendor's past relationship with the College. (up to 3 points)	3	3		3	3		3	3		2	2.33	
		3			3			3			2		
		3			3			3			3		
6	The impact on the ability of the College to comply with laws relating to Historically Underutilized Businesses. (up to 1 point)	0	0		0	0		0	0		1	1	
		0			0			0			1		
		0			0			0			1		
TOTAL EVALUATION POINTS		90.43		92.15		91.02		95.65					
RANKING		4		2		3		1					

**SOUTH TEXAS COLLEGE**  
**2. FOOD SERVICE - STARR COUNTY CAMPUS**  
**PROJECT NO. 18-19-1036**

<b>VENDOR</b>		Muy Pizza Tejas, LLC.	Taqueria Hidalgo, LLC.
<b>ADDRESS</b>		17890 Blanco Rd Ste 401	5438 Hwy 83 Ste A
<b>CITY/STATE/ZIP</b>		San Antonio, TX 78232	Rio Grande City, TX 78582
<b>PHONE</b>			956-703-7337
<b>CONTACT</b>			Mario A. Barrera
<b>#</b>	<b>Description</b>	<b>Proposed</b>	<b>Proposed</b>
1	Commission on Sales	No Response	10% on Net Sales
2	Menu Items and Price	Pizza \$7.00 Pasta (Half Portion) \$5.00 Wings 6 count \$7.99 Drinks (4) \$5.00 Salads \$3.50	<b>Breakfast Tacos</b> Corn Tortilla: \$1.00 Flour Tortilla: \$1.25 <b>Tacos (Order of 6) \$7.00</b> Options: Carne Asada, Tripa, Mixtos (Carne & Tripa), Trompo <b>Taco Combo \$8.50</b> 5 Tacos, 1 Charro Beans, 1 Small Potato & 1-12 oz Soft Drink or Lemonade <b>Potatoes:</b> Large Potato \$8.00; Medium Potato \$4.25; Small Potato \$2.00 <b>Charro Beans:</b> Large \$3.00; Medium \$1.00; Small \$5.00 <b>Charro Beans Pirata</b> (Mozzarella Cheese and Carne Asada): Large \$3.00; Medium \$1.50; Small \$1.00 <b>Extras</b> - Grilled Onion \$1.00 - Mexican Drink \$2.00 - Lemonade \$1.00 - Water Bottle \$1.00 - Other (Cheese, Meat, Drink Exchange) \$1.00 Prices do not include taxes Meat grade: Select & Choice
<b>Escalation</b>			
3	2nd Year	No Response	Subject to sales volume and cost of goods sold market prices
4	3rd Year	No Response	Subject to sales volume and cost of goods sold market prices
<b>TOTAL EVALUATION POINTS</b>		52.25	94.75
<b>RANKING</b>		2	1

**SOUTH TEXAS COLLEGE**  
**2. FOOD SERVICE - STARR COUNTY CAMPUS**  
**PROJECT NO. 18-19-1036**  
**EVALUATION SUMMARY**

VENDOR		Muy Pizza Tejas		Taqueria Hidalgo, LLC.	
ADDRESS		17890 Blanco Rd, Ste 401		5438 Hwy 83 Ste A	
CITY/STATE/ZIP		San Antonio, TX 78232		Rio Grande City, TX 78582	
PHONE				956-703-7337	
CONTACT		JE Flores		Mario A. Barrera	
1	The respondent's financial proposal. --The cost of the vendor's products --The commission to be paid to the College (up to 40 points)	30	23.75	39	39.75
		25		40	
		20		40	
		20		40	
2	The respondent's experience and reputation in providing the goods and/or services requested in this RFP. (up to 20 points)	12	10.5	19	19.75
		10		20	
		10		20	
		10		20	
3	The quality and variety of product offered by the respondent. (up to 20 points)	14	15.5	19	18.5
		18		20	
		15		15	
		15		20	
4	The respondent's policy in handling customer service complaint/issues. (up to 19 points)	5	2.5	18	16.75
		5		19	
		0		15	
		0		15	
5	The impact on the ability of the College to comply with the laws relating to Historically Underutilized Businesses. (up to 1 point)	0	0	0	0
		0		0	
		0		0	
		0		0	
TOTAL EVALUATION POINTS		52.25		94.75	
RANKING		2		1	

**SOUTH TEXAS COLLEGE**  
**3. SCIENCE MODELS, EQUIPMENT, AND SUPPLIES**

<b>NAME</b>			VWR International, Inc.	
<b>ADDRESS</b>			100 W Matsonford Rd Bldg 1 Ste 200	
<b>CITY/STATE/ZIP</b>			Radnor, PA	
<b>PHONE</b>			800-932-5000	
<b>FAX</b>			866-329-2897	
<b>CONTACT</b>			Jill Lewis	
<b>#</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
1	1	Science Models, Equipment and Supplies	\$ 56,992.90	\$ 56,992.90
<b>TOTAL AMOUNT</b>			\$ 56,992.90	

# **SOUTH TEXAS COLLEGE**

## **4. LED LAMPS**

<b>NAME</b>			Crawford Electric Supply	
<b>ADDRESS</b>			343 N Weidner Rd	
<b>CITY/STATE/ZIP</b>			San Antonio, TX 78233	
<b>LOCAL ADDRESS</b>			1105 Business Park Dr Mission, TX 78572	
<b>PHONE</b>			956-519-1422	
<b>FAX</b>			956-519-1455	
<b>CONTACT</b>			Alfonso Cerda	
<b>#</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
1	950	Industrial Lance 24-30W LED Universal 35 LED Retro Fit	\$ 102.11	\$ 97,004.50
2	80	RMIS Mission Lance 24-30W LED Universal 35	\$ 207.37	\$ 16,589.60
3	5	RMIS Mission VOL22-30W LED Universal 35	\$ 70.53	\$ 352.65
<b>TOTAL AMOUNT</b>			\$ 113,946.75	

**SOUTH TEXAS COLLEGE**  
**5. SERVERS**

<b>NAME</b>			Dell Marketing, LP.	
<b>ADDRESS</b>			P O Box 676021	
<b>CITY/STATE/ZIP</b>			Dallas, TX 75267	
<b>PHONE</b>			800-456-3355	
<b>CONTACT</b>			Chris Hickman	
<b>#</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
1	2	Dell PowerEdge R740 Server	\$ 13,797.24	\$ 27,594.48
2	4	Dell PowerEdge R740XD Server	\$ 18,285.60	\$ 73,142.40
3	1	Dell PowerEdge R640 Server	\$ 10,637.50	\$ 10,637.50
<b>TOTAL AMOUNT</b>			\$ 111,374.38	

**SOUTH TEXAS COLLEGE**  
**6. SOFTWARE LICENSES AND MAINTENANCE AGREEMENT**

<b>NAME</b>			DLT Solutions, LLC.	
<b>ADDRESS</b>			2411 Dulles Corner Park	
<b>CITY/STATE/ZIP</b>			Herndon, VA 20171	
<b>PHONE</b>			703-708-9151	
<b>FAX</b>			866-556-9269	
<b>CONTACT</b>			Jacqueline Cybulski	
<b>#</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
1	2564	Red Hat Enterprise Linux Academic Site Subscription with Smart Management + Satellite Premium Period: 2/27/19 - 2/26/20	\$ 31.64	\$ 81,124.96
<b>TOTAL AMOUNT</b>			\$ 81,124.96	



**SOUTH TEXAS COLLEGE**  
**7. FACILITY USAGE INTERLOCAL AGREEMENT**

<b>NAME</b>			Region One Education Service Center (ESC)	
<b>ADDRESS</b>			1900 W Schunior St	
<b>CITY/STATE/ZIP</b>			Edinburg, TX 78541	
<b>PHONE</b>			956-984-6000	
<b>CONTACT</b>			Dalia Rodriguez	
<b>#</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
1	1	College-Wide Professional Development for Faculty and Staff - 2/15/19	\$ 5,390.00	\$ 5,390.00
<b>TOTAL AMOUNT</b>			\$ 5,390.00	

### **Review and Recommend Action on Renewal of Delinquent Tax Collection Services for Hidalgo County and Starr County**

Approval to renew the contract with Linebarger Goggan Blair & Sampson, LLP to provide delinquent tax collection services for Hidalgo and Starr counties at a 15 percent fee based on the amount of delinquent tax, penalty, and interest collected for a period from May 1, 2019 through April 30, 2020 will be requested at the January 29, 2019 Board meeting.

Purpose – The delinquent tax collection services contract with Linebarger Goggan Blair & Sampson, LLP expires on April 30, 2019. Approval to renew the contract for a one-year period is needed in order to provide collection services for delinquent property taxes that are owed to the College.

Justification - Property Tax Code Section 6.30 (c) states that the governing body of a taxing unit may contract with any competent attorney to represent the unit to enforce the collection of delinquent taxes. The attorney's compensation is set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent tax, penalty, and interest collected. The Board of Trustees previously approved a 15 percent penalty fee.

Background – The contract for delinquent tax collection services was awarded to Linebarger Goggan Blair & Sampson, LLP at the January 31, 2017 Board meeting for the contract period beginning May 1, 2017 through April 30, 2018 with two (2) one-year renewal options. This is the last renewal of the two (2) one-year renewal options.

Funding Source – The delinquent tax collection services fee of 15 percent is paid to the delinquent tax attorney from the tax collection revenues collected by Hidalgo County and Starr County.

Enclosed Documents - A Summary of Cumulative Delinquent Tax Levy Collections by Fiscal Year and a Summary Total Tax Levy Uncollected follows in the packet for the Committee's information and review.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the January 29, 2019 Board meeting, the renewal of the Delinquent Tax Contracts for Starr County and Hidalgo County at a 15 percent fee based on the amount of delinquent tax, penalty, and interest collected with Linebarger Goggan Blair & Sampson, LLP for one-year period from May 1, 2019 to April 30, 2020 as presented.

**South Texas College**  
**Summary of Cumulative Delinquent Tax Levy Collections by Fiscal Year**  
**Not Including Penalty, Interest, and Other Collections <sup>1</sup>**  
**As of Each Fiscal Year End**

**Hidalgo and Starr County - Combined**

<b>Fiscal Year</b>	<b>Total Cumulative Delinquent Tax Levy (Adjusted)</b>	<b>Delinquent Tax Levy Collected for Current and Prior Years</b>	<b>% Delinquent Tax Levy Collected</b>	<b>Cumulative Delinquent Tax Levy Uncollected at Fiscal Year End</b>	<b>% Delinquent Tax Levy Uncollected</b>
8/31/2002	3,823,338.32	1,087,190.95	28.44%	2,736,147.37	71.56%
8/31/2003	4,282,997.14	1,250,120.56	29.19%	3,032,876.58	70.81%
8/31/2004	6,048,768.52	1,880,577.22	31.09%	4,168,191.30	68.91%
8/31/2005	7,227,802.27	2,302,797.10	31.86%	4,925,005.17	68.14%
8/31/2006	8,102,218.40	2,548,230.04	31.45%	5,553,988.36	68.55%
8/31/2007	8,743,052.44	2,965,049.45	33.91%	5,778,002.99	66.09%
8/31/2008	8,785,837.53	2,594,375.18	29.53%	6,191,462.35	70.47%
8/31/2009	9,373,403.56	2,716,703.89	28.98%	6,656,699.67	71.02%
8/31/2010	10,238,243.49	2,915,022.32	28.47%	7,323,221.17	71.53%
8/31/2011	10,711,114.63	2,734,335.40	25.53%	7,976,779.23	74.47%
8/31/2012	11,073,203.32	2,788,413.96	25.18%	8,284,789.36	74.82%
8/31/2013	10,914,477.70	2,630,960.02	24.11%	8,283,517.68	75.89%
8/31/2014	10,884,605.37	2,566,025.45	23.57%	8,318,579.92	76.43%
8/31/2015	10,800,006.57	2,612,116.17	24.19%	8,187,890.40	75.81%
8/31/2016	11,203,905.43	2,586,659.21	23.09%	8,617,246.22	76.91%
8/31/2017	11,820,122.79	2,793,290.16	23.63%	9,026,832.63	76.37%
8/31/2018	12,412,493.39	3,051,544.15	24.58%	9,360,949.24	75.42%
12/31/2018	13,046,071.91	976,127.02	7.48%	12,069,944.89	92.52%

<sup>1</sup> Not including penalty and interest and other collections such as special inventory, refunds, and redemptions

**South Texas College**  
**Summary of Cumulative Delinquent Tax Levy Collections by Fiscal Year**  
**Not Including Penalty, Interest, and Other Collections<sup>1</sup>**  
**Hidalgo County and Starr County**  
As of Each Fiscal Year End

<b>Hidalgo County</b>					
<b>Fiscal Year</b>	<b>Total Cumulative Delinquent Tax Levy (Adjusted)</b>	<b>Delinquent Tax Levy Collected for Current and Prior Years</b>	<b>% Delinquent Tax Levy Collected</b>	<b>Cumulative Delinquent Tax Levy Uncollected at Fiscal Year End</b>	<b>% Delinquent Tax Levy Uncollected</b>
8/31/2002	3,244,428.26	1,006,249.37	31.01%	2,238,178.89	68.99%
8/31/2003	3,615,648.58	1,166,448.10	32.26%	2,449,200.48	67.74%
8/31/2004	5,091,331.97	1,751,912.15	34.41%	3,339,419.82	65.59%
8/31/2005	5,978,239.23	2,085,693.50	34.89%	3,892,545.73	65.11%
8/31/2006	6,746,745.98	2,358,746.57	34.96%	4,387,999.41	65.04%
8/31/2007	7,224,499.45	2,769,522.98	38.34%	4,454,976.47	61.66%
8/31/2008	7,129,924.85	2,420,602.01	33.95%	4,709,322.84	66.05%
8/31/2009	7,556,574.12	2,498,540.41	33.06%	5,058,033.71	66.94%
8/31/2010	8,258,756.74	2,729,121.63	33.05%	5,529,635.11	66.95%
8/31/2011	8,530,967.53	2,523,445.77	29.58%	6,007,521.76	70.42%
8/31/2012	8,752,982.60	2,582,406.29	29.50%	6,170,576.31	70.50%
8/31/2013	8,447,972.68	2,451,424.36	29.02%	5,996,548.32	70.98%
8/31/2014	8,177,151.97	2,332,595.47	28.53%	5,844,556.50	71.47%
8/31/2015	7,962,716.58	2,398,069.32	30.12%	5,564,647.26	69.88%
8/31/2016	8,126,450.21	2,363,719.49	29.09%	5,762,730.72	70.91%
8/31/2017	8,425,936.98	2,438,224.01	28.94%	5,987,712.97	71.06%
8/31/2018	8,862,522.79	2,687,463.75	30.32%	6,175,059.04	69.68%
12/31/2018	9,213,310.69	889,345.08	9.65%	8,323,965.61	90.35%

<b>Starr County</b>					
<b>Fiscal Year</b>	<b>Total Cumulative Delinquent Tax Levy (Adjusted)</b>	<b>Delinquent Tax Levy Collected for Current and Prior Years</b>	<b>% Delinquent Tax Levy Collected</b>	<b>Cumulative Delinquent Tax Levy Uncollected at Fiscal Year End</b>	<b>% Delinquent Tax Levy Uncollected</b>
8/31/2002	578,910.06	80,941.58	13.98%	497,968.48	86.02%
8/31/2003	667,348.56	83,672.46	12.54%	583,676.10	87.46%
8/31/2004	957,436.55	128,665.07	13.44%	828,771.48	86.56%
8/31/2005	1,249,563.04	217,103.60	17.37%	1,032,459.44	82.63%
8/31/2006	1,355,472.42	189,483.47	13.98%	1,165,988.95	86.02%
8/31/2007	1,518,552.99	195,526.47	12.88%	1,323,026.52	87.12%
8/31/2008	1,655,912.68	173,773.17	10.49%	1,482,139.51	89.51%
8/31/2009	1,816,829.44	218,163.48	12.01%	1,598,665.96	87.99%
8/31/2010	1,979,486.75	185,900.69	9.39%	1,793,586.06	90.61%
8/31/2011	2,180,147.10	210,889.63	9.67%	1,969,257.47	90.33%
8/31/2012	2,320,220.72	206,007.67	8.88%	2,114,213.05	91.12%
8/31/2013	2,466,505.02	179,535.66	7.28%	2,286,969.36	92.72%
8/31/2014	2,707,453.40	233,429.98	8.62%	2,474,023.42	91.38%
8/31/2015	2,837,289.99	214,046.85	7.54%	2,623,243.14	92.46%
8/31/2016	3,077,455.22	222,939.72	7.24%	2,854,515.50	92.76%
8/31/2017	3,394,185.81	355,066.15	10.46%	3,039,119.66	89.54%
8/31/2018	3,549,970.60	364,080.40	10.26%	3,185,890.20	89.74%
12/31/2018	3,832,761.22	86,781.94	2.26%	3,745,979.28	97.74%

<sup>1</sup> Not including penalty and interest and other collections such as special inventory, refunds, and redemptions

**South Texas College**  
**Summary of Total Tax Levy Uncollected**  
**Including Penalty, Interest, and Other Collections By Tax Year for Hidalgo County and Starr County**  
As of December 31, 2018

Tax Year	Adjusted Tax Levy	Tax Levy Collections Without Penalty and Interest	Tax Levy Uncollected	Percentage of Uncollected Levy	Penalty, Interest, and Other Collections	Tax Levy Collected Including Penalty, Interest, and Other Collections	% Collected Including Penalty, Interest, and Other Collections
1996	10,211,719.00	10,156,818.98	(54,900.02)	-0.54%	616,049.92	10,772,868.90	105.50%
1997	10,589,685.50	10,529,689.38	(59,996.12)	-0.57%	643,471.24	11,173,160.62	105.51%
1998	10,950,573.04	10,882,645.88	(67,927.16)	-0.62%	723,398.48	11,606,044.36	105.99%
1999	11,622,714.45	11,545,380.63	(77,333.82)	-0.67%	423,890.41	11,969,271.04	102.98%
2000	12,509,126.00	12,419,280.33	(89,845.67)	-0.72%	885,036.91	13,304,317.24	106.36%
2001	13,860,775.00	13,764,572.38	(96,202.62)	-0.69%	805,477.35	14,570,049.73	105.12%
2002	29,274,824.67	29,053,739.19	(221,085.48)	-0.76%	1,495,975.36	30,549,714.55	104.35%
2003	30,520,400.00	30,287,603.93	(232,796.07)	-0.76%	1,468,301.57	31,755,905.50	104.05%
2004	32,861,157.00	32,600,525.82	(260,631.18)	-0.79%	1,717,830.15	34,318,355.97	104.43%
2005	34,363,287.76	34,056,123.86	(307,163.90)	-0.89%	1,615,392.22	35,671,516.08	103.81%
2006	36,828,738.00	36,517,285.71	(311,452.29)	-0.85%	1,765,367.73	38,282,653.44	103.95%
2007	41,521,332.00	41,168,756.07	(352,575.93)	-0.85%	2,471,820.07	43,640,576.14	105.10%
2008	44,623,530.00	44,227,718.98	(395,811.02)	-0.89%	2,723,064.81	46,950,783.79	105.22%
2009	45,094,329.00	44,633,464.75	(460,864.25)	-1.02%	1,757,071.45	46,390,536.20	102.87%
2010	44,745,008.97	44,258,693.78	(486,315.19)	-1.09%	1,280,873.49	45,539,567.27	101.78%
2011	44,100,416.84	43,482,339.51	(618,077.33)	-1.40%	1,118,804.23	44,601,143.74	101.14%
2012	44,241,530.71	43,626,662.15	(614,868.56)	-1.39%	1,059,592.68	44,686,254.83	101.01%
2013	45,210,276.73	44,369,032.95	(841,243.78)	-1.86%	1,123,462.70	45,492,495.65	100.62%
2014	56,869,723.45	55,766,711.05	(1,103,012.40)	-1.94%	1,969,053.65	57,735,764.70	101.52%
2015	60,554,935.24	59,126,918.73	(1,428,016.51)	-2.36%	1,459,930.97	60,586,849.70	100.05%
2016	63,075,962.69	61,305,484.47	(1,770,478.22)	-2.81%	1,045,582.97	62,351,067.44	98.85%
2017	66,439,235.98	64,219,888.61	(2,219,347.37)	-3.34%	1,447,308.39	65,667,197.00	98.84%
Delinquent Subtotal	790,069,282.03	777,999,337.14	(12,069,944.89)	-1.53%	\$ 29,616,756.75	\$ 807,616,093.90	102.22%
2018*	67,294,779.57	27,770,309.55	(39,524,470.02)	-58.73%	313,596.90	28,083,906.45	41.73%
<b>Total</b>	<b>\$ 857,364,061.60</b>	<b>\$ 805,769,646.69</b>	<b>\$ (51,594,414.91)</b>	<b>-6.02%</b>	<b>\$ 29,930,353.65</b>	<b>\$ 835,700,000.35</b>	<b>97.47%</b>

\* The Tax Levy Uncollected for Levy 2018 will become delinquent 7/1/2019-unaudited

**Review and Recommend Action on Resolution to Impose a 15% Penalty for Collection of Delinquent Taxes as Authorized Under Section 33.07 of the Texas Property Tax Code for Delinquent Tax Attorney Fees and Expenses**

Approval of the Resolution imposing a 15 percent penalty for collection of delinquent taxes as authorized under Section 33.07 of the Texas Property Tax Code for attorney fees and expenses will be requested at the January 29, 2019 Board meeting.

Purpose – A resolution authorizing the College to levy an additional penalty of 15 percent to the delinquent 2018 district taxes is needed in order to recover the cost of attorney fees and expenses for the collection of delinquent taxes, penalty, and interest due on 2018 taxes which will remain delinquent on July 1, 2019.

Justification – Board action will be necessary on the Resolution previously prepared by legal counsel to approve the 15 percent additional penalty for the payment of attorney fees and expenses for the collection cost of delinquent taxes for Hidalgo County and Starr County collection services.

According to Section 6.30 (c), Attorneys Representing Taxing Units, of the Texas Property Tax Code, the total amount of the contracted attorney's compensation may not exceed 20 percent of the amount of delinquent tax, penalty, and interest collected.

Background – The Resolution imposing a 15 percent penalty for the collection of tax year 2017 delinquent taxes, the College's prior levy tax year, was approved by the Board on January 30, 2018.

Enclosed Documents – The Resolution to be completed with the delinquent tax attorney firm awarded follows in the packet for your review and information.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the January 29, 2019 Board meeting, the Resolution imposing a 15% penalty for collection of delinquent taxes as authorized under Section 33.07 of the Texas Property Tax Code for Board approval as presented.

## **RESOLUTION**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF SOUTH TEXAS COLLEGE LEVYING AN ADDITIONAL PENALTY OF 15% TO THE DELINQUENT 2018 DISTRICT TAXES PURSUANT TO SECTION 33.07 OF THE STATE OF TEXAS PROPERTY TAX CODE.**

**STATE OF TEXAS** §

**COUNTY OF STARR** §

**AND HIDALGO** §

**SOUTH TEXAS COLLEGE** §  
**DISTRICT**

WHEREAS, South Texas College (the “College”) has an amount of uncollected delinquent taxes due and owing the College for the tax year 2018; and

WHEREAS, pursuant to Section 33.07 of the Texas Property Code, the Board of Trustees is authorized to levy an additional penalty to recover the cost of collection of the amount of taxes, penalty, and interest due on 2018 taxes which remain delinquent on July 1, 2019; and,

WHEREAS, the College has contracted Linebarger Goggan Blair & Sampson, LLP for delinquent tax collection in Hidalgo County and Starr County; and

WHEREAS, both contracts provide for compensation, pursuant to Section 6.30 of the Texas Property Tax Code, at a rate of fifteen (15%) percent of collections.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SOUTH TEXAS COLLEGE, THAT;

1. Pursuant to Section 33.07 of the Texas Property Tax Code, there is hereby levied on all 2018 delinquent taxes, the penalty of fifteen (15%) percent on the amount of taxes, penalty and interest due as of July 1, 2019, and thereafter for taxes levied for the tax year 2018. Such penalty is for the purpose of defraying costs of collection under the contract with the attorneys representing the College pursuant to the authority of Section 6.30 of the Texas Property Tax Code.

2. The Tax Assessor-Collector for the College are hereby ordered and authorized to deliver a Notice of Delinquency and Notice of Additional Penalty to the property owners who have outstanding delinquent taxes for the tax year 2018 at least thirty (30) and not more than sixty (60) days before July 1, 2019.
3. A tax lien shall be attached to the property on which the 2018 tax is imposed to secure payment of the penalty herein adopted and levied.

CONSIDERED, PASSED, APPROVED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2019 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 Action as Necessary on External Auditor Services**

Approval to renew the contract with Carr, Riggs & Ingram, LLC. (McAllen, TX) for the external auditor services for the fiscal year ending August 31, 2019 will be requested at the January 29, 2019 Board meeting.

Purpose – The external auditor services contract renewal is requested to perform the College's annual financial audit and issue an opinion on the financial statements prepared by the College Business Office staff. The audited Comprehensive Annual Financial Report (CAFR) must be submitted annually to the Texas Higher Education Coordinating Board by December 31st.

Justification – The Vice President for Finance and Administrative Services and the Comptroller are requesting the contract renewal for external auditors to start the interim audit work related to the financial audit prior to fiscal year end.

Background - The Board awarded the contract for the external auditor services at the April 24, 2017 Board of Trustees meeting for one year with four one-year annual renewals. The second renewal period will be for the fiscal year ending August 31, 2019 for the audit of Fiscal Year 2018 - 2019.

Award	Board Meeting Date	Original Term	Renewal Term	Audit Period
Original	4/24/17	4/25/17- 12/31/17	4 – one year options	9/01/16 – 8/31/17
1 <sup>st</sup> Renewal	2/27/18		1/1/18 – 12/31/18	9/01/17 – 8/31/18
2 <sup>nd</sup> Renewal	1/29/2019		1/1/19 – 12/31/19	9/1/18 – 8/31/19

The total amount paid in FY 2017 and FY 2018, was \$108,000 and \$132,000, respectively.

Dr. Shirley A. Reed, President, and Mary Elizondo, Vice President for Finance and Administrative Services, will attend the Board meeting to address any questions by the Trustees.

Funding Source - Expenditures are budgeted in the Audit Services budget for FY 2018 - 2019 budget and FY 2019 - 2020 pending Board approval of the budget.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the January 29, 2019 Board meeting to take action as necessary regarding the contract with Carr, Riggs, & Ingram, LLC. for the external auditor services at a cost of approximately \$140,000.00 for the fiscal year ending August 31, 2019 as presented.

### **Review and Update on Title IX Compliance**

Mary Elizondo, Vice President for Finance and Administrative Services, will present an update on the College's compliance with Title IX. The presentation will provide an overview of legislation, the College's new Title IX initiatives and resources, and case statistics for FY 2017 - 2018.

The U.S. Department of Education, through its Office of Civil Rights, enforces Title IX to ensure that institutions that receive federal financial assistance from the U.S. Department of Education comply with the law.

Title IX of the Education Amendments of 1972 states that "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."

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.

The items below follow in the packet for the Committee's information and review:

1. Title IX Compliance Powerpoint Presentation
2. Title IX Resource Guide
3. Pregnancy and Parenting Services Resource Guide

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



# Overview of Title IX Compliance

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January 15, 2019  
Presented By Mary G. Elizondo  
Vice President For Finance And Administrative Services and Title IX Coordinator

## Healthy and Safe Environment

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



# 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's Office of Civil Rights (OCR) has been the guardian of civil rights in educational institutions nationwide.

## Title IX 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."*



# Department of Education New Proposed Changes

- On November 16, 2018, Department of Education issued new proposed Title IX rules.
- A 60 day comment period is available
- According to the Department of Education, the new rules would provide:
  - Clarity for Schools
  - Support for Survivors
  - Due Process Rights for all



## Department of Education New Proposed Changes – cont.

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### Key provisions

- The proposed rule would require schools to respond meaningfully to every known report of sexual harassment and to investigate every formal complaint.
- The proposed rule highlights the importance of supportive measures designed to preserve or restore a student's access to the school's education program or activity, with or without a formal complaint. Supportive measures may include the following:
  - Academic course adjustments
  - Counseling
  - No-contact orders
  - Dorm room reassignments
  - Leaves of absence
  - Class schedule changes



## Department of Education New Proposed Changes – cont.

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### Key provisions – cont.

- Where there has been a finding of responsibility, the proposed rule would require remedies for the survivor to restore or preserve access to the school's education program or activity.
- The proposed rule would require schools to apply basic due process protections for students, including a presumption of innocence throughout the grievance process; written notice of allegations and an equal opportunity to review all evidence collected; and the right to cross-examination, subject to "rape shield" protections.
- Colleges and universities would be required to hold a live hearing where cross-examination would be conducted through the parties' advisors. Personal confrontation between the complainant and respondent would not be permitted.



# Department of Education New Proposed Changes – cont.

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## Key provisions – cont.

- To promote impartial decisions, schools would not be allowed to use a "single investigator" or "investigator-only" model.
- Under the proposed rule, if a school chooses to offer an appeal, both parties can appeal.
- Consistent with U.S. Supreme Court Title IX cases, the proposed rule defines sexual harassment as unwelcome conduct on the basis of sex that is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity.
- The proposed rule adopts the Clery Act definition of sexual assault and includes it in the definition of sexual harassment under Title IX.



# State Mandates

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- House Bill 699 of the 84th Legislature (2015)
  - Requiring public institutions of higher education to establish a policy on campus sexual assault.
- Senate Bill 968 of the 85th Legislature (2017)
  - The bill requires each institution by January 1, 2018, to provide students and employees the option to electronically report an allegation of sexual harassment or assault, dating violence, or stalking committed against, or witnessed by, the person on- or off-campus. The option must allow for anonymous reporting and must be accessible through an easily identifiable link on the institution's website home page.



# File A Report

South Texas College homepage

Course Search

Type	Term	Course Title or Course Code	Go
All Courses	Spring 2019	Biology or BIOL 1408	

Degree Programs	Academic Resources	Dual Credit	Quick Links
Academic Opportunities	Academic Calendar	Dual Credit Information	Parking & Campus Safety
Bachelor Degrees	Catalogs	Dual Credit Programs	JagExpress
Business & Technology	Advising		Schedule Campus Tour
Liberal Arts, Social Sciences & Humanities	Degree Plans	Continuing & Workforce Training	Technical Support
Math & Science	Course & Instructor Information	Continuing Education	Bookstore
Nursing & Allied Health	Tutoring	Corporate Training	Tuition & Fees
Online Programs	Library & Computer Labs	Industrial Training	Graduation
	Veterans / Military		<b>File A Report</b>



# File A Report – cont.

South Texas College Title IX webpage

## Title IX

### Title IX Statement

Title IX of the Education Amendments 1972 (20 U.S.C. §1681 et seq.) and its 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."

Report Allegations of Misconduct or Other Inappropriate Behavior

**File A Report**



## File A Report – cont.

### File A Report

<b>Complaints Against Students</b> Report a Complaint involving a STUDENTS of South Texas College, this includes behaviors that occur both on and off campus. <a href="#">Launch Form</a>	<b>Complaints Against Employee(s), Vendor(s), Visitor(s)</b> Submit a complaint involving EMPLOYEE(S), Vendor(s) and/or Visitor(s) regarding an behavior of concern or misconduct including but not limited to, alleged discrimination, harassment, sexual misconduct, standards of conduct, or retaliation. <a href="#">Launch Form</a>
<b>Non-Complaint Incident Report Against Student(s)</b> Report any behaviors of concern involving STUDENTS of South Texas College, this includes behaviors that occur both on and off campus. <a href="#">Launch Form</a>	<b>Non-Complaint Incident Report Against Employee(s), Vendor(s), and/or Visitor(s)</b> Report information related to an alleged or witnessed incident(s) of concern or misconduct involving EMPLOYEE(S), Vendor(s) and/or Visitors. <a href="#">Launch Form</a>



## Title IX Components

- Gender Based Discrimination
- Gender Based Sexual Harassment
- Intimate Partner (Dating/Domestic) Violence
- Pregnancy and Parenting
- Sexual Harassment
- Sexual Misconduct
- Sexual Violence
- Stalking
- Retaliation





## Title IX Student & Employee Resources

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- Title IX Website
- South Texas College Policy 4216: Discrimination, Harassment, and Sexual Misconduct
- Title IX Resource Guide
- Title IX Complaint Procedures
- Title IX Pregnancy & Parenting Services Resource Guide
- Title IX Complaint Flowchart
- File A Report
- Trainings



## College Title IX Trainings

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- New Employee Orientation, every week
- New Faculty Orientation, once a semester
- New Student Orientation, every semester
- External speakers, The NCHERM Group, LLC, once or twice a year
- April, Sexual Assault Awareness Month
- Scheduled trainings for employees, semester basis
- Request a Title IX Training option for departments



# Title IX College Requirements

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- College must designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX and the implementing regulations.
  - Primary responsibility is to coordinate compliance with Title IX
  - Prevention and remediation of Title IX violations
  - Assurance of compliance with requirement to stop, prevent, and remedy
  - Contact for governmental inquiries
  - Point person for campus complaints



## Title IX College Requirements – Cont.

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- Oversight and coordination of prompt and equitable policy and grievance procedures (student, faculty, and staff)
- Compliance auditor
- Training oversight: Faculty, staff, students, deputy coordinators, and investigators
- 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 recipient's senior leadership.



# Title IX Coordinator & Title IX Deputy Coordinators

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## Title IX Coordinator

- **Mary G. Elizondo**, *Vice President for Finance and Administration Services*

## Title IX Deputy Coordinator(s)

- **Brenda J. Balderaz**, *Director of Human Resources*
- **Janette Garcia**, *Institutional Equity Manager*
- **Santa E. Peña**, *Director of Counseling*
- **Paul B. Varville**, *Chief Administrator for Department Public Safety and Regional Center for Public Safety*



# Our NCHERM/ATIXA Partner

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- College partners with The National Center for Higher Education Risk Management (NCHERM) Group, LLC and Association of Title IX Administrators (ATIXA)
- Nationally recognized, resource consultancy on Title IX and related laws
- Trained and certified Title IX Coordinators, Deputies, Advanced Investigators, and others
- Primary partner liaison is Sandra Schuster, Attorney-At-Law



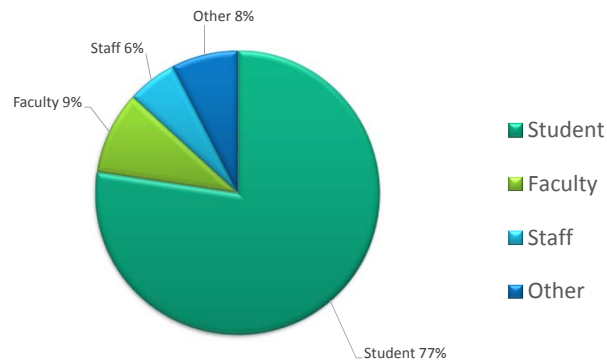
## FY 2017-2018 Title IX Complaint Type Report

Gender Based Discrimination	1
Gender Based Discrimination/Gender Based Harassment	1
Gender Based Harassment	0
Intimate Partner Violence (Domestic/Dating)	3
Pregnancy and Parenting	29
Sexual Harassment	1
Sexual Misconduct	11
Sexual Misconduct/Intimate Partner Violence (Domestic/Dating)	1
Sexual Assault	3
Sexual Violence	0
Stalking	2
Sexual Assault/Stalking	1
<b>Totals</b>	<b>53</b>



## FY 2017-2018 Reported by Report

Student	41
Faculty	5
Staff	3
Other	4
<b>Totals</b>	<b>53</b>



# New Title IX Resources

- Title IX Resource Guide
- Title IX Pregnancy and Parenting Services Resource Guide
- Title IX Logo
- Title IX Banners
- Title IX website upgrade
- Title IX Climate Survey
- Title IX Risk assessment
- Mother rooms procedures
- Title IX internal procedures
- Title IX Charter/Bylaw document
- MOU and handbook(s) standardized language



Thank You!



# Resource Guide



## Sexual Misconduct:

- Sexual Assault
- Sexual Harassment
- Sexual Violence
- Intimate Partner (Dating/ Domestic) Violence
- Sex or Gender Harassment
- Sex or Gender Discrimination
- Stalking

### Title IX of Education Amendments 1972:

"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."

## If Someone Tells You They Have Experienced Sexual Misconduct

*Sexual misconduct is a violation of Title IX.*

### WHAT TO DO:

1. The person's health and safety should be the primary concern. If these are at risk, call Campus Police at (956) 872-4444 or 911.
2. If someone tells you that they have experienced such offense, offer support, listen, and encourage them to seek help as soon as possible.
3. Follow the "What To Say" section on the back of this card.
4. Tear this card at the perforation. Keep this half for your information and provide the other half to the person who has experienced the sexual misconduct.

### REPORTING OPTIONS:

- Contact Title IX Coordinator or a Title IX Deputy Coordinator
- File a Report  
[www.southtexascollege.edu/go/title-ix](http://www.southtexascollege.edu/go/title-ix)
- Contact Office of Human Resources at (956) 872-5057, (956) 872-3637, or (956) 872-3805.
- Contact Campus Police at (956) 872-4444 or 911.



**SOUTH TEXAS COLLEGE**

## If You Have Experienced Sexual Misconduct *Sexual misconduct is a violation of Title IX.*

**Sexual Misconduct is Sexual Assault, Sexual Harassment, Sexual Violence, Intimate Partner (Dating/Domestic) Violence, Sex or Gender Based Harassment, Sex or Gender Discrimination, and Stalking.**

### WHAT TO DO:

If you have experienced an incident of sexual misconduct, you are strongly encouraged to:

### CONTACT:

- Campus Police at (956) 872-4444 or 911.
- Title IX Coordinator or a Title IX Deputy Coordinator

### SEEK SUPPORT:

- Counseling Department at (956) 872-2173
- Student Rights and Responsibilities at (956) 872-2180
- Campus Police at (956) 872-4444 or 911.

### FILE A REPORT:

- [www.southtexascollege.edu/go/title-ix](http://www.southtexascollege.edu/go/title-ix)

### AFTER HOURS:

- Campus Police at (956) 872-4444 or 911.

### OFF CAMPUS ASSISTANCE:

- Mujeres Unidas/Women Together at (956) 687-4715/(956) 854-4369
- Family Crisis Center, Inc. at (956) 423-9305
- Friendship of Women, Inc. at (956) 544-7412.

### WHAT TO KNOW:

- You have the right to choose what resources you use, with whom you speak, what you will say, and when you will say it.
- There are many resources to help you on campus and in the community.
- It is your choice whether to name the other person(s).
- You have the right to speak to a confidential resource(s).
- Our College considers sexual misconduct to be a serious violation to the person and the community.
- Our College acts promptly and appropriately to prevent and stop any acts of retaliation.

*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, national origin, religion, age, sex, sexual orientation, gender, gender identity, 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.*

**You do not have to choose a course of action immediately, but it is important to preserve evidence in case you choose to make a complaint or pursue charges. Possible evidence might be clothing, bedding, letters, photos, emails, text messages, etc.**



## If You Have Experienced Sexual Misconduct

### REPORTING OPTIONS:

#### ➡ Title IX Coordinator

- *Mary G. Elizondo*  
*Vice President for Finance and Administrative Services*  
(956) 872-3558

#### ➡ Title IX Deputy Coordinators

- *Brenda J. Balderaz*  
*Director of Human Resources*  
(956) 872-5057
- *Janette Garcia*  
*Institutional Equity Manager*  
(956) 872-2307
- *Santa E. Pena*  
*Director of Counseling*  
(956) 872-2140
- *Paul B. Varville*  
*Chief Administrator of the Department of Public Safety and Regional Center for Public Safety Excellence*  
(956) 872-2330

#### ➡ File a Report

File a Report through the portal at  
[www.southtexascollege.edu/go/title-ix](http://www.southtexascollege.edu/go/title-ix)

#### ➡ Office of Human Resources (HR)

Contact HR at (956) 872-5057; (956) 872-3637 or (956) 872-3805

#### ➡ Campus Police

Contact Campus Police at (956) 872-4444 or 911

## Resource Guide

### SAFETY AND MEDICAL RESOURCES:

**Campus Police**  
(956) 872-4444

**Local Police**  
911

#### Medical Assistance

If you have been sexually assaulted, the Campus Police will provide transportation to a hospital to be treated by a Sexual Assault Nurse Examiner (SANE).

### CONFIDENTIAL RESOURCES:

**South Texas College Counseling and Student**

**Disability Services Department**  
(956) 872-2173

**Mujeres Unidas/Women Together**

(956) 687-4715/(956) 854-4369

**Family Crisis Center, Inc.**

(956) 423-9305

**Friendship of Women, Inc.**

(956) 544-7412

#### TITLE IX WEBSITE:

For more information, visit the Title IX website at:  
[www.southtexascollege.edu/go/title-ix](http://www.southtexascollege.edu/go/title-ix)

#### COLLEGE POLICY:

Policy 4216: Harassment, Discrimination, and Sexual Misconduct

<https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf>



## If Someone Tells You They Have Experienced Sexual Misconduct

### WHO NEEDS TO REPORT?

All College Faculty and Staff employees, other than Licensed Professional Counselors, are **REQUIRED** to report sexual misconduct to the Title IX Coordinator or the Title IX Deputy Coordinators.

This responsibility should be communicated to the person reporting the sexual misconduct.

If you have any questions and/or concerns, contact the Title IX Coordinator at (956) 872-3558.

### WHY DO I NEED TO REPORT?

- To stop the problem from reoccurring
- To ensure access to resources
- To identify and address any trends
- To keep our community safe

#### TITLE IX WEBSITE:

For more information, visit the Title IX website at:  
[www.southtexascollege.edu/go/title-ix](http://www.southtexascollege.edu/go/title-ix)

### REPORTING OPTIONS:

#### ➡ Title IX Coordinator

- *Mary Elizondo* (956) 872-3558

#### ➡ Title IX Deputy Coordinators

- *Brenda Balderaz* (956) 872-5057
- *Janette Garcia* (956) 872-2307
- *Santa E. Pena* (956) 872-2140
- *Paul Varville* (956) 872-2330

*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, national origin, religion, age, sex, sexual orientation, gender, gender identity, 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.*

### WHAT TO SAY:

- There are many resources available to help you, both at the College and in the community. Some resources are strictly confidential.
- I am required to connect you to the Title IX Coordinator or to a Title IX Deputy Coordinator who will meet with you to help you take care of your own personal safety and your physical and emotional well-being, direct you to resources, and explain your options if you want the College to take action.
- The Title IX Coordinator or the Title IX Deputy Coordinator will keep your information private and will only share it with those who "need to know". You have the right to choose to whom you will speak, what resources you will use, what you will say, and when you will say it.
- The College is obligated to provide you support services and some are confidential.

### COLLEGE POLICY:

Policy 4216 Harassment, Discrimination, and Sexual Misconduct  
<https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf>

**Retaliation against any member of the South Texas College community who reports an incident of sexual misconduct is strictly prohibited. South Texas College acts promptly and appropriately to prevent and stop any acts of retaliation.**





follow the same process seeking accommodations at South Texas College.

#### **How will Title IX Pregnant and Parenting Services affect the student's federal funding?**

If a student is receiving federal funding, the student is encouraged to meet with the Office of Student Financial Services to discuss how a change in registration could potentially affect their current and further financial aid eligibility.

#### ***Complaint Procedure(s):***

If you feel discriminated against because you are pregnant or parenting, you may file a complaint:

#### **Informal Complaint Procedure at South Texas College**

Students are encouraged to meet with their assigned Counselor who provided the accommodations memo and voice their concerns with the accommodations and they have been provided. If the student is not satisfied with the result, they may file a formal complaint.

#### **Formal Complaint Procedure at South Texas College**

A formal complaint may be filed with South Texas College:

[www.southtexascollege.edu/eyewitness](http://www.southtexascollege.edu/eyewitness).

The Office of Student Rights and Responsibility located at the Pecan Campus, Student Services Bldg. K Rm 2.1106, Phone: 956-872-2180, email: [crc@southtexascollege.edu](mailto:crc@southtexascollege.edu) or Title IX Coordinator and/or Title IX Deputy Coordinator(s):

<u>Title IX Coordinator</u>	
Mary G. Elizondo	(956) 872-3558
<u>Title IX Deputy Coordinators</u>	
Brenda J. Balderaz	(956) 872-5057
Janette Garcia	(956) 872-2307
Santa E. Pena	(956) 872-2140
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For Title IX information, visit the Title IX website at: [www.southtexascollege.edu/go/title-ix](http://www.southtexascollege.edu/go/title-ix).

#### **Formal Complaint Procedure Outside South Texas College**

A student may file a formal complaint to the Office for Civil Rights – Dallas Office – U.S. Department of Education; 1999 Bryan Street, Suite 1620, Dallas, Texas 75201-6810; Telephone (214) 661-9600; Fax (214) 661-9587; TDD (800) 877-8339; Email: [OCR.Dallas@ed.gov](mailto:OCR.Dallas@ed.gov)

#### ***Resource(s):***

U.S. Department of Education, Know Your Rights <https://www2.ed.gov/about/offices/list/ocr/docs/dcl-know-rights-201306-title-ix.html>

U.S. Department of Education, Dear Colleague Letter June 25, 2013

<https://www2.ed.gov/about/offices/list/ocr/letters/colleague-201306-title-ix.html>

National Women's Law Center, Education and Title IX <https://nwlcc.org/issue/education-title-ix/>

The Pregnant Scholar

<http://www.thepregnantscholar.org/>

TitleIX.com, The Internet's Primary Clearinghouse for All Things Title IX

<https://www.titleix.com/>



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## **OFFICE OF COUNSELING AND STUDENT DISABILITY SERVICES**

### **Pregnant and Parenting Services**

***Resource Guide for Faculty, Staff, and Students***

Pecan Campus: (956) 872-2173  
Mid-Valley Campus: (956) 447-1229  
Starr County Campus: (956) 488-5864  
Technology Campus: (956) 872-6125  
Nursing & Allied Health Campus: (956) 872-3077

Email: [counseling@southtexascollege.edu](mailto:counseling@southtexascollege.edu)

Website: <https://studentservices.southtexascollege.edu/counseling>

South Texas College is committed to creating and maintaining an inclusive and accessible learning environment for all students.

Title IX of the Education Amendments of 1972, a Federal Civil Rights Law, prohibits discrimination based on sex in education programs or activities. Title IX protects students in all of the academic, educational, extracurricular, athletic, and other programs or activities of schools. This includes discrimination against pregnant and parenting students.

#### ***Pregnant and Parenting Students Protections under Title IX:***

##### **Protection from Harassment and Discrimination**

Students are protected from harassment based on sex, gender, gender identity, gender expression, pregnancy or parental status. Harassing conduct can take many forms, including verbal acts and name-calling, graphic and written statements, and other conduct that may be humiliating or physically threatening or harmful.

Specifically, Title IX prohibits discrimination against a student based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery from any of these conditions.

##### **Right to Participate**

Students must be allowed to participate in classes, school clubs, sports, honor societies, student leadership opportunities and other activities and not require students to submit a doctor's note unless the school requires a doctor's note from all students who have a physical or emotional condition requiring treatment by a doctor.

##### **Reasonable Accommodation(s)**

Title IX requires schools to provide reasonable accommodations similar to those offered to students with temporary conditions.

##### **Absence(s):**

##### **Pregnancy-Related Absences**

Schools are required to excuse absences for students who are pregnant and parenting for as long as their doctor deems the absences to be medically necessary. The length of absence may vary depending on the high-risk pregnancy or childbirth, this includes but not limited to medical appointments. Under Title IX, Pregnancy and Parenting students cannot be penalized for the leave taken. The student will be placed in the same academic and extracurricular status they held before taking the leave.

##### **Make-Up Work for Pregnancy Related Absences**

Schools are required to provide the student with the appropriate assignments and information to make up all of the work a student would have been required to complete for that semester. A school may offer the student alternatives to making up missed work, such as retaking a semester, taking part in an online course or allowing the student additional time in a program to continue at the same pace and finish at a later date, especially for longer periods of leave. Students must be provided with a "reasonable amount of time" to make up any work missed and be allowed to choose how to make up the work.

##### **Frequently Asked Questions:**

##### **How do Students Exercise their Pregnant and Parenting Rights, under Title IX at South Texas College?**

STC students seeking accommodations due to their pregnancy or parenting status are encouraged to contact the Counseling and Student Disability Service Office at the campus they are attending.

Students are responsible for providing appropriate medical documentation identifying reasonable restrictions/accommodations due to their pregnancy or childbirth.

A Counselor will provide the student with an accommodation memo and the student will present the memo to their Faculty for their review and acknowledgement.

Students are required to return the accommodation memo to the Counseling and Student Disability Service Office.

If the student does not have any restrictions due to their pregnancy, a Counselor will contact the student's instructors and make them aware that the student is protected under Title IX and does not have any current restrictions.

##### **Does a student need a referral to be counseled regarding Title IX Pregnant and Parenting Services?**

No. A student can be counseled without a referral on a walk-in basis.

##### **Are the rights of the student under Title IX retroactive?**

A student may qualify for retroactive Pregnant and Parenting Services under Title IX. Each case will be assessed on their individual merits and on a case-by-case basis.

##### **Can a faculty lower a Pregnant and Parenting student's grade because of classes missed?**

No. Our College requires for our faculty to provide the student the opportunity to earn back the credit from classes a student missed due to Pregnancy or Parenting.

##### **Can a faculty request a doctor's note for absence(s)?**

Yes. A faculty may require a doctor's note from students protected under Title IX, only if they require students with other medical conditions to submit a doctor's note for absences. A doctor's note does not have to reveal any personal medical information. A student's privacy is respected and confidential at our College

##### **Does Title IX Pregnant and Parenting apply to men?**

Yes. Any rules concerning parental, family, or marital status may not apply differently based on sex. Male students requesting accommodations due to the pregnancy or birth of their child are encouraged to