

**South Texas College
Board of Trustees
Finance, Audit, and Human Resources Committee
Ann Richards Administration Building Board Room
Pecan Campus, McAllen, Texas
Tuesday, May 13, 2025 @ 5:00 p.m.**

Agenda

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

- I. Approval of April 8, 2025 Finance, Audit, and Human Resources Committee Minutes..... 1-18

- II. Review and Action as Necessary on Award of Proposals, Purchases, Renewals, and Interlocal Agreement..... 19-45
 - Award of Proposals
 - 1) Building Moving Services
 - 2) Dental Lab Equipment – **Grant Funded**
 - 3) Maintenance Department Vehicles
 - 4) Network Cabling Services for Building Renovation Projects
 - 5) Pecan Campus Building D Auditorium Audiovisual Upgrade
 - 6) Purchase and Installation of LED Flat Panels – Starr County Campus Building E
 - 7) Purchase and Installation of Parking Lot LED Light Poles and Fixtures – Pecan Campus and Starr County Campus
 - Purchases
 - 8) Computers, Laptops, Tablets, and Monitors
 - 9) Furniture
 - 10) Mobile Medical Carts – **Grant Funded**
 - 11) Solar/Wind Energy Training Systems
 - Renewals
 - 12) Cosmetology Supplies and Equipment
 - 13) Medical Office Skills Training
 - 14) Network Cabling and Equipment Installation Services
 - 15) Telephone Services
 - 16) Temporary Personnel Services
 - Interlocal Agreements
 - 17) City Vehicle Usage Agreement

- III. Review and Recommend Action to Purchase a Vendor Management, Electronic Bidding, and Contract Management System..... 46-53

IV.	Review and Recommend Action on Resolution #2025-009 for Adoption of Rules Relating to Electronic Bids or Proposals	54-57
V.	Review and Recommend Action on Bond Counsel Services	58-60
VI.	Discussion and Action as Necessary on Schedule for Non-Summer Four-and-a-Half-Day Work Week and a Summer 36-Hour Work Week	61-63
VII.	Review and Recommend Acceptance of Internal Audit Report in the Area of Senate Bill 17	64-73
VIII.	Discussion and Action as Necessary on Resolutions #2025-010, #2025-011, and #2025-012 Regarding Services Provided to the Public by Students of Workforce Programs	74-83
IX.	Review and Recommend Action to Revise Local Policy.....	84-91
	• Policy DGBA (LOCAL) – Personnel-Management Relations: Employee Grievances	
X.	Review and Recommend Action to Adopt New Personnel Policies and Retire Current Policies.....	92-128
	A-1. Adopt DIAA (LOCAL) – Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence	
	A-2. Retire Policy # 4216: Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	
	B-1. Adopt DIAB (LOCAL) – Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics	
	B-2. Retire Policy 4206: Discrimination in Employment Prohibited	
	B-3. Retire Policy 4216: Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	
	C-1. Adopt FFDA (LOCAL) – Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence	
	C-2. Retire Policy 4216: Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	
	D-1. Adopt FFDB (LOCAL) – Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics	
	D-2. Retire Policy 4206: Discrimination in Employment Prohibited	
	D-3. Retire Policy 4216: Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	
	Supporting Documentation.....	129-157

Approval of April 8, 2025 Finance, Audit, and Human Resources Committee Minutes

Purpose

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of April 8, 2025, 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
April 8, 2025 @ 5:00 p.m.**

Minutes

The Finance, Audit, and Human Resources Committee Meeting was held on Tuesday, April 8, 2025 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 5:05 p.m. with Mrs. Dalinda Gonzalez-Alcantar presiding.

Members present: Ms. Dalinda Gonzalez-Alcantar and Mr. Danny Guzman.

Other Trustees Present: Dr. Alejo Salinas, Jr. Ms. Victoria Cantu, and Mr. David De Los Rios

Members absent: Mr. Paul Rodriguez

Also present: Dr. Ricardo J. Solis, Ms. Mary Del Paz, Dr. Jesus Campos, Dr. Anahid Petrosian, Ms. Myriam Lopez, Ms. Deyadira Leal, Dr. Zachary Suarez, Dr. Rodney Rodriguez, Dr. Brett Millan, Ms. Alicia Correa, Ms. Claudia Olivares, Mr. Adrian Lozano, Mr. Danny Montez, Mr. Luis De La Garza, Mr. Javier Villalobos, Mr. Andrew Fish, Ms. Lynda Lopez, Mr. Lucio Gonzalez, Mr. George McCaleb, Ms. Gardenia Perez, Mr. Luis Silva, Ms. Marcela Beas, Mr. Tony Matamoros, Dr. Rebecca De Leon, Ms. Carla Rodriguez, Mr. Rick De La Garza, and Ms. Venisa Earhart.

**Approval of March 11, 2025 Finance, Audit, and Human
Resources Committee Minutes**

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of February 18, 2025, were presented for Committee approval.

Ms. Gonzalez-Alcantar called for any corrections to the Minutes as written. Hearing no corrections, Ms. Gonzalez-Alcantar adopted the Minutes for the March 11, 2025 Committee Meeting as presented.

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

Purpose and Justification – Administration requested the Committee recommend Board approval of the following award of proposals, purchases, and renewals at a total cost of \$1,650,738.17.

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

Upon a motion by Mr. Danny Guzman and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval of the award of proposals, purchases, and renewals at a total cost of \$1,650,738.17, as listed below:

The motion carried.

Recommendation: It is requested that the Committee recommend for Board approval of the award of proposals, purchases, and renewals at a total cost of \$1,650,738.17, as listed below:

Award of Proposals

- 1) **Online Continuing Education Services:** award the proposal for online continuing education services to **Cengage Learning, Inc.** (Mason, OH) for the period beginning May 1, 2025 through April 30, 2026, with two one-year options to renew at no cost to the College;
- 2) **Purchase of LED Lamps:** award the proposal for the purchase of LED lamps to **RGV Electrical Supply** (Mission, TX) at a total amount of \$19,249.34;
- 3) **Vehicle and Environmental Graphics:** award the proposals for vehicle and environmental graphics to the vendors listed in Appendix A for the period beginning April 23, 2025 through April 22, 2026 at an estimated total amount of \$80,000.00;

**APPENDIX A
Vendors List**

Vendor (City, State)	Vendor (City, State)
ASAP Printing Solutions (McAllen, TX)	Huntington Sky Production, LTD/ dba FastSigns (McAllen, TX)
JettMedia, LLC (McAllen, TX)	Nation Signs (McAllen, TX)
Sign Depot USA, LLC (Pharr, TX)	

- 4) **Vehicle Maintenance and Repair Services:** award the proposals for vehicle maintenance and repair services to the vendors listed in Appendix A for the period beginning May 29, 2025 through May 28, 2026, with two one-year options to renew at an estimated total amount of \$90,000.00;

**APPENDIX A
Vendors List**

Vendor (City, State)	Vendor (City, State)
Haboken Enterprises, LLC/ dba Golf Cart Crossing (Pharr, TX)	Pan American Auto, LLC (Pharr, TX)
McAllen Quick Lube, Inc. / dba RGV Tire Pros / dba Valvoline Express Care (McAllen, TX)	

Purchases

- 5) **Computers, Laptops, Tablets, and Monitors:** purchase computers, laptops, tablets, and monitors from the vendors listed in Appendix A at a total amount of \$712,657.22;

**APPENDIX A
Vendors List**

Vendor (City, State)	Purchasing Cooperative	Amount
Apple, Inc. (Dallas, TX)	Choice Partners Cooperative	\$6,154.00

Dell Marketing, LP (Dallas, TX)	State of Texas Department of Information Resources	\$706,503.22
Total Amount:		\$712,657.22

- 6) **Furniture:** purchase furniture from the vendors listed in Appendix A at a total amount of \$110,678.59;

APPENDIX A
Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Computer Comforts, Inc. (Kemah, TX)	The Interlocal Purchasing System (TIPS)	\$17,133.80
Gateway Printing and Office Supply, Inc. (Edinburg, TX)	OMNIA Partners, Sourcewell, The Interlocal Purchasing System (TIPS)	\$92,349.79
JMJS, Inc. / The Exceptional Home Center (McAllen, TX)	The Interlocal Purchasing System (TIPS)	\$1,195.00
Total Amount:		\$110,678.59

- 7) **Global Navigation Satellite System Base and Rover Kits – Grant Funded:** purchase global navigation satellite system base and rover kits from **AllTerra Central, Inc.** (McAllen, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning April 24, 2025 through April 23, 2028, at an estimated total amount of \$60,110.62;
- 8) **Network Equipment, Licenses, and Accessories:** purchase network equipment, licenses, and accessories from **Netsync Network Solutions** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor for the period beginning April 1, 2025 through August 31, 2025, at an estimated total amount of \$80,000.00;
- 9) **Security Operation Center and Managed Detection and Response Services:** purchase security operation center and managed detection and response services from **Netsync Network Solutions** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor for the period beginning July 1, 2025 through September 1, 2028, at an estimated total amount of \$473,042.40;

Renewals

- 10) **Insurance Risk Management Consultant Services:** renew the insurance risk management consultant services with **Acrisure, LLC/ dba Carlisle Insurance** (Corpus Christi, TX), for the period beginning June 1, 2025 through May 31, 2026 at a total annual amount of \$25,000.00.

Discussion and Action as Necessary on Write-off of Fixed Assets/Capital Assets Valued at \$5,000 and Over

Purpose To approve the write-off of fixed assets/capital assets valued at \$5,000 and over.

Justification The Fixed Assets/Inventory Department is requesting to write-off obsolete and no longer in use software programs, duplicate assets, auctioned assets, lost or stolen assets, and vehicles declared a total loss. These assets totaling \$1,286,626.75, will be removed, as applicable, from the College's inventory system and capital asset ledger.

Due to the transition from Banner to Workday, the Fixed Assets/Inventory Department conducted an audit of all software and discovered that some were no longer in use and would not be renewed. The removal of these assets has been verified and confirmed with the cost center manager. For the non-software assets, the Fixed Assets/Inventory Department also audited assets for duplicate assets and auctioned assets that had been previously approved by the President with a value below \$5,000.

As per Policy CIB – Equipment and Supplies Management: Disposal of Property and Department Procedures, the capital assets value and associated accumulated depreciation will be written off from the College's capital asset ledger, and the reduction will be reflected on the Comprehensive Annual Financial Report as of August 31, 2025.

Enclosed Documents Appendix A – Fixed Assets lists of obsolete assets FA21/22 and FA23.

Funding No funds are required.

Staff Resource Mary Del Paz, Vice President for Finance and Administrative Services
Deyadira Leal, Director of Purchasing

Recommendation The Committee recommends approval for the write-off of fixed assets/capital assets valued at \$5,000 and over and for these assets to be removed from the College's inventory system and capital asset ledger.

Upon a motion by Mr. Danny Guzman and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval for the write-off of fixed assets/capital assets valued at \$5,000 and over and for these assets to be removed from the College's inventory system and capital asset ledger.

The motion carried.

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

Purpose	To approve the renewal of the Hidalgo County Agreement for Tax Assessment and Collection for current and delinquent taxes collected from September 1, 2025 through August 31, 2026.
Justification	<p>To ensure that the College complies with Section 6.27 item (c) of the Property Tax Code, which states:</p> <p>“The assessor or collector for a taxing unit other than a county is entitled to reasonable compensation, which may not exceed the actual cost incurred, for assessing or collecting taxes for a taxing unit pursuant to Subsection (b) of Section 6.23 of this code.”</p> <p>The Inter-Local Cooperation Agreement requires the County, after reviewing actual collection costs, to submit a proposed fee to the College, which may include a cost increase of no more than 5% per year, prior to May 1st. The College will then have until June 1st to accept the recommended fee.</p> <p>The Hidalgo County Agreement for Tax Assessment and Collection must be approved by the College by June 1, 2024. Approval of the tax assessment and collection fee is needed in order for the Hidalgo County Tax Assessor to assess and collect taxes levied.</p>
Enclosed Documents	Appendix A – History of Fees for Hidalgo County Tax Assessment and Collection Appendix B – Hidalgo County Collection Contract
Funding	The annual collection fee is reduced monthly from taxes collected during the month. Funds for these expenditures will be budgeted in the Hidalgo Appraisal/Collection Fee budget for Fiscal Year 2025 – 2026, pending Board approval of the budget.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Service Myriam Lopez, Associate Vice President – Finance and Management
Recommendation	The Committee recommends Board approval on the renewal of the Hidalgo County Agreement for the Tax Assessment and Collection for current and delinquent taxes collected at an annual fee of \$108,372.00 from September 1, 2025 through August 31, 2026 as presented.

Upon a motion by Mr. Danny Guzman and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval on the renewal of the Hidalgo County

Agreement for the Tax Assessment and Collection for current and delinquent taxes collected at an annual fee of \$108,372.00 from September 1, 2025 through August 31, 2026 as presented.

The motion carried.

Appendix A

Summary of Contract

History of Fees for Hidalgo County Tax Assessment and Collection			
Fiscal Year	Fee	Increase over Previous Year	Total Tax Levy
2025 – 2026	\$108,372.00	0%	Not Available
2024 – 2025	\$108,372.00	0%	\$92,313,237.87
2023 – 2024	\$108,372.00	0%	\$83,552,787.83
2022 – 2023	\$108,372.00	5%	\$75,375,088.72
2021 - 2022	\$103,212.00	0%	\$71,315,412.72
2020 – 2021	\$103,212.00	0%	\$66,982,283.00
2019 – 2020	\$103,212.00	0%	\$64,711,985.97
2018 - 2019	\$103,212.00	0%	\$63,236,679.08
2017 – 2018	\$103,212.00	5%	\$62,624,834.26
2016 – 2017	\$98,304.00	0%	\$59,701,217.59
2015 – 2016	\$98,304.00	0%	\$56,408,070.41

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

Purpose	To approve the renewal of the Starr County Agreement for Tax Assessment and Collection for current and delinquent taxes collected from September 1, 2025 through August 31, 2026.
Justification	<p>To ensure that the College complies with Section 6.27 item (c) of the Property Tax Code, which states:</p> <p>“The assessor or collector for a taxing unit other than a county is entitled to reasonable compensation, which may not exceed the actual cost incurred, for assessing or collecting taxes for a taxing unit pursuant to Subsection (b) of Section 6.23 of this code.”</p> <p>The Inter-Local Cooperation Agreement requires the County, after reviewing actual collection costs, to submit a proposed fee to the College, which may include a cost increase of no more than 5% per year, prior to May 1st. The College will then have until June 1st to accept the recommended fee.</p> <p>The Starr County Agreement for Tax Assessment and Collection must be approved by the College by June 1, 2024. Approval of the tax assessment and collection fee is needed in order for the Hidalgo County Tax Assessor to assess and collect taxes levied.</p>
Enclosed Documents	<p>Appendix A – History of Fees for Starr County Tax Assessment and Collection</p> <p>Appendix B – Starr County Collection Contract (Final contract to be provided and presented at the April Board Meeting after the Commissioner’s Court approval)</p>
Funding	The annual collection fee is reduced monthly from taxes collected during the month. Funds for these expenditures will be budgeted in the Hidalgo Appraisal/Collection Fee budget for Fiscal Year 2025 – 2026, pending Board approval of the budget.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Service Myriam Lopez, Associate Vice President – Finance and Management
Recommendation	The Committee recommends Board approval on the renewal of the Starr County Agreement for the Tax Assessment and Collection for current and delinquent taxes collected at a fee of 2% or approximately \$102,652.18 from September 1, 2025 through August 31, 2026, pending Starr County Commissioner’s Court approval on April 14, 2025, as presented.

Upon a motion by Mr. Danny Guzman and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval on the renewal of the Starr County Agreement for the Tax Assessment and Collection for current and delinquent taxes collected at a fee of 2% or approximately \$102,652.18 from September 1, 2025 through August 31, 2026, pending Starr County Commissioner’s Court approval on April 14, 2025, as presented.

The motion carried.

Appendix A

Summary of Contract

History of Fees for Starr County Tax Assessment and Collection				
Fiscal Year	Fee	Increase over Previous Year	% of Tax Collection	Total Tax Levy
2025 – 2026	\$102,652.18***	4.00%	2.0%	Not Available
2024 – 2025	\$98,704.02**	(39.40%)	2.0%	\$5,305,188.96
2023 – 2024	\$162,867.35	0.82%	3.5%	\$4,833,955.92
2022 – 2023	\$161,545.49	(2.36%)	3.5%	\$4,515,974.35
2021 – 2022	\$165,449.34	8.60%	3.5%	\$4,418,023.95
2020 – 2021	\$152,346.31	6.76%	3.5%	\$4,108,455.73
2019 – 2020	\$142,693.53	(3.50%)	3.5%	\$4,010,125.41
2018 – 2019	\$147,863.11	0.001%	3.5%	\$4,058,100.49
2017 – 2018	\$147,862.05*	68.24%	3.5%	\$3,933,751.72
2016 – 2017	\$87,886.00	0%	N/A	\$3,494,095.10
2015 – 2016	\$87,886.00	0%	N/A	\$3,871,198.83

*In Fiscal Year 2018, Starr County changed the annual fee from a flat rate to 3.5% of all current and delinquent base taxes collected. Prior to Fiscal Year 2018, Starr County assessed a flat rate fee of \$87,886.00

**Estimated Fee Amount to be paid by August 31, 2025

***Estimated Fee Amount to be approved on April 22, 2025 Board Meeting

Review and Discussion of FY 2025 – 2026 Budget Development

- Purpose** Mary Del Paz, Vice President for Finance and Administrative Services will provide an update on the College’s FY 2025 – 2026 Budget Development
- As part of the budget planning process, the College is evaluating the revenue and expenditure budget considerations influencing the preparation of the FY 2025 – 2026 budget.
- Justification** The College’s annual budget cycle includes the budget planning process that consists of projecting revenues and expenditures based on historical trend and assumptions for the upcoming fiscal year. The revenue and expenditure budget development considerations are used as the basis for the upcoming fiscal year assumptions and are a fundamental component of developing a proposed balanced budget. The proposed balanced budget is reviewed by staff, the President’s Cabinet, and the Finance, Audit, and Human Resources Committee before it is presented for approval by the Board of Trustees at the annual Budget Hearing.
- Enclosed Documents** Appendix A – PowerPoint
- Staff Resource** Mary Del Paz, Vice President for Finance and Administrative Services
- Recommendation** No action was required from the Committee. This item is presented for information and feedback to staff.

**Discussion and Action as Necessary on Proposed Revision to Tuition and Fees
Schedule for FY 2025 – 2026 for Testing Fees**

- Purpose** Approve the proposed deletion of the HiSET Exam Fees from the Testing Fees Tuition and Fees Schedule for FY 2025 – 2026.
- Justification** On March 25, 2025, the Board of Trustees approved the Tuition and Fees Schedules for FY 2025 – 2026.
- At this time, Administration is asking for the deletion of the HiSET Exam Fees since the vendor, PSI, no longer operates the HiSET exam in the state of Texas.
- The proposed deletion of the HiSET Exam Fees is listed in Appendix A.
- Enclosed Documents** Appendix A – Testing Fees for deletion
- Staff Resource** Dr. Matthew Hebbard, Vice President for Student Affairs and Enrollment Management
Mary Del Paz, Vice President for Finance and Administrative Services
- Recommendation** The Committee recommends Board approval of the proposed revisions to the Tuition and Fees Schedule for FY 2025 – 2026 for Testing Fees listed in Appendix A as presented.

Upon a motion by Mr. Danny Guzman and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval of the proposed revisions to the Tuition and Fees Schedule for FY 2025 – 2026 for Testing Fees listed in Appendix A as presented.

The motion carried.

Appendix A
 Testing Fees

	Board Approved FY 2025-2026	Proposed FY 2025-2026
TESTING FEES:		
HiSET Exam Fee (All Five Exams- 1st and 4th Attempts) <ul style="list-style-type: none"> • HiSET Exam Fee-Reading only \$25.00 • HiSET Exam Fee-Writing only \$25.00 • HiSET Exam Fee-Math only \$25.00 • HiSET Exam Fee-Science only \$25.00 • HiSET Exam Fee-Social Studies only \$25.00 	Students will register through the ETS website and pay all applicable fees online, including Test Center Fees. Fees subject to change	Delete
HiSET Exam Fee (All Five Exams- 2nd, 3rd, 5th, and 6th Attempts) <ul style="list-style-type: none"> • HiSET Exam Fee-Reading only \$15.00 • HiSET Exam Fee-Writing only \$15.00 • HiSET Exam Fee-Math only \$15.00 • HiSET Exam Fee-Science only \$15.00 • HiSET Exam Fee-Social Studies only \$15.00 	Students will register through the ETS website and pay all applicable fees online, including Test Center Fees. Fees subject to change	Delete

Review and Recommend Action on Change Orders for Contract with Precision Task Group (PTG) / Workday

Purpose To approve Change Orders for Contract with Precision Task Group (PTG) / Workday).

Justification To gain approval of two (2) Change Orders (#17 - #18) for PTG for the following services, not to exceed the listed amounts:

Budget Categories	Amount
#17 PTG Support for integrations, security, presentations, enhancements	\$291,561
#18 Additional tenant for backup purposes. 6 - month period (Bi-Weekly Payroll)	15,000
Total	\$306,561

The grand total of these Change Orders is \$306,561 and will be funded with budget reallocations from other project budget lines.

The total Workday budget was approved by the Board and further amended, therefore, will not be impacted.

Funding Funds for this expenditure are budgeted in the Workday budget for FY 2024 – 2025 based on the proposed reallocation of the budget.

Staff Resource Mary Del Paz, Vice President for Finance and Administrative Services
 Myriam Lopez, Associate Vice President – Finance and Management

Recommendation The Committee recommends Board approval of two (2) Change Orders for the estimated upcoming expenses of \$306,561 for the Contracts with Precision Task Group (PTG) / Workday as presented.

Upon a motion by Mr. Danny Guzman and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval of two (2) Change Orders for the estimated upcoming expenses of \$306,561 for the Contracts with Precision Task Group (PTG) / Workday as presented.

The motion carried.

Discussion and Action as Necessary to Reclassify Existing Vacant Position in Accordance with Policy DEA (Local)

Purpose	To reclassify existing vacant position in accordance with Policy DEA (Local) Compensation and Benefits: Compensation Plan.
Justification	<p>College Administration proposes Board approval on revisions to the FY 2024 – 2025 Employee Staffing Plan and Employee Compensation Plan based on an assessment of the position’s duties, responsibilities, and the needs and objectives of the College department.</p> <p>This revision is deemed critical and includes a title change, as appropriate to the position’s duties. This reclassification responds to the evolving dynamics of regional competition. It ensures the College is structured to deliver its mission of student success across every corner of our service area.</p> <p>The placement of the new proposed position within the College’s Compensation Plan for FY 2024 – 2025 and rationale are listed in Appendix A.</p> <p>This position reclassification was presented at the March 11, 2025 Committee meeting and was not recommended for Board approval, pending review.</p>
Enclosed Documents	Appendix A – Reclassification of Vacant Non-Faculty Position Appendix B – Policy DEA (Local) Appendix C – Job Description Appendix D – Organizational Chart
Funding	No funds are required.
Staff Resource	Dr. Rodney Rodriguez, Vice President for Institutional Advancement and External Affairs Mary Del Paz, Vice President for Finance and Administrative Services
Recommendation	The Committee recommends Board approval to reclassify existing vacant position in accordance with Policy DEA (Local).

This item failed due for lack of motion. Item will go directly to the Board. Mr. Guzman had concerns with reclassification. He stated that he didn’t understand the high priority for the reclassification. He also stated that the current title of the position satisfies the job description already. Dr. Alejo Salinas advised that this item should be discussed at length at a Board Retreat in the future.

Appendix A

Reclassification of Vacant Non-Faculty Positions

Institutional Advancement and External Affairs Division

Organization	Position Title	Classification	Pay Grade	Salary Range	Rationale
100014 Institutional Advancement and External Affairs	<u>Current</u> Director - Global Affairs and Economic Development	Executive Administrative Professional	9	\$85,544 - \$123,101	Vacant – The Director of Regional Affairs and Outreach will lead initiatives to strengthen STC’s presence and partnerships within Hidalgo and Starr County. This role serves as an institutional liaison focusing on community engagement, strategic partnerships, promoting educational programs, and helps support the recruitment, retention, and graduation of our students to provide the skilled professionals needed in the region.
	<u>Proposed</u> Director - Regional Affairs and Outreach	Executive Administrative Professional	9	\$85,544 - \$123,101	

Review and Recommend Action to Retire Current Policies

- Purpose** To retire the current policies to align with the Texas Association of School Boards (TASB) policy manual.
- Justification** Based on internal operations and functions, content from the retired policies may transition to a procedure, handbook, or operations manual as deemed appropriate by College staff.
- The retired policies have been reviewed by staff and administrators.
- Enclosed Documents** Appendix A – List of Retired Policies
 Appendix B –Retired Policies
- Staff Resource** Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development
 Dr. Brett Millan, Associate Vice President for Academic Success and Advancement
 Venisa Earhart, Board Relations Administrator
- Recommendation** The Committee recommends Board approval to retire current policies as presented.

Upon a motion by Mr. Danny Guzman and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval approval to retire current policies as presented.

The motion carried.

Appendix A

List of Retired Policies

Retired Policy(ies)	Retired Policy Content Transition
A. Policy #2600: Lay Advisory Committees	None of the content from the retired policy is included in the new local policy or procedure, handbook, manual, etc.
B. Policy #3110: Access to Instructional Services	All of the content from the retired policy is included in the new local policy AD (Board adopted 10/29/2024).

Appendix B

Policies followed in the packet.

Adjournment

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

I certify that the foregoing are the true and correct Minutes of the April 8, 2025 Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees.

Mrs. Dalinda Gonzalez-Alcantar, Presiding

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

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

Award of Proposals – 1) Building Moving Services

- Purpose** Award the proposal for building moving services to **Zuniga’s House Mover, LLC** (San Juan, TX).
- Justification** To relocate portable buildings, as needed, throughout the College district. The relocation of the portables offers essential flexibility, allowing rapid deployment of classroom and administrative space to campuses experiencing growth, thus maintaining optimal learning environments without the substantial timeframes associated with traditional construction. This adaptive approach safeguards our commitment to providing accessible, high-quality education.
- Funding** Funds for this expenditure are budgeted in the District-Wide Renovations and Contingency Construction budget for FY 2024 - 2025. Funds for subsequent fiscal years will be included in future proposed budgets.
- Enclosed Documents** Appendix A – Project Timeline and Information
 Other information is included in the Finance Supplemental Booklet
- Staff Resource** Mary Del Paz, Vice President - Finance and Administrative Services
 Ricardo De La Garza, Executive Director - Facilities Planning and Construction
- Recommendation** The Committee recommends Board approval to award the proposal for building moving services to **Zuniga’s House Mover, LLC** (San Juan, TX) for the period beginning June 1, 2025 through May 31, 2026, with two one-year options to renew, at an estimated total amount of \$50,000.00.

APPENDIX A

Project Timeline and Information

Advertised RFP	March 12, 2025 and March 19, 2025
RFP Responses Due	April 3, 2025
RFP Issued To	Four (4) Vendors
Responses Received From	One (1) Vendor
Responses Reviewed By	Facilities Planning and Construction and the Purchasing Department
Highest-Ranked Vendor	Zuniga’s House Mover, LLC

Award of Proposals – 2) Dental Lab Equipment – Grant Funded

- Purpose** Award the proposal for dental lab equipment to **Henry Schein Dental** (Melville, NY).
- Justification** To acquire the necessary lab equipment for the Dental Hygiene Program, which is crucial for providing the students with essential hands-on training. Modern equipment will allow students to simulate real-world scenarios, mastering techniques in a controlled academic environment, ultimately leading to higher competency and better practical skills necessary for successful careers.
- Funding** Funds for this expenditure are budgeted in the Increase in Nursing and Allied Health Care Certified Professionals Project Grant budget for FY 2024 - 2025.
- Enclosed Documents** Appendix A – Project Timeline and Information
 Other information is included in the Finance Supplemental Booklet
- Staff Resource** Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development
 Margo A. Vargas-Ayala, Interim NAH Division Dean
- Recommendation** The Committee recommends Board approval to award the proposal for dental lab equipment to **Henry Schein Dental** (Melville, NY) at a total amount of \$178,469.61.

APPENDIX A

Project Timeline and Information

Advertised RFP	April 2, 2025 and April 9, 2025
RFP Responses Due	April 24, 2025
RFP Issued To	Four (4) Vendors
Responses Received From	One (1) Vendor
Responses Reviewed By	Clinical Simulation, Office of Sponsored Initiatives, and the Purchasing Department
Highest-Ranked Vendor	Henry Schein Dental

Award of Proposals – 3) Maintenance Department Vehicles

- Purpose** Award the proposals for maintenance department vehicles to **Payne Rio Grande City Ford LLC** (Rio Grande City, TX).
- Justification** To procure two (2) vehicles to ensure efficient and effective campus operations. These vehicles will significantly enhance our team's ability to respond promptly to maintenance requests and transport heavy equipment and supplies. Pick-up trucks offer the necessary cargo capacity and durability to handle tasks ranging from landscaping to facility repairs and emergency response, ultimately minimizing downtime and ensuring a safe and well-maintained environment for students, faculty, and staff. This investment will streamline operations, improve response times, and contribute to the overall upkeep and functionality of the College.
- Funding** Funds for this expenditure are budgeted in the Loss Fund and the Facilities Maintenance budget for FY 2024 - 2025.
- Enclosed Documents** Appendix A – Project Timeline and Information
 Other information is included in the Finance Supplemental Booklet
- Staff Resource** Mary Del Paz, Vice President - Finance and Administrative Services
 George McCaleb, Executive Director - Facilities Operations and Maintenance
- Recommendation** The Committee recommends Board approval to award the proposal for maintenance department vehicles to **Payne Rio Grande City Ford LLC** (Rio Grande City, TX) at a total amount of \$97,179.00.

APPENDIX A

Project Timeline and Information

Advertised RFP	March 26, 2025 and April 2, 2025
RFP Responses Due	April 10, 2025
RFP Issued To	Six (6) Vendors
Responses Received From	One (1) Vendor
Responses Reviewed By	Facilities Operations and Maintenance and the Purchasing Department
Highest-Ranked Vendor	Payne Rio Grande City Ford LLC

Award of Proposals – 4) Network Cabling Services for Building Renovation Projects

Purpose Award the proposal for network cabling services for building renovation projects to the vendors listed in Appendix A.

Justification To enhance the network services, including the internet, in the buildings scheduled for renovation or upgrade. Various renovation projects are scheduled for the upcoming year, and due to the scope of the work during the renovations, data drops and network cabling will need to be replaced or added.

Funding Funds for this expenditure are budgeted in the District-Wide Renovations and Contingency Construction budget for FY 2024 - 2025. Funds for subsequent fiscal years will be included in future proposed budgets.

Enclosed Documents Appendix A – Vendors List
 Appendix B – Project Timeline and Information
 Other information is included in the Finance Supplemental Booklet

Staff Resource Dr. Jesús Campos, Interim Vice President for Information Services, Planning, Performance, & Strategic Initiatives
 Lucio Gonzalez, Associate Vice President -Technology and Chief Information Officer

Recommendation The Committee recommends Board approval to award the proposal for network cabling services for building renovation projects to the vendors listed in Appendix A for the period beginning May 28, 2025 through May 27, 2026, with two one-year options to renew at an estimated total amount of \$250,000.00.

APPENDIX A

Vendors List

Primary Vendor	BridgeNet Communications, LLC (Donna, TX)
Secondary Vendor	Telepro Communications (Mission, TX)

APPENDIX B

Project Timeline and Information

Advertised RFP	March 12, 2025 and March 19, 2025
RFP Responses Due	April 3, 2025
RFP Issued To	Seven (7) Vendors
Responses Received From	Two (2) Vendors
Responses Reviewed By	Information Technology, Facilities Planning and Construction, and the Purchasing Department
Highest-Ranked Vendor	Vendors listed in Appendix A

Award of Proposals – 5) Pecan Campus Building D Auditorium Audiovisual Upgrade

- Purpose** Award the proposal for the Pecan Campus Building D Auditorium audiovisual upgrade to **Audio Visual Aids** (San Antonio, TX).
- Justification** To upgrade the audiovisual systems at the auditorium, improving the clarity and impact of presentations, lectures, performances, and events. Modern technology allows seamless multimedia integration, remote participation, and advanced sound and lighting, fostering a more engaging and accessible environment. This upgrade supports academic excellence by facilitating dynamic teaching and learning and elevates the quality of campus-wide events, attracting and retaining students, faculty, and community members.
- Funding** Funds for this expenditure are budgeted in the Pecan Campus Ann Richards Administration Bldg. D Auditorium Upgrade budget for FY 2024 - 2025.
- Enclosed Documents** Appendix A – Project Timeline and Information
 Other information is included in the Finance Supplemental Booklet
- Staff Resource** Dr. Jesús Campos, Interim Vice President for Information Services, Planning, Performance, & Strategic Initiatives
 Yolanda Martinez, Director - Educational Technologies
- Recommendation** The Committee recommends Board approval to award the proposal for the Pecan Campus Building D Auditorium audiovisual upgrade to **Audio Visual Aids** (San Antonio, TX) at an estimated total amount of \$67,562.40.

APPENDIX A

Project Timeline and Information

Advertised RFP	March 26, 2025 and April 2, 2025
RFP Responses Due	April 10, 2025
RFP Issued To	Eighteen (18) Vendors
Responses Received From	Two (2) Vendors
Responses Reviewed By	Educational Technologies, Information Technology, and the Purchasing Department
Highest-Ranked Vendor	Audio Visual Aids

Award of Proposals – 6) Purchase and Installation of LED Flat Panels – Starr County Campus Building E

- Purpose** Award the proposal for the purchase and installation of LED flat panels - Starr County Campus Building E to **Metro Electric, Inc.** (McAllen, TX).
- Justification** To replace the LED flat panels at the Starr County Campus, in alignment with the College’s sustainability initiative. LED flat panels lighting reduces energy consumption, cuts maintenance costs thanks to its longer lifespan, and reduces the use of lamps containing harmful chemicals, contributing to environmental protection.
- Funding** Funds for this expenditure are budgeted in the District-Wide Interior LED Lighting Replacements budget for FY 2024 - 2025.
- Enclosed Documents** Appendix A – Project Timeline and Information
 Other information is included in the Supporting Documentation.
- Staff Resource** Mary Del Paz, Vice President - Finance and Administrative Services
 Ricardo De La Garza, Executive Director - Facilities Planning and Construction
 George McCaleb, Executive Director – Facilities Operations and Maintenance
- Recommendation** The Committee recommends Board approval to award the proposal for the purchase and installation of LED flat panels - Starr County Campus Building E to **Metro Electric, Inc.** (McAllen, TX) at a total amount of \$82,254.00.

APPENDIX A

Project Timeline and Information

Advertised RFP	April 9, 2025 and April 16, 2025
RFP Responses Due	April 24, 2025
RFP Issued To	Twenty (20) Vendors
Responses Received From	Three (3) Vendors
Responses Reviewed By	Facilities Operations and Maintenance, Facilities Planning and Construction, and Purchasing Departments
Highest-Ranked Vendor	Metro Electric, Inc.

Award of Proposals – 7) Purchase and Installation of Parking Lot LED Light Poles and Fixtures – Pecan Campus and Starr County Campus

- Purpose** Award the proposal for the purchase and installation of parking lot LED light poles and fixtures - Pecan Campus and Starr County Campus to **Lexine Inc.** (McAllen, TX).
- Justification** To replace the parking lot LED lights and fixtures for the Pecan Campus and Starr County Campus, in alignment with the College’s sustainability initiative. LED lighting reduces energy consumption, cuts maintenance costs thanks to its longer lifespan, and reduces the use of lamps containing harmful chemicals, contributing to environmental protection.
- Funding** Funds for this expenditure are budgeted in the District-Wide Exterior Lighting Replacements budget for FY 2024 - 2025.
- Enclosed Documents** Appendix A – Project Timeline and Information
 Other information is included in the Supporting Documentation.
- Staff Resource** Mary Del Paz, Vice President - Finance and Administrative Services
 Ricardo De La Garza, Executive Director - Facilities Planning and Construction
 George McCaleb, Executive Director – Facilities Operations and Maintenance
- Recommendation** The Committee recommends Board approval to award the proposal for the purchase and installation of parking lot LED light poles and fixtures - Pecan Campus and Starr County Campus to **Lexine Inc.** (McAllen, TX) at a total amount of \$93,856.00.

APPENDIX A

Project Timeline and Information

Advertised RFP	April 16, 2025 and April 23, 2025
RFP Responses Due	May 1, 2025
RFP Issued To	Twenty-Two (22) Vendors
Responses Received From	Six (6) Vendors
Responses Reviewed By	Facilities Operations and Maintenance, Facilities Planning and Construction, and Purchasing Departments
Highest-Ranked Vendor	Lexine Inc.

Purchases – 8) Computers, Laptops, Tablets, and Monitors

Purpose	Purchase computers, laptops, tablets, and monitors from the vendors listed in Appendix A.
Justification	<p>To provide new systems, replace out-of-warranty systems (over five years old), and meet software requirements for those systems that exceed the capacity for students, faculty, and staff based on the Information Technology criteria.</p> <p>The requested systems meet the College’s standard configurations.</p>
Funding	Funds for these expenditures are budgeted in the requesting department budgets for FY 2024 - 2025 as follows: Learning Commons and Open Labs, Centers for Learning Excellence, Carl Perkins Grant, Cybersecurity Program, Engineering Program, Clinical Simulation Program, Physics Program, Culinary Arts Program, Computer Science Program, Respiratory Therapy Program, Division of Social and Behavioral Sciences, Facility Maintenance, Division of Liberal Arts, Business Office, Law Enforcement Program, Fire Science Program, and Architectural and Engineering Design Technology Program.
Enclosed Documents	Appendix A – Vendors List Appendix B – District-Wide Technology Request Summary Other information is included in the Finance Supplemental Booklet
Staff Resource	Dr. Jesús Campos, Interim Vice President for Information Services, Planning, Performance, & Strategic Initiatives Lucio Gonzalez, Associate Vice President -Technology and Chief Information Officer
Recommendation	The Committee recommends Board approval to purchase computers, laptops, tablets, and monitors from the vendors listed in Appendix A at a total amount of \$177,938.10.

APPENDIX A

Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Apple, Inc. (Dallas, TX)	Choice Partners Cooperative	\$2,524.00
Dell Marketing, LP (Dallas, TX)	State of Texas Department of Information Resources (DIR) OMNIA Partners	\$168,274.10
Insight Public Sector (Chandler, AZ)	OMNIA Partners	\$7,140.00
Total Amount:		\$177,938.10

APPENDIX B

District-Wide Technology Request Summary

Student Computers		4	Respiratory Therapy Program
1	Learning Commons and Open Labs	1	Division of Social and Behavioral Sciences
6	Centers for Learning Excellence	Staff Computers	
Student Laptops		1	Facility Maintenance
10	Office of Sponsored Initiatives - Carl Perkins Grant	Staff Laptops	
20	Cybersecurity Program	2	Division of Liberal Arts
10	Engineering Program	5	Business Office
10	Clinical Simulation	1	Cybersecurity Program
12	Physics Program	1	Learning Commons and Open Labs
Student Monitors		Staff Tablets	
7	Centers for Learning Excellence	1	Law Enforcement
Faculty Laptops		1	Fire Science
6	Culinary Arts Program	Staff Monitors	
1	Computer Science Program	18	Architectural and Engineering Design Technology

Purchases – 9) Furniture

Purpose Purchase furniture from the vendors listed in Appendix A.

Justification To provide new furniture that will enhance the everyday activities of our academic environment while upgrading or replacing outdated and worn-out items that no longer serve our students, faculty, and staff effectively. This investment will enable students, faculty, and staff to engage comfortably and productively in classes, study sessions, collaborative projects, and daily operations.

Funding Funds for these expenditures are budgeted in the requesting department budgets for FY 2024 - 2025 as follows: Center for Learning Excellence, Cosmetology Program, Fire Science Program, New Furniture, Regional Center for Public Safety Excellence, RR District Wide Outdoor Furniture Replacements.

Enclosed Documents Appendix A – Vendors List
 Appendix B – District-Wide Furniture Request Summary
 Other information is included in the Finance Supplemental Booklet

Staff Resource Mary Del Paz, Vice President for Finance and Administrative Services
 Ricardo De La Garza, Executive Director of Facilities Planning and Construction

Recommendation The Committee recommends Board approval to purchase furniture from the vendors listed in Appendix A at a total amount of \$127,814.99.

APPENDIX A

Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
BSN Sports (Dallas, TX)	Texas Association of School Boards – Buyboard	\$5,690.00
Gateway Printing and Office Supply, Inc. (Edinburg, TX)	OMNIA Partners, Sourcewell, The Interlocal Purchasing System (TIPS)	\$74,530.75
Landscape Forms (Kalamazoo, MI)	OMNIA Partners	\$17,546.56
Siddons-Martin Emergency Group (Denton, TX)	Texas Association of School Boards – Buyboard	\$10,210.00
Tree Top Products, LLC (Batavia, IL)	The Interlocal Purchasing System (TIPS)	\$19,837.68
Total Amount:		\$127,814.99

APPENDIX B

District-Wide Furniture Request Summary

Pecan Campus	
8	Shelves for the Cosmetology Program
21	Lounge Seats, 4 Corner Seats, 5 Rectangular Tables, 50 Armless Chairs, 12 Stools, 12 Round Tables for the Student Union
2	Shelves for the Center for Learning Excellence
Regional Center for Public Safety Excellence	
8	Lockers for the Fire Academy Program
1	Five (5) Row Aluminum Bleachers for the Fire Academy and Police Academy
Starr County Campus	
3	Shelves for the Fire Science Program
Technology Campus	
8	Outdoor Trash Cans, 5 Tables, and 14 Benches for the Technology Campus

Purchases – 10) Mobile Medical Carts – Grant Funded

- Purpose** Purchase mobile medical carts from **Howard Technology Solutions/Howard Medical** (Laurel, MS), The Interlocal Purchasing System (TIPS) approved vendor.
- Justification** To enhance the learning experience for credit and non-credit healthcare programs. The nursing students will benefit from using the mobile medical carts to practice virtual patient assessments, supporting bedside charting, documentation, and medication administration. These carts help healthcare professionals manage workflows efficiently, featuring a centralized control panel and secure medication storage with electronic locking options for enhanced safety. This will aid students in developing critical skills while maintaining high security and patient care standards.
- Funding** Funds for this expenditure are budgeted in the Increase in Nursing and Allied Health Care Certified Professionals Project Grant budget for FY 2024 – 2025.
- Enclosed Documents** Other information is included in the Supporting Documentation.
- Staff Resource** Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development
Margo A. Vargas-Ayala, Interim NAH Division Dean
- Recommendation** The Committee recommends Board approval to purchase mobile medical carts from **Howard Technology Solutions/Howard Medical** (Laurel, MS), The Interlocal Purchasing System (TIPS) approved vendor, at a total amount of \$53,895.00.

Purchases – 11) Solar/Wind Energy Training Systems

Purpose	Purchase solar/wind energy training systems from Advanced Technologies Consultants (Plymouth, MI), The Interlocal Purchasing System (TIPS) approved vendor.
Justification	To enhance and expand the Electrician Technology Program at the Starr County Campus, the initiative will acquire seven (7) solar and wind energy training systems. These systems will give students valuable hands-on experience with renewable energy technologies, an increasingly essential area within the electrical trade. By outfitting the Starr Campus with this specialized equipment, students will be able to complete all program requirements locally, including coursework in sustainable energy systems that previously required travel to the Technology Campus. This investment will support the development of a workforce equipped to meet the growing demands of the green energy sector.
Funding	Funds for this expenditure are budgeted in the Electrician Assistant Program budget for FY 2024 – 2025.
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development Jose Vela, Business, Public Safety & Technology
Recommendation	The Committee recommends Board approval to purchase solar/wind energy training systems from Advanced Technologies Consultants (Plymouth, MI), The Interlocal Purchasing System (TIPS) approved vendor, at a total amount of \$252,000.00.

Renewals – 12) Cosmetology Supplies and Equipment

- Purpose** Renew the cosmetology supplies and equipment contracts with the vendors listed in Appendix A.
- Justification** To enhance the Cosmetology Program by acquiring cosmetology supplies and equipment. This procurement aims to enhance the quality of student training, supporting instructional needs and providing the students with access to high-quality supplies from various sources, ensuring a conducive learning environment and optimal hands-on experience throughout the program.
- Funding** Funds for this expenditure are budgeted in the Cosmetology Program budget for FY 2024 – 2025. Funds for subsequent fiscal years will be included in future proposed budgets.
- Enclosed Documents** Appendix A – Vendors List
 Appendix B – Renewal Terms
- Staff Resource** Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development
 Jose C. Vela, Architectural and Engineering Design Technology Instructor
- Recommendation** The Committee recommends Board approval to renew the cosmetology supplies and equipment contracts with the vendors listed in Appendix A for the period beginning June 26, 2025 through June 25, 2026, at an estimated total amount of \$110,000.00.

APPENDIX A

Vendors List

Vendor (City, State)	Vendor (City, State)
The Burmax Co., Inc. (Holtsville, NY)	Hinojosa Beauty Supplies, LLC (McAllen, TX)
Kaemark (Giddings, TX) (New)	Marianna Industries, Inc. (Omaha, NE)
SalonEquipment.com, LLC (Brea, CA)	STB USA, LLC (McAllen, TX)
Universal Companies, Inc. (Abingdon, VA) (New)	

APPENDIX B

Renewal Terms

The Board awarded the contract as follows:

Term: June 25, 2024 – one year with two (2) one-year annual renewals			
Award	Board Meeting Date	Original Term	Renewal Term
Original	6/25/2024	6/26/2024 – 6/25/2025	
First Renewal	5/27/2025		6/26/2025 – 6/25/2026

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

Renewals – 13) Medical Office Skills Training

Purpose Renew the medical office skills training contract with **Assistex, Inc./ dba Practice Management Institute** (San Antonio, TX).

Justification To expand training for medical office staff in areas such as managing front office staff, billing and coding, record retention, and anything else that will help make a medical office more efficient. The Office of Continuing Education and Workforce Development does not have the trainers to provide this type of training, so this contract will allow the department to meet this need and expand its customer base.

As outlined in the agreement, the College will collect payments from the students on behalf of the vendor and remit the funds, retaining a 30% commission.

Enclosed Documents Appendix A – Renewal Terms

Staff Resource Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development
 Olivia D. De La Rosa, Dean - Continuing Education and Workforce Development

Recommendation The Committee recommends Board approval to renew the medical office skills training contract with **Assistex, Inc./ dba Practice Management Institute** (San Antonio, TX) for the period beginning July 1, 2025 through June 30, 2026, at no cost to the College.

APPENDIX A

Renewal Terms

The Board awarded the contract as follows:

Term: May 28, 2024 – one year with two (2) one-year annual renewals			
Award	Board Meeting Date	Original Term	Renewal Term
Original	5/28/2024	7/01/2024 – 6/30/2025	
First Renewal	5/27/2025		7/01/2025 – 6/30/2026

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

Renewals – 14) Network Cabling and Equipment Installation Services

- Purpose** Renew the network cabling and equipment installation services with the vendors listed in Appendix A.
- Justification** To ensure seamless connectivity and enhanced security across the district, by providing on-demand internet connections and surveillance camera installations. These services encompass the deployment of necessary data cabling in renovated spaces, along with the expansion of existing internet lines to classrooms and offices, and the strategic installation and connection of both new and replacement surveillance cameras district-wide. This service will address the evolving technological and security needs of our campuses, providing reliable infrastructure and proactive safety measures.
- Funding** Funds for this expenditure are budgeted in the various requesting department budgets for FY 2024 – 2025. Funds for subsequent fiscal years will be included in future proposed budgets.
- Enclosed Documents** Appendix A – Vendors List
Appendix B – Renewal Terms
- Staff Resource** Dr. Jesús Campos, Interim Vice President for Information Services, Planning, Performance, & Strategic Initiatives
Lucio Gonzalez, Associate Vice President -Technology and Chief Information Officer
- Recommendation** The Committee recommends Board approval to renew the network cabling and equipment installation services with the vendors listed in Appendix A for the period beginning July 26, 2025 through July 25, 2026, at an estimated total amount of \$95,000.00.

APPENDIX A

Vendors List

Primary Vendor	Telepro Communications (Mission, TX)
Secondary Vendor	BridgeNet Communications (Donna, TX)

APPENDIX B

Renewal Terms

The Board awarded the contract as follows:

Term: June 27, 2023 – one year with two (2) one-year annual renewals			
Award	Board Meeting Date	Original Term	Renewal Term
Original	6/27/2023	7/26/2023 – 7/25/2024	
First Renewal	5/28/2024		7/26/2024 – 7/25/2025
Final Renewal	5/27/2025		7/26/2025 – 7/25/2026

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

Renewals – 15) Telephone Services

Purpose Renew the telephone services with **Smartcom Telephone, LLC** (McAllen, TX).

Justification To provide a telecommunications system that offers a range of traditional phone services, such as digital and analog lines, direct dialing, local, long distance, international service, and toll-free service, accessible at all campuses for faculty, staff, students, and visitors. These services include POTS lines (Plain Old Telephone Service) for the fire and elevator alarms and fax machine lines.

Funding Funds for this expenditure are budgeted in the Telecom budget for FY 2024 – 2025. Funds for subsequent fiscal years will be included in future proposed budgets.

Enclosed Documents Appendix A – Renewal Terms

Staff Resource Dr. Jesús Campos, Interim Vice President for Information Services, Planning, Performance, & Strategic Initiatives
 Lucio Gonzalez, Associate Vice President -Technology and Chief Information Officer

Recommendation The Committee recommends Board approval to renew the telephone services with **Smartcom Telephone, LLC** (McAllen, TX), for the period beginning June 21, 2025 through June 20, 2026, at an estimated monthly amount of \$13,400.00, and an estimated annual amount of \$160,800.00.

APPENDIX A

Renewal Terms

The Board awarded the contract as follows:

Term: May 26, 2022 – one year with three (3) one-year annual renewals			
Award	Board Meeting Date	Original Term	Renewal Term
Original	5/26/2022	6/21/2022 – 6/20/2025	
First Renewal	5/27/2025		6/21/2025 - 6/20/2026

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

Renewals – 16) Temporary Personnel Services

- Purpose** Renew the temporary personnel services with the vendors listed in Appendix A.
- Justification** To provide flexibility and efficiency in managing staffing needs. In situations involving peak workloads, project-based initiatives, or unexpected staff absences, temporary personnel offer immediate access to qualified professionals. This allows departments to maintain productivity and meet deadlines without compromising quality. By utilizing temporary personnel services, organizations can adapt quickly to changing demands, optimize resource allocation, and ensure operational continuity, ultimately enhancing overall efficiency.
- Funding** Funds for this expenditure are budgeted in the various departments' budgets for FY 2024 – 2025. Funds for subsequent fiscal years will be included in future proposed budgets.
- Enclosed Documents** Appendix A – Vendors List
 Appendix B – Renewal Terms
- Staff Resource** Mary Del Paz, Vice President - Finance and Administrative Services
 Dr. Zachary Z. Suarez, Executive Director - Human Resources and Talent Development
- Recommendation** The Committee recommends Board approval to renew the temporary personnel services with the vendors listed in Appendix A for the period beginning June 29, 2025 through June 28, 2026, at an estimated total amount of \$350,000.00.

APPENDIX A
Vendors List

Vendor (City, State)	Vendor (City, State)
Express Employment Professionals (McAllen, TX)	Fewell Professional Services/ dba FPS Staffing (McAllen, TX)
Five Star Staffing, LLC/ dba Spherion Staffing (McAllen, TX)	Infojini, Inc. (Columbia, MD)
Manpower Group US, Inc. (McAllen, TX)	Onin Staffing, LLC (McAllen, TX)
PeopleReady, Inc. (Tacoma, WA)	Texas Staffing Pros, LLC (McAllen, TX)

APPENDIX B

Renewal Terms

The Board awarded the contract as follows:

Term: June 25, 2024 – one year with two (2) one-year annual renewals			
Award	Board Meeting Date	Original Term	Renewal Term
Original	6/25/2024	6/29/2024 – 6/28/2025	
First Renewal	5/27/2025		6/29/2025 – 6/28/2026

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

Interlocal Agreement – 17) City Vehicle Usage Agreement

Purpose	Modify the term of the city vehicle usage agreement with the City of McAllen (McAllen, TX).
Justification	<p>To enable South Texas College to utilize a city vehicle, which will allow students in the two-week bus driving program to practice their maneuvers and driving skills in preparation for the skills test required to obtain their Class A commercial driver's license, including the passenger endorsement.</p> <p>Classes are scheduled monthly, with a maximum enrollment of four students per class.</p>
Staff Resource	Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs Olivia De La Rosa, Dean – Continuing Education and Workforce Development
Recommendation	The Committee recommends Board approval to modify the term of the city vehicle usage agreement with the City of McAllen (McAllen, TX). The current agreement period, which was extended on October 29, 2024, covers the dates of October 1, 2024 through August 31, 2025. The modified proposed agreement will extend the agreement period from May 1, 2025 through April 30, 2027.

Recommendation: It is requested that the Committee recommend for Board approval of the award of proposals, purchases, renewals, and interlocal agreement at a total cost of \$2,146,769.10, as listed below:

Awards of Proposals

- 1) **Building Moving Services:** award the proposal for building moving services to **Zuniga’s House Mover, LLC** (San Juan, TX) for the period beginning June 1, 2025 through May 31, 2026, with two one-year options to renew, at an estimated total amount of \$50,000.00;
- 2) **Dental Lab Equipment – Grant Funded:** award the proposal for dental lab equipment to **Henry Schein Dental** (Melville, NY) at a total amount of \$178,469.61;
- 3) **Maintenance Department Vehicles:** award the proposal for maintenance department vehicles to **Payne Rio Grande City Ford LLC** (Rio Grande City, TX) at a total amount of \$97,179.00;
- 4) **Network Cabling Services for Building Renovation Projects:** award the proposal for network cabling services for building renovation projects to the vendors listed in Appendix A for the period beginning May 28, 2025 through May 27, 2026, with two one-year options to renew at an estimated total amount of \$250,000.00;

APPENDIX A

Vendors List

Primary Vendor	BridgeNet Communications, LLC (Donna, TX)
Secondary Vendor	Telepro Communications (Mission, TX)

- 5) **Pecan Campus Building D Auditorium Audiovisual Upgrade:** award the proposal for the Pecan Campus Building D Auditorium audiovisual upgrade to **Audio Visual Aids** (San Antonio, TX) at an estimated total amount of \$67,562.40;
- 6) **Purchase and Installation of LED Flat Panels – Starr County Campus Building E:** award the proposal for the purchase and installation of LED flat panels - Starr County Campus Building E to **Metro Electric, Inc.** (McAllen, TX) at a total amount of \$82,254.00;
- 7) **Purchase and Installation of Parking Lot LED Light Poles and Fixtures – Pecan Campus and Starr County Campus:** award the proposal for the purchase and installation of parking lot LED light poles and fixtures - Pecan Campus and Starr County Campus to **Lexine Inc.** (McAllen, TX) at a total amount of \$93,856.00;

- Purchases** **8) Computers, Laptops, Tablets, and Monitors:** purchase computers, laptops, tablets, and monitors from the vendors listed in Appendix A at a total amount of \$177,938.10;

APPENDIX A

Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Apple, Inc. (Dallas, TX)	Choice Partners Cooperative	\$2,524.00
Dell Marketing, LP (Dallas, TX)	State of Texas Department of Information Resources (DIR) OMNIA Partners	\$168,274.10
Insight Public Sector (Chandler, AZ)	OMNIA Partners	\$7,140.00
Total Amount:		\$177,938.10

- 9) Furniture:** purchase furniture from the vendors listed in Appendix A at a total amount of \$127,814.99;

APPENDIX A

Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
BSN Sports (Dallas, TX)	Texas Association of School Boards – Buyboard	\$5,690.00
Gateway Printing and Office Supply, Inc. (Edinburg, TX)	OMNIA Partners, Sourcewell, The Interlocal Purchasing System (TIPS)	\$74,530.75
Landscape Forms (Kalamazoo, MI)	OMNIA Partners	\$17,546.56
Siddons-Martin Emergency Group (Denton, TX)	Texas Association of School Boards – Buyboard	\$10,210.00
Tree Top Products, LLC (Batavia, IL)	The Interlocal Purchasing System (TIPS)	\$19,837.68
Total Amount:		\$127,814.99

- 10) Mobile Medical Carts – Grant Funded:** purchase mobile medical carts from **Howard Technology Solutions/Howard Medical** (Laurel, MS), The Interlocal Purchasing System (TIPS) approved vendor, at a total amount of \$53,895.00;
- 11) Solar/Wind Energy Training Systems:** purchase solar/wind energy training systems from **Advanced Technologies Consultants** (Plymouth, MI), The Interlocal Purchasing System (TIPS) approved vendor, at a total amount of \$252,000.00;

- Renewals** **12) Cosmetology Supplies and Equipment:** renew the cosmetology supplies and equipment contracts with the vendors listed in Appendix A for the period beginning June 26, 2025 through June 25, 2026, at an estimated total amount of \$110,000.00;

APPENDIX A
Vendors List

Vendor (City, State)	Vendor (City, State)
The Burmax Co., Inc. (Holtsville, NY)	Hinojosa Beauty Supplies, LLC (McAllen, TX)
Kaemark (Giddings, TX) (New)	Marianna Industries, Inc. (Omaha, NE)
SalonEquipment.com, LLC (Brea, CA)	STB USA, LLC (McAllen, TX)
Universal Companies, Inc. (Abingdon, VA) (New)	

- 13) Medical Office Skills Training:** renew the medical office skills training contract with **Assistex, Inc./ dba Practice Management Institute** (San Antonio, TX) for the period beginning July 1, 2025 through June 30, 2026, at no cost to the College;
- 14) Network Cabling and Equipment Installation Services:** renew the network cabling and equipment installation services with the vendors listed in Appendix A for the period beginning July 26, 2025 through July 25, 2026, at an estimated total amount of \$95,000.00;

APPENDIX A
Vendors List

Primary Vendor	Telepro Communications (Mission, TX)
Secondary Vendor	BridgeNet Communications, LLC (Donna, TX)

- 15) Telephone Services:** renew the telephone services with **Smartcom Telephone, LLC** (McAllen, TX), for the period beginning June 21, 2025 through June 20, 2026, at an estimated monthly amount of \$13,400.00, and an estimated annual amount of \$160,800.00;
- 16) Temporary Personnel Services:** renew the temporary personnel services with the vendors listed in Appendix A for the period beginning June 29, 2025 through June 28, 2026, at an estimated total amount of \$350,000.00;

APPENDIX A
Vendors List

Vendor (City, State)	Vendor (City, State)
Express Employment Professionals (McAllen, TX)	Fewell Professional Services/ dba FPS Staffing (McAllen, TX)

Five Star Staffing, LLC/ dba Spherion Staffing (McAllen, TX)	Infojini, Inc. (Columbia, MD)
Manpower Group US, Inc. (McAllen, TX)	Onin Staffing, LLC (McAllen, TX)
PeopleReady, Inc. (Tacoma, WA)	Texas Staffing Pros, LLC (McAllen, TX)

**Interlocal
 Agreement**

17) City Vehicle Usage Agreement: modify the term of the city vehicle usage agreement with the **City of McAllen** (McAllen, TX). The current agreement period, which was extended on October 29, 2024, covers the dates of October 1, 2024 through August 31, 2025. The modified proposed agreement will extend the agreement period from May 1, 2025 through April 30, 2027.

Review and Recommend Action to Purchase a Vendor Management, Electronic Bidding, and Contract Management System

Purpose Purchase a vendor management, electronic bidding, and contract management system from Vertosoft/OpenGov (Leesburg, VA), a State of Texas Department of Information Resources (DIR) approved vendor.

Justification To replace the existing system purchased in the Fall of 2020 and currently in use, but whose term will expire on June 30, 2025. The contract management and vendor management system is used to automate and centralize the procurement process, improve vendor engagement, and enhance solicitations collaboration.

The key modules for the Vendor Management, Electronic Bidding, and Contract Management System are as follows:

1. Vendor Registration
2. Contract Management
3. Bid Module/Proposal Submission (not utilized in the current system)

The system capabilities are as follows:

- Streamlines operations by implementing a more efficient, standardized, and transparent procurement process.
- Enhances vendor management through robust tracking and communication tools, improving relationships with vendors.
- Enables secure electronic submissions of bids and proposals via a cloud-based platform. (Optional to the vendor.)
- Ensures complete submissions by verifying that all required documents and signatures are included, reducing the risk of disqualification. (Optional to the vendor.)
- Automates key tasks such as bid validation and compliance checks, improving efficiency and reducing human error.
- Boosts transparency by providing real-time visibility into procurement activities and decision-making processes.
- Maintains confidentiality and security by restricting system access to authorized users only, protecting sensitive information, and maintaining process integrity.
- Avoids receiving late bids or proposals due to 3rd party delivery services.


Vendors who prefer not to submit an electronic proposal will be permitted to submit a paper version instead.

- Enclosed Documents** Appendix A – Pricing Schedule
 Appendix B - Presentation
- Funding** Funds for this expenditure are budgeted in the Purchasing Department budget for FY 2024 – 2025. Funds for subsequent fiscal years will be included in future proposed budgets.
- Staff Resource** Mary Del Paz, Vice President for Finance and Administrative Services
 Deyadira Leal, Director of Purchasing
- Recommendation** The Committee recommends Board approval to purchase a vendor management, electronic bidding, and contract management system from Vertosoft/OpenGov (Leesburg, VA), a State of Texas Department of Information Resources (DIR) approved vendor for the period beginning June 1, 2025 through September 30, 2028, at a total amount of \$146,688.40.

APPENDIX B
Pricing Schedule


Description	Proposal
Term 1 Period: 06/01/2025 - 09/30/2025	
OpenGov Enterprise Procurement and Contracts	\$8,299.08
Custom Professional Services Deployment	\$32,220.96
Term 1 Total:	\$40,520.04
Term 2 Period: 10/01/2025 - 09/30/2026	
OpenGov Enterprise Procurement and Contracts	\$32,677.56
Term 2 Total:	\$32,677.56
Term 3 Period: 10/01/2026 - 09/30/2027	
OpenGov Enterprise Procurement and Contracts	\$34,311.44
Term 3 Total:	\$34,311.44
Term 4 Period: 10/01/2027 - 09/30/2028	
OpenGov Enterprise Procurement and Contracts	\$36,027.00
Term 4 Total:	\$36,027.00

Description	Proposal
Term 5 Period: 10/01/2028 - 10/31/2028	
OpenGov Enterprise Procurement and Contracts	\$3,152.36
Term 5 Total:	\$3,152.36
TOTAL AMOUNT:	\$146,688.40



Vendor Management, Electronic Bidding, and Contract Management System

Deyadira Leal, Director of Purchasing
May 13, 2025



Key Modules

The key modules for the Vendor Management, Electronic Bidding, and Contract Management System are as follows:

1. Vendor Registration
2. Contract Management
3. Bid Module/Proposal Submission (not utilized in the current system)

Vendor Registration

- Vendors can register for free
- They can create a personal login to receive email notifications for new solicitations, addendums, and important due dates.
- Self-service feature that simplifies onboarding and maintains vendors informed of relevant opportunities.
- Vendors can manage their accounts, submit bids, and track progress independently.
- Enhances engagement and reduces manual intervention.

Contract Management Module

- Provides the Purchasing staff access to active contracts, filters, and exports contract data, including vendor documentation.
- Streamlines contract creation and sends automatic reminders for expiration dates and lead times. Contract owners receive email notifications before expiration, providing time for renewals or vendor cancellation notifications
- Automates notifications and contract management tools improve communication, reduce delays, and enhance efficiency.

Bid Module/Proposal Submission (Optional to the vendor)

- Streamlines communication of Request for Proposal (RFP) and Request for Qualifications (RFQ) requirements and timelines to vendors. Purchasing distributes updates, publishes addendums, and manages vendor inquiries all online.
- The system is customizable to accommodate changing laws or procedures.
- Vendor names remain confidential until submission, and proposal details are locked until the deadline.
- Supports secure, online committee evaluations for efficient proposal reviews.
- The system simplifies solicitation development, reduces administrative overhead, and accelerates the procurement cycle.
- Vendors who prefer not to submit an electronic proposal will be permitted to submit a paper version.

System Capabilities

- Streamlines operations by implementing a more efficient, standardized, and transparent procurement process.
- Enhances vendor management through robust tracking and communication tools, improving relationships with vendors.
- Enables secure electronic submissions of bids and proposals via a cloud-based platform. (Optional to the vendor.)
- Ensures complete submissions by verifying that all required documents and signatures are included, reducing the risk of disqualification. (Optional to the vendor.)

System Capabilities

- Automates key tasks such as bid validation and compliance checks, improving efficiency and reducing human error.
- Boosts transparency by providing real-time visibility into procurement activities and decision-making processes.
- Maintains confidentiality and security by restricting system access to authorized users only, protecting sensitive information, and maintaining process integrity.
- Avoids receiving late bids or proposals due to 3rd party delivery services.

Resolution 2025-009

- Before this system may be implemented, the College must comply with Texas Education Code § 44.0313, which requires that the Board of Trustees formally adopt rules governing the use of electronic systems for receiving bids or proposals.
- These rules will establish clear procedures to ensure that all electronic submissions are properly handled, securely stored, and remain confidential until the time they are reviewed.
- Board approval of these rules is required before the electronic system may be used in the College procurement process.

Implementation Plan

- **Phase 1: System Configuration and Customization**
 - Align system features with internal procurement processes and procedures.
- **Phase 2: Vendor Onboarding and Training**
 - Vendor registration and training on the electronic submission system.
 - Purchasing Department staff training for the new system.
- **Phase 3: Go Live**
 - Full system deployment and transition from the old system.
 - OpenGov support and monitoring during the implementation and deployment.
- **Phase 4: Continuous Improvement and Feedback**
 - Collect feedback from users and make necessary adjustments to enhance the system.

Questions

Review and Recommend Action on Resolution #2025-009 for Adoption of Rules Relating to Electronic Bids or Proposals

Purpose To obtain Board of Trustees approval of Resolution #2025-009 for the adoption of rules relating to electronic bids or proposals.

Justification The Purchasing Department is proposing the procurement and implementation of a secure electronic solution for receiving bids or proposals. The system is intended to modernize and streamline procurement operations by allowing vendors to submit bids or proposals electronically through a secure platform.

The submission of bids or proposals using the vendor management system Vertosoft/OpenGov presented to the Finance Committee previously in this packet, is optional for the vendors. Bids or proposals will be accepted by the College either by the electronic system submission or manually delivered to the College.

Before this system may be implemented, the College must comply with Texas Education Code § 44.0313, which requires that the Board of Trustees formally adopt rules governing the use of electronic systems for receiving bids or proposals. These rules will establish clear procedures to ensure that all electronic submissions are properly handled, securely stored, and remain confidential until the time they are reviewed. Board approval of these rules is required before the electronic system may be used in the College procurement process.

Texas Education Code § 44.0313 states the following:

- A) A school district may receive bids or proposals under this chapter through electronic transmission if the board of trustees of the school district adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.

The rules are incorporated as Exhibit A in the resolution.

Enclosed Documents Resolution #2025-009

Funding Funds for this expenditure are budgeted in the Purchasing Department for FY 2024 – 2025. Funds for subsequent fiscal years will be included in future proposed budgets.

Staff Resource Mary Del Paz, Vice President for Finance and Administrative Services
Deyadira Leal, Director of Purchasing

Recommendation The Committee recommends Board approval of resolution #2025-009 for the adoption of rules relating to electronic bids or proposals as per Texas Education Code 44.0313.

Adoption of Rules Relating to Electronic Bids or Proposals

WHEREAS, in connection with its purchasing activities, South Texas College (the “College”) finds it necessary and desirable from time to time to require vendors, or offer vendors the option, to submit bids or proposals in electronic format;

WHEREAS, the College has entered into a licensing agreement with Vertosoft (“OpenGov”) to use OpenGov’s electronic purchasing and contract management system, which provides the College with, among other things, the ability to publicize solicitations and receive and evaluate proposals and bids electronically;

WHEREAS, in accordance with Texas Education Code §44.0313: “A school district may receive bids or proposals under this chapter through electronic transmission if the board of trustees of the school district adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time;”

WHEREAS, the term “school district” as used in Texas Education Code §44.0313 includes junior college districts;

WHEREAS, the College is a junior college district; and,

WHEREAS, the College has created rules, which are attached hereto as Exhibit “A” (the “Rules”), to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time;

THEREFORE, BE IT HEREBY RESOLVED THAT:

As required by Texas Education Code §44.0313, the College’s Board of Trustees adopts the Rules, which shall be implemented and followed in connection with all electronic bids or proposals accepted by the College.

Adopted the _____ of _____, 2025

Chair

Dr. Alejo Salinas, Chairman
Board of Trustees
South Texas College

Exhibit A

1. All electronic bids or proposals submitted electronically may be processed exclusively through the platform provided pursuant to the College's agreement with OpenGov. (the "System").
2. College personnel and vendors must access the System exclusively through the use of a unique user account and password.
3. The System will send an email notification of a solicitation to all vendors who are registered in the System's vendor list. The email notification will include a link to the solicitation.
4. Vendors can view a solicitation advertisement only without being registered in the System. However, vendors must be registered and provide all required information in order to submit a bid or proposal electronically.
5. Individual user passwords will be stored in a manner that cannot be accessed by any other user. The OpenGov Administrator will be able to reset the password only through a System-generated program based on a user request to reset a password.
6. All data transmitted between the College and vendors will be encrypted using standard security technology.
7. The System will limit inactivity by causing a session to expire based on a preset time period.
8. All actions taken by any user within the System shall be subject to audit.
9. The System will not accept any bids or proposals after the published closing date and time.
10. The System will allow for bids or proposals to be electronically unsealed only by authorized, password-enabled College personnel. No College personnel will have the ability to unseal any bid or proposal prior to the published date and time for opening the bid or proposal. The System shall be locked and cannot be unsealed until the date and time indicated. The date and time can be extended, if necessary.
11. The System will automatically populate a bid tabulation which will not be available for public disclosure after being unsealed by authorized College personnel. Vendors are not able to view the bid tabulation in the System from any web browser without having the Purchasing Administrator making it public. Subject to public disclosure under Texas law, the content shall remain confidential until after award of the contract.
12. Authorized College personnel shall make the award of the contract through the System, which shall send an email notification to the awarded and non-awarded vendors. Whether the proposal was submitted manually or electronically. The award information will not be accessible to the vendors; therefore, vendors would need to follow the public information request process.
13. The System will retain electronic copies of the vendors' proposals for the minimum time period required pursuant to the state of Texas records retention schedule or for an extended period of time if required by the College.

Review and Recommend Action on Bond Counsel Services

- Purpose** To approve the renewal of the bond counsel services with Ricardo Perez Law Firm, PLLC (McAllen, TX).
- Justification** To provide bond counsel services and represent the College in the areas of public education bond law, tax law, local government law, the trial and appeal of bond validation actions, and the issuance, refunding, or defeasement of tax-exempt bonds and notes. Also, to provide legal advice and counsel to the College’s President, Administrative staff, Board Committees, and the Board of Trustees as needed on the services listed above.
- The bond counsel also provides the services described in Appendix B.
- Funding** Funds for this expenditure are budgeted in the Legal Services budget for FY 2024 – 2025. Funds for subsequent fiscal years will be included in future proposed budgets.
- Enclosed Documents** Appendix A – Renewal Terms
 Appendix B – Bond Counsel Services
- Staff Resource** Mary Del Paz, Vice President - Finance and Administrative Services
 Myriam M. Lopez, Associate Vice-President - Finance and Management
- Recommendation** The Committee recommends Board approval to renew the bond counsel services with Ricardo Perez Law Firm, PLLC (McAllen, TX), for the period beginning August 1, 2025 through July 31, 2026.

APPENDIX A

Renewal Terms

The Board awarded the contract as follows:

Term: June 25, 2024 – one year with two (2) one-year annual renewals			
Award	Board Meeting Date	Original Term	Renewal Term
Original	6/25/2024	8/01/2024 – 7/31/2025	
First Renewal	5/27/2025		8/01/2025 – 7/31/2026

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

APPENDIX B

Bond Counsel Services

1. Provide, as a part of its basic service fee, policy development, review, and drafting of documents, briefs, opinions, negotiations, litigation, research, as well as legal advice from time to time on matters directly or indirectly related to the bond program and corresponding tax issues.
2. Consult with the College's outside Legal Counsel, Financial Advisor, and College Officials concerning all legal questions relating to the issuance, refinancing, defeasance, and management of debt.
3. Assist in the preparation of specified sections of the Preliminary Official Statement and the Final Official Statement, and be responsible for the proper scope, legal effectiveness, and compliance with applicable regulatory requirements of the entirety of both documents, subject to the understanding that bond counsel will not be expected to independently verify data contained in the Official Statements that is generated by the client or third parties.
4. Assist in making presentations and required submissions, and obtain approval of the Bond Review Board and any other state entity with supervisory powers over the issuance of bonds by the College, including the Texas Office of Attorney General.
5. Perform all usual and necessary legal services concerning the authorization, sale, and delivery of any debt issuance and bond refunding that the College may require, including resolutions, agreements, and minute orders, as needed.
6. Represent South Texas College in the preparation of any bond refunding and purchase contracts and ensure that all participants, including underwriters and investment banking firms, whether retained or contracted by the College, disclose all conflicts of interest to and with the College and any other parties involved in the bonds. Assist the College in presentations to the major rating agencies to obtain bond ratings.
7. Attend Board meetings and Finance and Human Resources Committee meetings to the extent required or requested by the College.
8. Provide tax opinion on debt issues and bond refunding.
9. Prepare any Internal Revenue Service (IRS) filings required by federal tax law and assist in any inquiry related to past, present, and future bond debt, and actions as needed.
10. Render other written opinions of bond counsel on investment earnings and any amounts required to be related to the United States as excess arbitrage earnings, if any, and any other written opinion of counsel which may be required under the terms of the Bond Resolutions or the Internal Revenue Code, as amended.
11. Assist with post-issuance matters, such as providing direction for compliant private use activity, including aiding in annual calculation.

12. Provide analysis and resolution of tax issues associated with financing plans.
13. Prepare documents calling any bond election, notice thereof, submitting election documents to the U.S. Justice Department for preclearance, and canvassing of election results.
14. File all required bond-related documents and obtain approval of such from the Texas Office of the Attorney General.
15. Provide a complete bond transcript in paper and electronic format after each financing.
16. Provide advice and counsel on continuing compliance with securities, tax, and other applicable laws regarding bonds.
17. All other matters necessary or incidental to the refunding, defeasement, and issuance of the bonds.

Discussion and Action as Necessary on Schedule for Non-Summer Four-and-a-Half-Day Work Week and a Summer 36-Hour Work Week

Purpose To approve the schedule of a non-summer four-and-a-half-day work week and a summer 36-hour work week for Fiscal Year 2026, starting August 2025 and ending in August 2026.

Justification The modified work schedule has proven effective for the college in terms of talent retention, employee satisfaction, and market competitiveness in recruiting new employees.

The standard schedule for the College will be a Non-Summer four-and-a-half-day work week and a Summer 36-hour work week, however, the schedule will continue to be monitored and evaluated for effectiveness and may be revised as deemed necessary.

The standard work schedules are as follows:

Non-Summer Work Schedule

- The four-and-a-half work week consists of the following:
 - ⇒ Begins the week before the fall semester begins in August 2025 and concludes the week of the May 2026 graduation ceremonies.
 - ⇒ Monday – Thursday
 - 8:00 am – 5:30 pm (Half hour Lunch)
 - 7:30 am – 5:00 pm (Half hour Lunch)
 - 7:45 am – 5:15 pm (Half hour Lunch)
 - 8:00 am – 6:00 pm (Full hour Lunch)
 - ⇒ Friday
 - 8:00 am – 12:00 pm (applicable for all schedules above)

Summer Work Schedule

- The 36-hour work week schedule consists of the following:
 - ⇒ Begins the week after the May 2026 graduation and concludes two weeks before the Fall semester begins in August 2026.
 - ⇒ Monday – Thursday
 - Full-time employees will work four (4) days for nine (9) hours each day, totaling 36 hours. Exceptions or flexible schedules may be applied for positions required to work on Friday.

⇒ Friday

- A 4-hour Leave Paid College Closed will be populated every week for the duration of the Summer period for non-exempt employees.

Exceptions outside these schedules would be made at the discretion and approval of the supervisor. Supervisors will have the final authority to approve an employee's schedule, considering the department's needs. Supervisors will ensure that administrative offices are open during regular business hours of 8:00 a.m. – 5:00 p.m. Monday – Thursday, or as otherwise required by specific departments and programs.

Enclosed Documents	Appendix A – Board Approval of Work Week Schedule
Funding	No funds are required
Staff Resource	Dr. Ricardo J. Solis, President Mary Del Paz, Vice President for Finance and Administrative Services
Recommendation	The Committee recommends Board approval of the schedule for non-summer four-and-a-half-day work week and a summer 36-hour work week for Fiscal Year 2026.

Appendix A

Board Approval of Work Week Schedule

Board Approval	Summary
May 2022	Transition to Four-and-a-Half Day Work Week Scheduling <ul style="list-style-type: none"> • Summer pilot schedule of a four-and-a-half-day work week Schedule
July 2022	Implement a Four-and-a-Half-Day Work Week Schedule Starting August 1, 2022 and Ending on August 31, 2023 <ul style="list-style-type: none"> • Extended the pilot schedule after July 2022, to a four-and-a-half-day work week schedule beginning August 1, 2022, and continuing through fiscal year 2022 - 2023.
March 2023	Implement a 36-Hour Work Week Summer Schedule Starting May 15, 2023 and Ending on August 13, 2023 <ul style="list-style-type: none"> • A 36-hour work week was approved

Board Approval	Summary
July 2023	Implement a Four-and-a-Half-Day Work Week Schedule for Fiscal Year 2024 and to Include a Summer Schedule Period of a 36-Hour Work Week <ul style="list-style-type: none"> • Summer schedule and four-and-a-half-day work week on July 2023 for all of Fiscal Year 2024
July 2024	Establish a Standard Schedule of a Non-Summer Four-and-a-Half-Day Work Week and a Summer 36-Hour Work Week <ul style="list-style-type: none"> • Summer schedule and a four-and-a-half-day workweek to be implemented throughout Fiscal Year 2025

Review and Recommend Acceptance of Internal Audit Report in the Area of Senate Bill 17

Purpose	To recommend Board acceptance of the Internal Audit Report in the Area of Senate Bill 17 after discussion of the procedures, finding, and recommendation conducted by Mr. Khalil Abdullah, Chief Internal Auditor.
Justification	<p>The Internal Audit Function, reviews and appraises business activities, integrity of records, and effectiveness of operations in accordance with the Institute of Internal Auditors International <i>Standards</i> for the Professional Practice of Internal Auditing. It assists the College in accomplishing its objectives by evaluating and improving the effectiveness of the College’s risk management, governance, and internal controls.</p> <p>The SB 17 audit was included in the FY 2025 Audit Plan and encompassed a review of Texas Education Code 51.3525, Senate Bill 17 Guidance.</p>
Enclosed Documents	Appendix A – Internal Audit Report
Funding	No funds are required.
Staff Resource	Dr. Ricardo J. Solis, President Mary Del Paz, Vice President for Finance and Administrative Services Khalil Abdullah, Chief Internal Auditor
Recommendation	The Committee recommends Board acceptance of the Internal Audit Report in the Area of Senate Bill 17 as presented.



OFFICE OF INTERNAL AUDITS

SOUTH TEXAS COLLEGE

3201 W. Pecan Blvd. • McAllen, Texas 78501 • Office (956) 872-6709

March 11, 2025

Dr. Ricardo J. Solis, President
South Texas College
3201 W. Pecan Blvd.
McAllen, TX 78501

Dr. Solis,

As part of the fiscal year 2025 Audit Plan, the Office of Internal Audits completed the Senate Bill 17 Audit.

The objective of the audit was to review the College's compliance with Senate Bill 17 'Responsibility of Boards Regarding Diversity, Equity, and Inclusion Initiatives.'

We appreciated the assistance provided by South Texas College's management and other personnel. We hope the information and analyses presented in our report are helpful.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Khalil M. Abdullah".

Khalil M. Abdullah CPA, CIA, CGAP, MAcc
Chief Internal Auditor

cc: Ms. Mary Del Paz, Vice President of Finance and Administrative Services
Finance, Audit, and Human Resources Committee, South Texas College Board of Trustees

**SENATE BILL 17
AUDIT REPORT**



**SOUTH TEXAS
COLLEGE**

OFFICE OF INTERNAL AUDITS

March 11, 2025



Table of Contents

EXECUTIVE SUMMARY	4
BACKGROUND	5
AUDIT OBJECTIVE.....	5
AUDIT SCOPE & METHODOLOGY	5
AUDIT RESULTS.....	6
CONCLUSION.....	9



EXECUTIVE SUMMARY

The Senate Bill (SB) 17 Audit was included in the South Texas College Board of Trustee's fiscal year 2025 Audit Plan. The audit included a review of Texas Education Code 51.3525, Senate Bill 17 Guidance distributed by the College, and Guidance from the Texas Association of School Boards (TASB).

The objective of the audit was to review the College's compliance with Senate Bill 17 'Responsibility of Boards Regarding Diversity, Equity, and Inclusion Initiatives.'

The scope of the audit included activity from January 1, 2024 through December 31, 2024. The audit was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, any opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made.

Overall, it was determined that the College established an adequate system of internal controls over Senate Bill 17 Compliance and the following controls were observed:

- Efforts were made to educate faculty/staff on compliance requirements;
- The Institutional Equity Office was dissolved and appropriate adjustments were made to employees' job responsibilities;
- Adoption of multiple SB 17 related policies;
- The creation of an STC Senate Bill 17 webpage containing detailed information and links to guidance, the bill, and TASB FAQs on DEI initiatives;
- Establishment of certification procedures;
- Establishment of VP acknowledgment forms;
- Established 3rd party contractor relations procedures as well as a vendor acknowledgment form;



BACKGROUND

In 2023, Senate Bill 17, Responsibility of Governing Boards Regarding Diversity, Equity, and Inclusion Initiatives, was signed into law amending Texas Education Code (TEC) 51.3525. The law went into effect January 1, 2024. Under this law, public institutions of higher education are not permitted to engage in diversity, equity, and inclusion (DEI) activities. Prohibitions include:

- Establishing a DEI Office;
- Performing the duties of a DEI Office;
- Requiring or considering DEI statements;
- Establishing Preferences based on race, sex, color, ethnicity, or national origin;
- Requiring participation in DEI training;

TEC 51.3525 requires that the state auditor periodically conduct a compliance audit of each institution of higher education to determine whether the institution has spent state money in violation of SB 17. The schedule established by the state auditor must ensure that each institution of higher education is audited at least once every four years.

AUDIT OBJECTIVE

The objective of the audit was to review the College's compliance with Senate Bill 17 'Responsibility of Boards Regarding Diversity, Equity, and Inclusion.'

AUDIT SCOPE & METHODOLOGY

The scope of the audit included activity from January 1, 2024 through December 31, 2024. To accomplish the audit objective, we performed the following:

- Evaluated the College's readiness to certify compliance with Texas Education Code 51.5325;
- Interviewed key personnel including The Executive Director of HR, Director of Business Process and Accountability, Contracts and Regulatory Resources Officer, etc.;
- Obtained and reviewed relevant policies and procedures;
- Reviewed required employee trainings;



- Evaluated policy on the prohibition of establishing a DEI office and for hiring or assigning an employee or contracting with a third party to perform the duties of a DEI office;
- Reviewed communications distributed to faculty / staff related to educating them on SB 17 compliance;
- Reviewed job postings to ensure the removal of any DEI related statements;

AUDIT RESULTS

South Texas College made efforts to inform employees about Senate Bill 17. In July of 2024 the Vice President of Finance and Administrative Services' distributed information related to Senate Bill 17 compliance by Faculty/Staff News. The e-mail provided guidance along with a link to the College's website which included links to TASB frequently asked questions as well as other useful information. The College's SB 17 website posts the contact information for the College's Business Process and Accountability Office and encourages employees to contact them if they have questions related to SB 17 compliance.

Certification of Compliance:

Institutions may not spend appropriated funds until the Board of Trustees submits to the legislature and the Texas Higher Education Coordinating Board, a report certifying the Board's compliance with Texas Education Code 51.5325 during the preceding fiscal year. This applies beginning with funds appropriated for fiscal year starting September 1, 2024. Based on a review of supporting documentation, we were able to confirm that South Texas College's President and Chair of the Board of Trustees certified compliance with SB 17 on August 12, 2024.

Training:

Requiring DEI training as a condition of enrolling at the institution or performing any institution function is prohibited by SB 17. The College contracts with Vector LMS Higher Education Online Training to provide training for its employees. In order to ensure compliance with SB 17, The Executive Director of Human Resources and Talent Development along with one other employee from HR, reviewed each of the Vector training modules. They identified a training titled 'Diversity and Inclusion' that potentially could have created compliance issues with SB 17. That training was removed and is no longer required to be completed by STC Employees. Based on our review of the current list of trainings offered in FY 2023, 2024, and 2025 we were able to confirm that



the 'Diversity and Inclusion' training module is no longer offered to South Texas College employees.

DEI Office and Related Duties:

SB 17 compliance requires the closure of any office or units that are responsible for DEI initiatives and places a restriction on hiring or assigning employees to perform DEI related duties. After learning of the SB 17 requirements, STC management closed its Diversity, Equity, and Inclusion Office. Based on a review of budget information and confirmation from The Executive Director of Human Resources and Talent Development, we were able to confirm that there is no longer any budget associated with a DEI office at South Texas College. Additionally, there was a total of three (3) employees who previously worked within the DEI office. Their titles are listed below:

- Director of Institutional Equity, Title IX, and 504 Coordinator;
- Institutional Equity Manager;
- Institutional Equity Investigator.

Two out the three employees working in the office have since separated from the College to pursue other opportunities. The employee that remained had their job assignment adjusted and no longer has any responsibilities associated with DEI. Their job title was also changed. For example, their previous job title was 'Institutional Equity Investigator,' and now their title is 'Title IX and 504 Compliance Manager.' Based on our review, it was determined that the College dissolved its DEI office and took steps to ensure that employees' job titles and responsibilities were changed to comply with SB 17.

Hiring and Employment Practices:

Hiring and employment practices must exclude DEI statements and must not allow for preferential treatment on the basis of race, sex, color, ethnicity, or national origin to an applicant for employment, an employee, or a participant in any function of the institution. The Executive Director of Human Resources and Talent Development explained that DEI statements are not included in any South Texas College job postings.



Jobs posted on the College’s website after January 1, 2024 were reviewed. None of the postings contained a DEI related statement. Additionally, The Executive Director of Human Resources and Talent Development created the ‘Guidance for Search Committee Members on Compliance with Senate Bill 17’ form. This document is provided to all search committee members and provides information on what to do and what to avoid doing when evaluating potential employees. The form will help ensure that SB 17 compliance information is considered by the search committees when going through the process of hiring new employees at STC.

Policies and Procedures:

South Texas College established several policies related to SB 17 compliance, including the following:

- For employees:
 - DAA (LOCAL) – Employment Objectives: Equal Employment Opportunity
- For employee and contractor discipline respectively related to SB 17 noncompliance
 - DH (LOCAL) – Employee Standards of Conduct and CFE (LOCAL) – Purchasing and Acquisitions: Vendor Relations; and
- For students:
 - FA (LOCAL) – Equal Educational Opportunity

We determined that the policies adopted by the College align with requirements from TEC 51.3525. No exceptions were noted in this area.

Monitoring:

Division acknowledgment certification and compliance checklists are being established to obtain the certification of middle management as well as the Vice Presidents. The Department of Business Process and Accountability plans to perform an internal assessment on SB 17 compliance during fiscal year 2025.



CONCLUSION

Overall, it was determined that the College established adequate controls over SB 17 compliance. The DEI office was dissolved and employee titles and job responsibilities were appropriately adjusted; policies were established to ensure compliance; a certification process and procedures were put into place; employee's training modules were reviewed and adjusted; hiring practices were reviewed to ensure alignment with SB 17; and management is making plans to complete monitoring procedures related with compliance.

A handwritten signature in blue ink, appearing to read "Khalil M. Abdullah".

3/11/2025

Khalil M. Abdullah CPA, CIA, CGAP, MAcc
Chief Internal Auditor

Discussion and Action as Necessary on Resolutions #2025-010, #2025-011, and #2025-012 Regarding Services Provided to the Public by Students of Workforce Programs

Purpose Administration requests that the Committee recommend Board approval on resolutions #2025-010, #2025-011, and #2025-012 regarding services provided to the public by students of Cosmetology, Welding, and Automotive Workforce programs at less than fair market value.

Justification In a written legal opinion from O'Hanlon, Demerath & Castillo, South Texas College, through its Board of Trustees, may provide services to the public through students of Cosmetology, Welding, and Automotive Workforce programs at no cost. This should be done in conjunction with the adoption of a resolution that recites adherence to the South Texas College Policy CIB (Local) – Equipment and Supplies Management: Disposal of Property, specifically to the three-part test regarding the use of public funds. The three-part test requires the Board of Trustees to determine that the conveyance is not a gift of public funds by considering the following:

- a. The predominant purpose of the alternative method of disposal is to accomplish a public purpose, not to benefit private parties;
- b. The Board shall retain sufficient control over the disposed items to ensure the public purpose is accomplished and to protect the public's investment; and
- c. The College District shall receive a return benefit.

The resolution has been reviewed by the President, the Vice President and Provost for Academic Affairs and Economic Development, the Vice President for Finance and Administrative Services, and Mr. Mark Goulet, from O'Hanlon, Demerath & Castillo Law Firm.

Enclosed Documents Appendix A – Resolution #2025-010 – Cosmetology
Appendix B – Resolution #2025-011 – Welding
Appendix C – Resolution #2025-012 – Automotive

Staff Resource Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development
Mary Del Paz, Vice President for Finance and Administrative Services

Recommendation The Committee recommends Board approval on resolutions #2025-010, #2025-011, and #2025-012 regarding services provided to the public by students of Cosmetology, Welding, and Automotive Workforce programs, as presented.

- 2) Possesses sufficient budgetary controls through the College's faculty and staff to ensure that the public purpose is accomplished through the Cosmetology program design and implementation; and
- 3) That periodic reviews are conducted to ensure that the College receives a public benefit from the Cosmetology program expansion, including making adjustments as necessary to ensure this objective.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of South Texas College hereby,

1. Approves and adopts the findings and recitals in the Preamble of this Resolution as true and correct and authorizes and approves the offering of student services to the public as part of the Cosmetology program curriculum at no cost, in accordance with Policy CIB (Local) – Equipment and Supplies Management: Disposal of Property and the College's administrative procedures maintained by the Division of Academic Affairs and Economic Development and subject to the following conditions.
2. The Board finds that the Cosmetology program, which provides student-provided services to the public at no cost, serves an occupational and instructional public purpose by providing students with valuable training, experience, and skills required for licensure or course completion. In addition to the direct benefit to students, the expansion of the Cosmetology program will also likely benefit the College and the public by:
 - a. Avoiding the administrative burden for South Texas College of having to price services, handle receipts, collect sales tax, etc.;
 - b. Publicity for South Texas College Cosmetology program;
 - c. Cultivating a skilled workforce within the community;
 - d. Encouraging economic development and growth; and
 - e. Building goodwill in the community by providing needed services at no cost.
3. The public purpose is also served by the student-provided services subject to this Resolution. The services provided by the students generate significant return benefits for South Texas College, including facilitating student success, hands-on training experience, and reengagement, is expected to increase student retention and graduation rates. Students, families of students, the community, and the College will succeed by enhancing educational attainment and contributing to the development of a skilled workforce. The College will also receive a return on its investment by the enhancement to its reputation and standing within the community and beyond. The initiatives are also calculated to foster stronger community ties and reinforce STC's role as a pivotal institution in the region, thereby yielding long-term benefits that extend beyond the immediate financial investment.
4. The Board of Trustees shall require that all services be performed under the direct supervision of licensed and experienced instructors to ensure quality and safety, and

the completion of a waiver by customers acknowledging that students will perform the services.

5. The Board of Trustees authorizes staff to plan and implement administrative procedures for the offering of services to the public to enhance high-quality student education and training.
6. The Board of Trustees shall require that the respective faculty or staff oversee the offering of services, including student progress, public feedback, and budgetary oversight. This shall maintain sufficient control of the services provided to the public and the benefits provided to the Cosmetology students.
7. The Board of Trustees shall require that services offered through the Cosmetology program curriculum be evaluated periodically to determine the extent to which the public purpose is met to allow for the opportunity for adjustment as needed, to ensure that it continues to meet the goals of both student education and its primary public purpose.
8. The Board of Trustees declares that the primary objective of the services offered as part of the Cosmetology program curriculum is to directly support student success, which aligns with South Texas College's mission to provide accessible, affordable, and high-quality education.
9. The Board hereby authorizes administration to implement the necessary administrative procedures to carry out the services as presented.
10. This resolution shall take effect immediately upon its adoption and shall remain in effect until modified, amended, or rescinded by the Board of Trustees.

Members of the Board voted, PASSED, APPROVED, AND ADOPTED this on the _____ day of May 2025.

South Texas College

By: _____
Dr. Alejo Salinas, Jr.
Chair
Board of Trustees

ATTEST:

By: _____
Danny Guzman
Secretary
Board of Trustees

BOARD OF TRUSTEES FOR SOUTH TEXAS COLLEGE
RESOLUTION #2025-011 REGARDING SERVICES PROVIDED TO THE PUBLIC BY
STUDENTS OF THE WELDING PROGRAM

THE STATE OF TEXAS)
)
COUNTY OF HIDALGO)

On this the ____ day of May 2025, the Board of Trustees of South Texas College convened at a lawfully called and posted meeting, and with sufficient members present to constitute a quorum, and the Board of Trustees resolved as follows:

WHEREAS, the Board of Trustees of South Texas College recognizes the critical importance of providing accessible and affordable higher education to its students;

WHEREAS, the Board of Trustees understands the importance of providing high-quality education for its students;

WHEREAS, it is also vital for the College to provide students with hands-on experience and training in a real-world setting, while maintaining high standards of service and safety and enabling them to achieve their full potential;

WHEREAS, providing students participating in the Welding program with an opportunity to work on direct services to the public at no cost, is an intentional strategy to provide them with job training that will enhance their skills, allow them to gain practical experience, and give them an advantage as they seek future employment opportunities and promotions;

WHEREAS, the public will benefit from services performed by students with the understanding that these services will be under monitoring and supervision of qualified instructors; and

WHEREAS, the Board of Trustees of South Texas College finds that the enhancement of the Welding program to provide services to the public at no cost:

- 1) Serves a public purpose by providing students valuable occupational and instructional learning experiences;

- 2) Possesses sufficient budgetary controls through the College's faculty and staff to ensure that the public purpose is accomplished through the Welding program design and implementation; and
- 3) That periodic reviews are conducted to ensure that the College receives a public benefit from the Welding program expansion, including making adjustments as necessary to ensure this objective.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of South Texas College hereby,

1. Approves and adopts the findings and recitals in the Preamble of this Resolution as true and correct and authorizes and approves the offering of student services to the public as part of the Welding program curriculum at no cost, in accordance with Policy CIB (Local) – Equipment and Supplies Management: Disposal of Property and the College's administrative procedures maintained by the Division of Academic Affairs and Economic Development and subject to the following conditions.
2. The Board finds that the Welding program, which provides student-provided services to the public at no cost, serves an occupational and instructional public purpose by providing students with valuable training, experience, and skills required for licensure or course completion. In addition to the direct benefit to students, the expansion of the Welding program will also likely benefit the College and the public by:
 - a. Avoiding the administrative burden for South Texas College of having to price services, handle receipts, collect sales tax, etc.;
 - b. Publicity for South Texas College Welding program;
 - c. Cultivating a skilled workforce within the community;
 - d. Encouraging economic development and growth; and
 - e. Building goodwill in the community by providing needed services at no cost.
3. The public purpose is also served by the student-provided services subject to this Resolution. The services provided by the students generate significant return benefits for South Texas College. including facilitating student success, hands-on training experience, and reengagement is expected to increase student retention and graduation rates. Students, families of students, the community, and the College will succeed by enhancing educational attainment and contributing to the development of a skilled workforce. The College will also receive a return on its investment by the enhancement to its reputation and standing within the community and beyond. The initiatives are also calculated to foster stronger community ties and reinforce STC's role as a pivotal institution in the region, thereby yielding long-term benefits that extend beyond the immediate financial investment.
4. The Board of Trustees shall require that all services be performed under the direct supervision of licensed and experienced instructors to ensure quality and safety, and

the completion of a waiver by customers acknowledging that students will perform the services.

5. The Board of Trustees authorizes staff to plan and implement administrative procedures for the offering of services to the public to enhance high-quality student education and training.
6. The Board of Trustees shall require that the respective faculty or staff oversee the offering of services, including student progress, public feedback, and budgetary oversight. This shall maintain sufficient control of the services provided to the public and the benefits provided to the Welding students.
7. The Board of Trustees shall require that services offered through the Welding program curriculum be evaluated periodically to determine the extent to which the public purpose is met to allow for the opportunity for adjustment as needed, to ensure that it continues to meet the goals of both student education and its primary public purpose.
8. The Board of Trustees declares that the primary objective of the services offered as part of the Welding program curriculum is to directly support student success, which aligns with South Texas College's mission to provide accessible, affordable, and high-quality education.
9. The Board hereby authorizes administration to implement the necessary administrative procedures to carry out the services as presented.
10. This resolution shall take effect immediately upon its adoption and shall remain in effect until modified, amended, or rescinded by the Board of Trustees.

Members of the Board voted, PASSED, APPROVED, AND ADOPTED this on the _____ day of May 2025.

South Texas College

By: _____
Dr. Alejo Salinas, Jr.
Chair
Board of Trustees

ATTEST:

By: _____
Danny Guzman
Secretary
Board of Trustees

**BOARD OF TRUSTEES FOR SOUTH TEXAS COLLEGE
RESOLUTION #2025-012 REGARDING SERVICES PROVIDED TO THE PUBLIC BY
STUDENTS OF THE AUTOMOTIVE PROGRAM**

THE STATE OF TEXAS)
)
COUNTY OF HIDALGO)

On this the ____ day of May 2025, the Board of Trustees of South Texas College convened at a lawfully called and posted meeting, and with sufficient members present to constitute a quorum, and the Board of Trustees resolved as follows:

WHEREAS, the Board of Trustees of South Texas College recognizes the critical importance of providing accessible and affordable higher education to its students;

WHEREAS, the Board of Trustees understands the importance of providing high-quality education for its students;

WHEREAS, it is also vital for the College to provide students with hands-on experience and training in a real-world setting, while maintaining high standards of service and safety and enabling them to achieve their full potential;

WHEREAS, providing students participating in the Automotive program with an opportunity to work on direct services to the public at no cost, is an intentional strategy to provide them with job training that will enhance their skills, allow them to gain practical experience, and give them an advantage as they seek future employment opportunities and promotions;

WHEREAS, the public will benefit from services performed by students with the understanding that these services will be under monitoring and supervision of qualified instructors; and

WHEREAS, the Board of Trustees of South Texas College finds that the enhancement of the Automotive program to provide services to the public at no cost:

- 1) Serves a public purpose by providing students valuable occupational and instructional learning experiences;

- 2) Possesses sufficient budgetary controls through the College's faculty and staff to ensure that the public purpose is accomplished through the Automotive program design and implementation; and
- 3) That periodic reviews are conducted to ensure that the College receives a public benefit from the Automotive program expansion, including making adjustments as necessary to ensure this objective.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of South Texas College hereby,

1. Approves and adopts the findings and recitals in the Preamble of this Resolution as true and correct and authorizes and approves the offering of student services to the public as part of the Automotive program curriculum at no cost, in accordance with Policy CIB (Local) – Equipment and Supplies Management: Disposal of Property and the College's administrative procedures maintained by the Division of Academic Affairs and Economic Development and subject to the following conditions.
2. The Board finds that the Automotive program, which provides student-provided services to the public at no cost, serves an occupational and instructional public purpose by providing students with valuable training, experience, and skills required for licensure or course completion. In addition to the direct benefit to students, the expansion of the Automotive program will also likely benefit the College and the public by:
 - a. Avoiding the administrative burden for South Texas College of having to price services, handle receipts, collect sales tax, etc.;
 - b. Publicity for South Texas College Automotive program;
 - c. Cultivating a skilled workforce within the community;
 - d. Encouraging economic development and growth; and
 - e. Building goodwill in the community by providing needed services at no cost.
3. The public purpose is also served by the student-provided services subject to this Resolution. The services provided by the students generate significant return benefits for South Texas College, including facilitating student success, hands-on training experience, and reengagement, is expected to increase student retention and graduation rates. Students, families of students, the community, and the College will succeed by enhancing educational attainment and contributing to the development of a skilled workforce. The College will also receive a return on its investment by the enhancement to its reputation and standing within the community and beyond. The initiatives are also calculated to foster stronger community ties and reinforce STC's role as a pivotal institution in the region, thereby yielding long-term benefits that extend beyond the immediate financial investment.
4. The Board of Trustees shall require that all services be performed under the direct supervision of licensed and experienced instructors to ensure quality and safety, and

the completion of a waiver by customers acknowledging that students will perform the services.

5. The Board of Trustees authorizes staff to plan and implement administrative procedures for the offering of services to the public to enhance high-quality student education and training.
6. The Board of Trustees shall require that the respective faculty or staff oversee the offering of services, including student progress, public feedback, and budgetary oversight. This shall maintain sufficient control of the services provided to the public and the benefits provided to the Automotive students.
7. The Board of Trustees shall require that services offered through the Automotive program curriculum be evaluated periodically to determine the extent to which the public purpose is met to allow for the opportunity for adjustment as needed, to ensure that it continues to meet the goals of both student education and its primary public purpose.
8. The Board of Trustees declares that the primary objective of the services offered as part of the Automotive program curriculum is to directly support student success, which aligns with South Texas College's mission to provide accessible, affordable, and high-quality education.
9. The Board hereby authorizes administration to implement the necessary administrative procedures to carry out the services as presented.
10. This resolution shall take effect immediately upon its adoption and shall remain in effect until modified, amended, or rescinded by the Board of Trustees.

Members of the Board voted, PASSED, APPROVED, AND ADOPTED this on the _____ day of May 2025.

South Texas College

By: _____
Dr. Alejo Salinas, Jr.
Chair
Board of Trustees

ATTEST:

By: _____
Danny Guzman
Secretary
Board of Trustees

Review and Recommend Action to Revise Local Policy

- Purpose** To revise the local policy listed in Appendix A to align with College operations.
- Justification** The local policy was revised to reflect the updates to the College’s internal operations. Below is a justification for the revised local policy.
- Enclosed Documents** Appendix A – Policy and justification
 Appendix B – Policy
- Staff Resource** Mary Del Paz, Vice President for Finance and Administrative Services
 Zach Suarez, Executive Director for Human Resources and Talent Development
- Recommendation** The Committee recommends Board approval to revise Policy DGBA (LOCAL) – Personnel-Management Relations: Employee Grievances, as presented, and which supersedes any previously adopted Board policy.

Appendix A

Revised Policies	Justification
Policy DGBA (LOCAL) – Personnel-Management Relations: Employee Grievances	This policy revision serves to provide explicit clarification that the decision rendered by the Level Two Administrator constitutes the final resolution under this policy and is not subject to further appeal.

Appendix B

Policies follow in the packet.

**Employee
Grievances**

College District employees have the right to present grievances concerning their wages, hours of employment, or conditions of work, either individually or through a representative that does not claim the right to strike. Employees can seek to redress a grievance by filing a complaint in accordance with this policy.

Guiding Principles
Informal Process

The Board encourages employees to discuss their concerns with their supervisor or other appropriate administrator who has the authority to address the concerns.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Even after initiating the formal grievance process, the College District encourages employees to seek informal resolution of concerns. An employee whose concerns are resolved may withdraw a formal grievance at any time. Informal resolution should not extend any deadlines in this policy, except by mutual written consent.

Definition

A complaint or grievance is defined as an unresolved issue concerning an employee's wages, hours of employment, unlawful dismissal/contract termination, or conditions of work.

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Notification of Rights

The College District shall inform employees of this policy through appropriate College District publications.

The processes described in this policy shall not create new or additional rights beyond those granted by law or other Board policies.

**Freedom from
Retaliation**

Neither the Board nor any College District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.

**Whistleblower
Complaints**

Employees shall file whistleblower complaints within the time specified by law. Such complaints shall first be filed in accordance with initiating grievances at Level Two, below. Timelines for the employee and the College District set out in this policy may be shortened to allow the College President to make a final decision within 60 days of the initiation of the complaint. [See DG(LEGAL)]

**Other Complaint
Processes**

Employees shall file complaints according to the procedures established by the College President, except as required by law. For complaints protected by law within this policy, employees shall file according to the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA(LOCAL) after the relevant complaint process:

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE GRIEVANCES

DGBA
(LOCAL)

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability). [See DIAA and DIAB]
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violations of Title VII. [See DIAA and DIAB]
3. Complaints concerning retaliation relating to discrimination and harassment. [See DIAA and DIAB]
4. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CHA]
5. Complaints concerning an employment preference for former foster children. [See DC]
6. Complaints arising from the dismissal of term contract faculty members. [See DMAA]
7. Complaints concerning the nonrenewal or termination of term contract faculty members. [See DMAB]

General Provisions

Filing

Employees shall file grievances and appeals in writing to the office of human resources (OHR). The College District shall provide an appropriate filing form in electronic format. An employee shall file a grievance within 10 calendar days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the grievance.

Employees may file complaints and supporting documentation electronically via the College District's complaint submission webpage. Electronic filings shall be timely if the OHR receives the filing by the close of business on the deadline, as indicated by the date/time shown on the electronic communication.

The employee shall attach copies of any documents that support the grievance to the complaint form. If the employee does not have copies, the employee may present the original documents at the Level One conference. After the Level One conference, the employee may not submit new documents unless the employee did not know the documents existed before the Level One conference.

The College District may dismiss any grievance form that an employee submits as incomplete in any material aspect. The employee may refile the grievance with all the required information if the refile is within the designated time limit.

Scheduling
Conferences

The College District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE GRIEVANCES

DGBA
(LOCAL)

appear at a scheduled conference, the College District may hold the conference and issue a decision in the employee's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" means any person or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.

The employee may designate a representative through written notice at any level of this process. If the employee designates a representative with fewer than three days' notice to the College District before a scheduled conference, the College District may reschedule the conference to a later date, if desired, in order to include the College District's counsel. The College District may be represented by counsel at any level of the process.

**Consolidating
Complaints**

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the College District may consolidate the complaints.

Time Limits and Cost

All time limits shall be strictly complied with, unless extended by mutual written consent signed by both parties or by extenuating circumstances that are properly documented with the OHR and shared with both parties. A College District working day is defined as a day that the College District at large is open and conducting business. Announcing a decision in the employee's presence constitutes communication of the decision. Each party shall pay its own costs incurred during the course of the grievance, including attorney fees.

Grievance Process

Level One

The Level One administrator shall be the lowest level administrator in the employee's chain of command with the authority to remedy the alleged problem. If that administrator is the vice president in the

employee's chain of command or the College President, the grievance procedure shall begin at Level Two, as appropriate.

The Level One procedure is as follows:

1. The administrator may investigate as necessary and shall schedule a conference with the employee within 15 calendar days after the grievance filing date.
2. The administrator may set reasonable time limits for the conference. The administrator may issue a decision on the basis of the written complaint in instances where an employee is unwilling to conference with the Level One administrator.
3. Absent extenuating circumstances, the administrator may provide the employee a written response within 15 calendar days following the conference stating whether the grievance is being granted or not. If the grievance is being granted, the administrator will inform the employee whether the relief requested is being granted either in whole or in part or whether an alternate form of relief is being offered. In reaching a decision, the administrator may consider information provided at the grievance conference and any other relevant documents or information the administrator believes will help resolve the grievance.
4. The administrator shall forward to the OHR or designee:
 - a. All documents submitted by the employee at Level One, if applicable;
 - b. The written response issued at Level One, if any, and any attachments; and
 - c. All other documents relied upon by the Level One administrator in reaching the Level One decision.

Level Two

Vice President

If the employee did not receive the relief requested at Level One or if the time for a response from the Level One administrator has expired, the employee may request a conference with the vice president or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the College District, within 10 calendar days of the date of the written Level One response or, if no response was received, within 15 calendar days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall forward to the Level Two administrator:

1. The original complaint form and any attachments;

2. All other documents submitted by the employee at Level One;
3. The written response issued at Level One, if any, and any attachments; and
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator may schedule a conference within 15 calendar days after the appeal notice is filed. The conference shall be limited to the issues and documents presented by the employee at Level One and identified in the Level Two appeal notice. At the conference, the employee may provide information concerning any documents or information made part of the Level One conference. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator may provide the employee a written response within 30 calendar days following the conference or 30 calendar days after the appeal notice is received. In reaching a decision, the Level Two administrator may consider information provided at the Level One conference, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint. **The employee complaint decision of the Vice-President is final and not appealable under this policy.**

College President

In instances where the respective department does not have a vice president, the employee may present the written complaint to the College President. A complaint concerning the proposed termination of an at-will employee may be presented to the College President if the employee has alleged unlawful retaliation, harassment, or discrimination in the complaint.

If the complaint is not resolved to the employee's satisfaction at Level One, and if the employee's supervisor is a vice president or the employee's respective department does not have a vice president, the employee may present the complaint to the College President. The complaint shall be submitted to the College President not later than 10 calendar days from the date of the decision at Level One. The employee shall provide a clear and concise statement detailing the reason(s) why the Level One decision was not acceptable to the employee.

The College President may consult with the executive director of human resources or designee and may, not later than 30 calendar days following receipt of the complaint, issue a written decision, which shall be mailed and/or emailed to the employee. The decision of the College President may grant or deny the remedy being

requested by the employee, or offer an alternative resolution. The employee complaint decision of the College President is final and not appealable under this policy.

Public Comment to the Board

Nothing in this policy precludes an employee who has exhausted the procedures in this policy from addressing the Board of Trustees at the next regular public meeting in accordance with the provision for hearing of citizens. The Board is not required to take any action concerning a grievance but will listen to the employee's concerns. [See BDB]

Proposed Termination of an At-Will Employee

An at-will employee who is proposed for termination may file a complaint concerning the proposed termination directly with the College President, bypassing Level One and Level Two (vice president), if the employee's complaint alleges that the proposed termination constitutes unlawful retaliation, harassment, or discrimination. A complaint concerning the proposed termination of an at-will employee may be presented to the College President within three working days from the date the employee was informed of the proposed termination. The decision of the College President is final and not appealable under this policy.

Retaliation

The College District prohibits retaliation against an employee who files a complaint or grievance under this policy, serves as a witness, or otherwise participates in an investigation. The provisions of the policy do not extend into a due process procedure.

The policy is an internal procedure designed to provide employees with the opportunity to address complaints.

Other Grievance Provisions

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor is it intended to create constitutional due process rights or to require a full evidentiary hearing or "mini-trial" at any level.

Complaints arising out of an event or a series of related events that occurred prior to the filing of the complaint shall be addressed in one complaint.

Employees shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Employees who have identical grievances and who seek the same remedy may jointly file a group grievance. A group grievance must be signed by all of the employees in a group and be presented by a representative of the group. The grievance must identify the person acting as the representative of the group. The group representative may be one of the employees in the group or some other

person or entity chosen by the group. Any communications regarding the grievance between the College District and the employee group and any decision regarding disposition of the grievance shall be made through the group representative only.

Malicious, false, or frivolous complaints are a violation of the College District's standards of conduct and may be cause for corrective action.

Any supervisor or management official with responsibility for hearing a grievance at Level One or Level Two who knowingly fails to conduct a conference with the grievant within the time period prescribed by this policy may be subject to disciplinary action.

Review and Recommend Action to Adopt New Personnel Policies and Retire Current Policies

- Purpose** To adopt the new Personnel Policies and retire the current policies to align with the Texas Association of School Boards (TASB) policy manual.
- Justification** To provide the new policies in the TASB standardized format. In addition to the policies and, as applicable, internal procedures are currently in place and will continue to be enhanced.
- The new and retired policies have been reviewed by staff, administrators, TASB staff, STC Legal Counsel, and the Vice President for Finance and Administrative Services.
- At the time of publication, Policies DIAA (Local) and FFDA were not available. These Policies will be provided on the day of the Committee meeting.
- Enclosed Documents** Appendix A – List of New and Retired Policies
 Appendix B – New Policies
- Staff Resource** Mary Del Paz, Vice President for Finance and Administrative Services
 Dr. Zachary Suarez, Executive Director of Human Resources and Talent Development
- Recommendation** The Committee recommends Board approval to adopt the new Personnel Policies and retire the current policies as presented, and which supersedes any previously adopted Board policy.

Appendix A

List of New and Retired Policies

Adopt New Policy	Retired Policy(ies)	Retired Policy Content Transition
A-1. DIAA (LOCAL) – Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence	A-2. Policy # 4216: Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	All of the content from the retired policy is included in either a procedure, handbook, manual, etc.

Adopt New Policy	Retired Policy(ies)	Retired Policy Content Transition
B-1. DIAB (LOCAL) – Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics	B-2. Policy 4206: Discrimination in Employment Prohibited B-3. Policy 4216: Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	All of the content from the retired policy is included in either a procedure, handbook, manual, etc.
C-1. FFDA (LOCAL) – Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence	C-2. Policy 4216: Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	All of the content from the retired policy is included in either a procedure, handbook, manual, etc.
D-1. FFDB (LOCAL) – Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics	D-2. Policy 4206: Discrimination in Employment Prohibited D-3. Policy 4216: Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	All of the content from the retired policy is included in either a procedure, handbook, manual, etc.

Appendix B

New policies follow in the packet.

Note: This policy addresses complaints of discrimination, harassment, and retaliation based on race, color, national origin, religion, age, or disability targeting employees. For legally referenced material relating to this subject matter, see DAA(LEGAL). For discrimination, harassment, and retaliation of students based on race, color, national origin, religion, age, or disability, see FFDB.

Statement of Nondiscrimination

The College District prohibits discrimination, including harassment, against any employee on the basis of race, color, national origin, religion, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, national origin, religion, age, disability, or any other basis prohibited by law, that adversely affects the employee's employment.

Harassment

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's race, color, religion, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee's performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other stereotypes; or other types of aggressive conduct such as theft or damage to property.

Retaliation

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

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

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Reporting Procedures

An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her immediate supervisor.

Alternatively, the employee may report the alleged acts to one of the College District officials below.

For the purposes of this policy, College District officials are the ADA/Section 504 coordinator and the College President.

Definition of College District Officials

ADA / Section 504
Coordinator

The College District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Todd C. Nelson
Position: Contracts and Regulatory Resources Officer-Title IX & 504 Coordinator
Address: 3201 W. Pecan Blvd. McAllen, TX 78501
Telephone: 956-872-4664

Other Anti-discrimination Laws

The College President or designee shall serve as coordinator for purposes of College District compliance with all other antidiscrimination laws.

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the ADA/Section 504 coordinator, may be directed to the College President or designee.

A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the College District's ability to investigate and address the prohibited conduct.

Notice of Report

Any College District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate College District official listed above and take any other steps required by this policy.

Investigation of the Report

The College District may request, but shall not insist upon, a written report. If a report is made orally, the College District official shall reduce the report to written form.

Upon receipt or notice of a report, the College District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

If the College District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the College District official shall refer the complaint for consideration under the appropriate policy.

If appropriate, the College District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

The investigation may be conducted by the College District official or a designee or by a third party designated by the College District, such as an attorney. When appropriate, the supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten College District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the College District official overseeing the investigation.

**College District
Action**

If the results of an investigation indicate that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The College District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, the College District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A party who is dissatisfied with the outcome of the investigation may appeal through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members]

The party may have a right to file a complaint with appropriate state or federal agencies.

Records Retention

Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]

**Access to Policy,
Procedures, and
Related Materials**

Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed annually to College District employees and students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials shall also be prominently published on the College District's website, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to an employee who makes a report.

Note: This policy addresses complaints of discrimination, harassment, and retaliation based on race, color, national origin, religion, age, or disability targeting students. For legally referenced material relating to this subject matter, see FA(LEGAL). For discrimination, harassment, and retaliation targeting employees based on race, color, national origin, religion, age, or disability, see DIAB.

Statement of Nondiscrimination The College District prohibits discrimination, including harassment, against any student on the basis of race, color, national origin, disability, religion, age, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy and is prohibited.

Discrimination Discrimination against a student is defined as conduct directed at a student on the basis of race, color, national origin, disability, religion, age, or on any other basis prohibited by law, that adversely affects the student.

Prohibited Harassment Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, national origin, disability, age, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct limits or denies a student's ability to participate in or benefit from the College District's educational program.

Examples Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

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

Examples Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claims A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a College District investigation

regarding discrimination or harassment shall be subject to appropriate disciplinary action.

Prohibited Conduct In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Reporting Procedures
Student Report Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a responsible employee.

Employee Report Any College District employee who suspects and any responsible employee who receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate College District official listed in this policy and shall take any other steps required by this policy.

Exceptions A person who holds a professional license requiring confidentiality, such as a counselor, or who is supervised by such a person shall not be required to disclose a report of prohibited conduct without the student’s consent.

A person who is a nonprofessional counselor or advocate designated in administrative procedures as a confidential source shall not be required to disclose information regarding an incident of prohibited conduct that constitutes personally identifiable information about a student or other information that would indicate the student’s identity without the student’s consent, unless the person is disclosing information as required for inclusion in the College District’s annual security report under the Clery Act. [See GCC]

Responsible Employee For purposes of this policy, a “responsible employee” is an employee:

1. Who has the authority to remedy prohibited conduct.
2. Who has been given the duty of reporting incidents of prohibited conduct.
3. Whom a student reasonably believes has the authority to remedy prohibited conduct or has been given the duty of reporting incidents of prohibited conduct.

The College District designates the following persons as responsible employees: any instructor, any administrator, or any College District official defined below.

Definition of College District Officials For the purposes of this policy, College District officials are the ADA/Section 504 coordinator and the College President.

ADA / Section 504
Coordinator

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The College District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Todd C. Nelson
Position: Contracts and Regulatory Resources Officer-Title IX & 504 Coordinator
Address: 3201 W. Pecan Blvd. McAllen, TX 78501
Telephone: 956-872-4664

Other Anti-discrimination Laws

The College President or designee shall serve as coordinator for purposes of College District compliance with all other antidiscrimination laws.

Alternative Reporting Procedures

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the ADA/Section 504 coordinator, may be directed to the College President.

A report against the College President may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the College District's ability to investigate and address the prohibited conduct.

Investigation of the Report

The College District may request, but shall not require, a written report. If a report is made orally, the College District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the College District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the College District official shall immediately authorize or undertake an investigation, except as provided below at Criminal Investigation.

If the College District official determines that the allegations, if proven, would not constitute prohibited conduct as defined by this policy but may constitute a violation of other College District rules or regulations, the College District official shall refer the complaint for consideration under the appropriate policy.

Interim Action	If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the College District shall promptly take interim action calculated to address prohibited conduct prior to the completion of the College District's investigation.
College District Investigation	<p>The investigation may be conducted by the College District official or a designee or by a third party designated by the College District, such as an attorney. The investigator shall have received appropriate training regarding the issues related to the complaint and the relevant College District's policy and procedures.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Criminal Investigation	If a law enforcement or regulatory agency notifies the College District that a criminal or regulatory investigation has been initiated, the College District shall confer with the agency to determine if the College District's investigation would impede the criminal or regulatory investigation. The College District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has completed gathering its evidence, the College District shall promptly resume its investigation.
Concluding the Investigation	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the College District to delay its investigation, the investigation should be completed within ten College District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall be filed with the College District official overseeing the investigation.</p>
<i>Notification of the Outcome</i>	The College District shall provide written notice of the outcome, within the extent permitted by the Family Educational Rights and Privacy Act (FERPA) or other law, to the victim and the person against whom the complaint is filed.
College District Action	If the results of an investigation indicate that prohibited conduct occurred, the College District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct, in accordance with College District policy and procedures [see FM and FMA].
Prohibited Conduct	

<i>Corrective Action</i>	Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the College District community, counseling for the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving students in efforts to identify problems and improve the College District climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the College District's policy against discrimination and harassment.
Improper Conduct	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct, the College District may take disciplinary action in accordance with College District policy and procedures or other corrective action reasonably calculated to address the conduct.
Confidentiality	To the greatest extent possible, the College District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
Appeal	A party who is dissatisfied with the outcome of the investigation may appeal through the applicable grievance policy beginning at the appropriate level. [See DGBA(LOCAL) for employees, FLD(LOCAL) for students, and GB(LOCAL) for community members] A party shall be informed of his or her right to file a complaint with the U.S. Department of Education Office for Civil Rights.
Records Retention	Retention of records shall be in accordance with the College District's records retention procedures. [See CIA]
Access to Policy, Procedures, and Related Materials	Information regarding this policy and any accompanying procedures, as well as relevant educational and resource materials concerning the topics discussed in this policy, shall be distributed annually to College District employees and students in compliance with law and in a manner calculated to provide easy access and wide distribution, such as through electronic distribution and inclusion in the employee and student handbooks and other major College District publications. Information regarding the policy, procedures, and related materials shall also be prominently published on the College District's website, taking into account applicable legal requirements. Copies of the policy and procedures shall be readily available at the College District's administrative offices and shall be distributed to a student who makes a report.

MANUAL OF POLICY

Title	Discrimination in Employment Prohibited	4206
Legal Authority	Approval of the Board of Trustees	Page 1 of 3
Date Approved by Board	Board Minute Order dated June 20, 2018	

A. Title VII of the Civil Rights Act of 1964 (Title VII).

Title VII is a federal law that prohibits employers from discriminating against employees on the basis of sex (including gender identity and sexual orientation), race, color, national origin, and religion. Title VII provides, in pertinent part, that it is an unlawful employment practice for an employer:

- (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
- (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin

B. Age Discrimination in Employment Act of 1967, as amended (ADEA).

The ADEA protects individuals who are 40 years of age and older from discrimination in employment that is based on the individual's age. Under this Act, it is unlawful for an employer to discriminate against an employee or applicant for employment who is 40 years of age or older because of the person's age with respect to any term, condition, or privilege of employment, such as hiring, promotion, demotion, firing, pay, or fringe benefits. The ADEA provides, in pertinent part, that it is unlawful for an employer:

- (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;
- (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or
- (3) to reduce the wage rate of any employee in order to comply with the ADEA.

MANUAL OF POLICY

Title	Discrimination in Employment Prohibited	4206
Legal Authority	Approval of the Board of Trustees	Page 2 of 3

C. Harassment

Harassment is discriminatory conduct which includes verbal, physical and visual conduct that is severe or pervasive enough to create a work environment for an employee that a reasonable person would consider intimidating, hostile, offensive or abusive. Harassment is a form of discrimination made unlawful by Title VII when 1) the offensive conduct is directed against an employee based on the employee's sex (including gender identity and sexual orientation), race, color, national origin, and religion; and 2) enduring the offensive conduct becomes a condition of continued employment for the employee. This offensive conduct is also a form of discrimination made unlawful by the ADEA when 1) the offensive conduct is directed against an employee who is 40 years of age or older based on the employee's age; and 2) enduring the offensive conduct becomes a condition of continued employment for the employee.

D. Retaliation

Title VII contains anti-retaliation provisions which provide that it is unlawful for an employer to discriminate against any employee or applicant for employment because such individual has opposed any practice made unlawful by Title VII, or because such individual, has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, hearing or litigation under Title VII.

The ADEA contains anti-retaliation provisions which provide that it is unlawful for an employer to discriminate against any employee or applicant for employment because such individual has opposed any practice made unlawful by the ADEA, or because such individual, has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, hearing or litigation under the ADEA.

E. Discrimination in Employment Prohibited

The South Texas College is committed to complying with Title VII and the ADEA, and prohibits its employees from engaging in any discriminatory conduct made unlawful by Title VII or by the ADEA.

The College disapproves of and will not tolerate discrimination against any employee or applicant for employment. It is the policy of the College that any practice or behavior that constitutes discrimination in violation of Title VII or of the ADEA will be subject to disciplinary action, including dismissal from employment.

MANUAL OF POLICY

Title	Discrimination in Employment Prohibited	4206
Legal Authority	Approval of the Board of Trustees	Page 3 of 3

F. Discrimination Complaint Procedure.

Any employee who believes that she or he has been discriminated against with respect to any term, condition, or privilege of employment in violation of this policy, Title VII, and/or the ADEA should promptly report the matter, in writing, to the attention of the Director of Human Resources for South Texas College.

Each complaint filed shall be taken seriously and promptly investigated. The investigation shall be conducted by the Director of Human Resources or her/his designee. Employees are expected to fully cooperate with any internal investigation of complaints filed under this policy. Written findings of the results of any investigation of a discrimination complaint and of the remedial actions proposed and/or taken, if any, shall be provided to the complainant and the respondent, and shall be placed in their respective personnel files.

Regardless of the outcome of the investigation, no employee who participated or assisted in any manner in the investigation of a complaint under this policy shall be subject to harassment or retaliation from the College for participating or assisting in the investigation.

G. Remedies Cumulative.

An employee shall not be required to file a complaint under this policy or to exhaust the complaint procedure under this policy prior to filing a complaint with the U.S. Equal Employment Commission. An employee who files a complaint under this policy and obtains the desired relief shall not be precluded from filing a timely complaint regarding the same or other matter with the U.S. Equal Employment Commission.

Nothing in this policy shall be construed as extending the time period provided by law for an employee to file any charge or complaint of discrimination with the U.S. Equal Employment Commission.

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 1 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

I. Purpose

The purpose of this policy is to ensure compliance with the anti-discrimination provisions of Title IX of the Education Amendments Act of 1972 and its implementing regulations (hereinafter “Title IX”) and to ensure compliance with Subchapters E-2 and E-3 of Chapter 51 of the Texas Education Code (hereinafter “Chapter 51”). The purpose of this policy is also to adopt and publish grievance and disciplinary procedures to ensure a prompt, fair, and equitable resolution of complaints arising under this policy for all parties involved.

II. Definitions

As used herein, the following terms shall have the meaning assigned:

“Complainant” means a student or employee who is alleged to be the victim of conduct that could constitute sexual harassment, sexual assault, dating violence, domestic violence, stalking, or retaliation for engaging in a protected activity.

“Confidential Employee/Student Advisor” means an employee or a student designated by the College as being a confidential resource to whom reports of sex discrimination, sexual harassment, sexual assault, dating violence, domestic violence, stalking, or retaliation may be made and who are not obligated to report complaints of such incidents to the Title IX Coordinator or a Deputy Title IX Coordinator, but are required to communicate details of such incidents in a manner that does not reveal the identity of the alleged victim.

“Formal Complaint” means a document filed by a Complainant or signed by the Title IX Coordinator or a Deputy Title IX Coordinator alleging sexual harassment, sexual assault, dating violence, domestic violence or stalking against a Respondent and requesting that the College investigate the allegations in the complaint. A document filed by the complainant as a formal complaint includes an electronic submission (such as by electronic mail or through an online portal provided for this purpose by the College) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or an activity of the College. When the Title IX Coordinator or a Deputy Title IX Coordinator signs a Formal Complaint, the Title IX Coordinator or a Deputy Title IX Coordinator is not a complainant or otherwise a party in the process.

“Mandatory/Responsible Reporter” means an employee of the College who is obligated by policy to share knowledge, notice, and/or reports of conduct constituting sex discrimination, sexual harassment, sexual assault, domestic violence, dating violence and/or retaliation with the Title IX Coordinator or the Deputy Title IX Coordinator.

All employees of the College are mandatory reporters except employees designated as being Confidential.

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 2 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

“Protected Activity” means exercising a right under this policy such as (1) making a report or filing a formal complaint; or (2) cooperating with or participating in an investigation; or (3) participating in a disciplinary process or a judicial proceeding relating to a Report or a Formal Complaint made by a student or employee under this policy; or (4) opposing, in good faith, any conduct that would be in violation of this policy. This does not apply to a student or employee who participates in an investigation, disciplinary process, or judicial proceeding relating to a Report or Formal Complaint alleging that the student or employee is the Respondent.

“Report” means a document (i) filed by a witness to an alleged incident of sexual harassment, sexual assault, dating violence, domestic violence, stalking, alleging sexual harassment, sexual assault, dating violence or stalking; or (ii) filed with a Confidential Employee or a Student Advocate by a complainant who desires to withhold disclosure of his or her identity and only confidentially discuss the alleged sexual harassment, sexual assault, dating violence or stalking in confidence without the complaint being investigated by the College.

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, sexual assault, dating violence, domestic violence, stalking, or retaliation.

“Supportive measures” means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The recipient must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide the supportive measures. The Title IX Coordinator or a Deputy Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

“Title IX Coordinator” is at least one official designated by the College to ensure compliance with Title IX, the College's Title IX program, and Chapter 51. References to the Title IX Coordinator throughout this policy may also encompass a designee or Deputy Title IX Coordinator of the Coordinator for specific tasks.

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 3 of 23

Date Approved by Board As Amended by Board Minute Order dated October 26, 2021

III. Title IX Prohibits Discrimination on the Basis of Sex

South Texas College (hereinafter the “College”) does not discriminate or tolerate discrimination against any employee, applicant for employment, student, or applicant for admission on the basis of sex in the education program or activity that it operates, and it is prohibited by Title IX and its implementing regulations from discriminating in such a manner. This non-discrimination requirement in its education program or activity extends to student recruitment and admission and to employment of personnel. Any inquiries from students (including parents, guardians, or conservators of minor students), employees, or the general public about the application of Title IX and its implementing regulations to the College may be referred to the College’s Title IX Coordinator or Deputy Title IX Coordinator, to the Assistant Secretary of the U.S. Department of Education, or to both. A violation of this policy by any person is subject to disciplinary action up to and including expulsion from the College or termination from employment.

IV. Title IX Prohibits Sex Discrimination / Sexual Harassment

A. Sex Discrimination

Under Title IX, sex discrimination involves exclusion from or different treatment on the basis of sex in such College activities as recruitment, admission, financial aid, work-study, athletics, counseling, or employment. Sex discrimination may also take the form of sexual harassment which can encompass sexual assault, dating violence, domestic violence, or stalking. South Texas College is committed to eradicating all forms of sex-based discrimination including sexual harassment and prohibits its employees and students from engaging in such conduct. Sexual Harassment can occur in any sex or gender configuration without regard to gender identity, gender expression or sexual orientation and may include off-campus or online conduct. Any person who violates this policy is subject to disciplinary action up to and including expulsion from the College or termination from employment.

B. Sexual Harassment

Under Title IX, sexual harassment (hereinafter “Sexual Harassment”) is considered a form of sex-based discrimination. The Title IX implementing regulations define sexual harassment as conduct on the basis of sex that satisfies one or more of the following:

1. **Quid Pro Quo harassment.** This occurs when an employee of the College conditions the provision of an aid, benefit, or service of the College on an individual's participation in unwelcome sexual conduct;
2. **Unwelcome conduct.** This is conduct that a reasonable person would find to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the College’s education program or activity; or

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 4 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

3. **“Sexual assault”** as defined in 20 U.S.C. 1092(f)(6)(A)(v), **“dating violence”** as defined in 34 U.S.C. 12291(a)(10), **“domestic violence”** as defined in 34 U.S.C. 12291(a)(8), or **“stalking”** as defined in 34 U.S.C. 12291(a)(30).

V. **Sexual Harassment and other Prohibited Behavior under Chapter 51**

Subchapters E-2 and E-3 of Chapter 51, Texas Education Code (hereinafter “Chapter 51”) require that the College adopt a policy prohibiting sexual harassment, sexual assault, dating violence, and stalking that is applicable to each student enrolled at and each employee of the College.

A. **Sexual Harassment**

Chapter 51 defines sexual harassment, as follows:

1. **Sexual Harassment** - means unwelcome, sex-based verbal or physical conduct that:
 - a) In the employment context, unreasonably interferes with a person's work performance or creates an intimidating, hostile, or offensive work environment; or
 - b) In the education context, is sufficiently severe, persistent, or pervasive that the conduct interferes with a student's ability to participate in or benefit from educational programs or activities at a postsecondary educational institution.

B. **Other Prohibited Behavior under Chapter 51**

Chapter 51 also prohibits the following behavior (hereinafter “Prohibited Behavior”):

1. **Sexual Assault** - means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
2. **Dating Violence** - means physical violence or verbal abuse committed by a person.
 - a. against a victim with whom the person is or has been in a social relationship of a romantic or intimate nature;
 - b. is intended to result in physical harm, bodily injury, assault, mental anguish, mental pain, emotional distress, or sexual assault or that is a threat that reasonably places the victim in fear of imminent physical

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 5 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

- harm, bodily injury, assault, or sexual assault; and
- c. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship.
 - ii. The type of relationship.
 - ii. The frequency of interaction between the persons involved in the relationship.
- 3. **Stalking** - means engaging in any act or course of conduct that is directed at a specific person that would cause a reasonable person to:
 - a. fear for his or her safety or the safety of others; or
 - b. suffer substantial emotional distress.

VI. **Sexual Violence and Consent, Coercion, & Incapacitation**

Sexual violence is a form of sexual harassment or sexual assault that includes physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent.

Consent

Consent is knowing, voluntary, and clear permission, by word or action, to engage in mutually agreed upon sexual activity. It is the responsibility of each party to make certain that the other has consented before engaging in the activity. Consent can be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated and the activity should cease immediately or within a reasonable time. Resistance to engaging in sexual activity is a clear demonstration of non-consent as is knowing that the other person is incapacitated and unable to provide consent.

Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous dating relationship is not sufficient to constitute consent. In Texas, the age of consent to engage in sexual activity is 17 years of age. Sexual activity with someone without clear consent constitutes a violation of this policy.

Incapacitation

Incapacitation means a mental state where a person lacks the capacity to give knowing/informed consent. Incapacitation may be due to a person's use of drugs or alcohol; due to an intellectual, mental or physical disability; due to a person's lack of consciousness, or due to a person being underage. A person who is under seventeen (17) years of age is legally incapable of consenting to sexual activity. A

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 6 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

person who engages in sexual activity with someone whom the individual knows, or reasonably should know, is incapable of knowingly consenting to the sexual activity violates this policy. Intoxication of the individual alleged to have violated this policy is not a defense.

VII. Consensual Romantic or Sexual Relationships Prohibited

The College prohibits employees from entering consensual romantic or sexual relationships with each other if one is the direct or indirect supervisor of the other. The College prohibits faculty members and students from entering consensual romantic or sexual relationships with each other if one is the instructor of the other.

Employees in a supervisory subordinate relationship are prohibited from explicitly or implicitly suggesting or recommending or agreeing that either employee transfer or be transferred to another position or leave employment with the intention of circumventing this policy.

Individuals in an instructor-student relationship are prohibited from explicitly or implicitly suggesting or recommending or agreeing that the student enrolled in the faculty member's class drop the class or withdraw from enrollment in the College or that the faculty member withdraw from the class or from employment with the College with the intention of circumventing this policy.

The prohibition on consensual relationships shall apply for the duration of the supervisor-subordinate or instructor-student relationship and for a period of one calendar year after such relationship has ended.

VIII. Victim's Rights Statement

All victims have a right to a prompt and equitable resolution of reports of violations of this policy. South Texas College encourages victims of sexual assault, dating violence, domestic violence or stalking, to go to a hospital for treatment and preservation of evidence as soon as practicable after the incident.

IX. False Complaints

Any person who knowingly files a false complaint alleging a violation of this policy or with the intent to harm or deceive is subject to disciplinary action up to and including dismissal or expulsion from the College. Pursuant to Texas law, an employee who commits such an offense must be terminated from employment with the College.

X. Protocol for Reporting Incidents of Sexual Harassment and Prohibited Behavior

A. Formal Complaints

Formal complaints or reports concerning alleged incidents of sexual harassment,

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 7 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

sexual assault, dating violence, or stalking shall be made in accordance with the protocols set forth herein. A formal complaint filed with the Title IX Coordinator, or the Deputy Title IX Coordinator, a Mandatory Reporter or with a Responsible Employee, or a report filed with a designated Confidential Employee or with a designated Student Advocate, may be filed in person, by mail, or by electronic mail, by using the contact information listed for each in this policy.

A formal complaint filed by a complainant means a written document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the College) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.

B. Designation of Title IX Coordinator

The following employee serves as the Title IX Coordinator:

Todd C. Nelson
Contracts and Regulatory Resources Officer
Title IX Coordinator
3201 W. Pecan Blyd. N 150
McAllen, TX 78501
(956) 872-4664
TitleIX@southtexascollege.edu

The Title IX Coordinator has the primary responsibility for coordinating College's efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remedy, and prevent discrimination, harassment, and retaliation prohibited under this policy. The Title IX Coordinator acts with independence and authority free from bias and conflicts of interest. The Title IX Coordinator oversees the grievance process and all resolutions of complaints under this policy and these procedures.

C. Mandatory Reporting of Sexual Harassment or of Prohibited Behavior

All employees of South Texas College, unless designated a Confidential Employee, are considered Mandatory Reporters under Title IX and Chapter 51. Mandatory Reporters who, in the course and scope of employment, witnesses or receives information regarding the occurrence of an incident that the employee reasonably believes constitutes sexual harassment, sexual assault, dating violence, or stalking and is alleged to have been committed by or against a person who was a student enrolled at or an employee of the College at the time of the incident shall promptly report the incident to the Title IX Coordinator or Deputy Title IX Coordinator. The report must include all information concerning the incident known to the reporting person that is relevant to the investigation and, if applicable, redress of the incident, including

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 8 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

whether an alleged victim has expressed a desire for confidentiality in reporting the incident for all actual or suspected instances of sexual harassment. The Mandatory Reporter must promptly share with a Title IX Coordinator or Deputy Title IX Coordinator all known details of a report made to the Mandatory Reporter in the course of their employment. Mandatory Reporters are required to report an incident regardless of the when or where the incident occurred.

When a mandatory reporter receives a report of an incident, they must:

1. Advise the individual of the employee's obligation to report any information the individual reveals to the Title IX coordinator or Deputy Title IX Coordinator;
2. Explain to the individual of their option to ask that the institution consider maintaining the confidentiality of that information, but that the institution may not be able to guarantee confidentiality, and
3. Offer the individual the option to instead share this information with counselor, ombuds, clergy, victim's advocacy groups, medical providers, attorneys, or other resources who may provide higher levels of confidentiality.

D. Failure to Report or False Report; Offenses

A Mandatory Reporter person who is required to make a report commits an offense if the person knowingly fails to make the report; or with the intent to harm or deceive, knowingly makes a report that is false. An offense is a Class B misdemeanor, except that the offense is a Class A misdemeanor if it is shown on the trial of the offense that the actor intended to conceal the incident that the actor was required to report. If it is determined, in accordance with the College's disciplinary procedure, that an employee committed an offense for failing to make a report or for making a false report, the employee's employment with the College shall be terminated.

E. Exceptions to Mandatory Reporting – Designation of Confidential Employees

In an effort to encourage employees and students to report violations of this policy and to receive confidential assistance and supportive services without having to disclose their identity, the College designates the following employees as "Confidential Employees":

1. Counselor
2. Ombuds

Any student or employee who is a victim of, or a witness to an alleged incident of sexual harassment, sexual assault, dating violence, or stalking who desires to report the alleged incident but also desires to preserve the confidentiality of his or her

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 9 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

identity and of the alleged incident and not have the incident investigated by the Title IX Coordinator or a Deputy Title IX Coordinator should report the alleged incident to a Confidential Employee. A designated Confidential Employee may not disclose any communication made by a student unless the student consents to the disclosure or the employee is required to make the disclosure under state or federal law. Reports made to a Confidential Employee shall be forwarded to the Title IX Coordinator or a Deputy Title IX Coordinator in a manner that does not disclose the reporting student's identity and only discloses information which the College needs to collect on the incident for reporting and statistical purposes.

A "Confidential Employee" is required to inform reporting employees and students that:

- The confidentiality privilege belongs to the student and not to the Confidential Employee; therefore, only the student may waive the privilege.
- The confidentiality privilege is not absolute, it applies only with respect to making reports to the Title IX Coordinator or a Deputy Title IX Coordinator;
- In a case involving a minor student, the Confidential Employee may have a legal obligation to break the privilege and report sexual (or other abuse) of the minor to law enforcement authorities and/or to child protective services.
- In a criminal investigation arising from a complaint of sexual assault, domestic violence, dating violence, or stalking, a Confidential Employee may have a legal obligation to break the confidentiality and report a criminal act or testify in a civil or criminal proceeding if compelled to do so by a court or other tribunal of competent jurisdiction.
- Discussing any matter concerning sexual harassment or prohibited behavior with a "confidential employee" may delay an investigation into the matter but will not preclude a student or employee from, subsequently, filing a formal complaint with a mandatory reporting employee or the Title IX Coordinator or a Deputy Title IX Coordinator.
- The employee or student has a right to file a formal complaint with the Title IX Coordinator or a Deputy Title IX Coordinator;
- The employee or student has a right to file a criminal complaint with campus or local law enforcement authorities,
- The College has available campus resources for counseling, medical, and academic support,
- Confidential employees are available to assist in filing complaints, and
- Anti-retaliation and safety protections are in place.

F. Additional Reporting

All members of the South Texas College community, including students, employees,

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 10 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

applicants, vendors, guests and visitors are encouraged to report incidents of prohibited conduct, online, in person, by mail, by telephone, or by electronic mail, or by any other means that results in receipt of the person's verbal or written report. Such a report may be made at any time (24/7) and may be made anonymously. There is no time limit to file reports but the actions the College can take to resolve complaints may be limited if significant time has passed.

Online reports can be made at: <https://www.southtexascollege.edu/report/index.html>

G. Actual Knowledge by College Required for Title IX and Chapter 51 Cases

Actual knowledge to the College means a report made to an "Official with Authority" to institute corrective measures on behalf of the College. The Title IX Coordinator is an official with such authority. Other Officials with Authority to institute corrective measures include: College President, Vice Presidents, Deputy Title IX Coordinator, Director of Human Resources or Dean of Student Affairs.

H. Confidentiality

In addition to expectation of confidentiality as explained in section B above, pursuant to Texas state law, the identity of an alleged victim, a reporting party, or an alleged Respondent, to an incident of sexual harassment, sexual assault, dating violence or stalking, is confidential and is not subject to disclosure unless waived in writing by the person. The identity may be disclosed only as required by law, as permitted by the Family Educational Rights and Privacy Act or to carry out the purposes of Title IX or relevant state laws including: alleged perpetrator(s) if required by law, persons tasked by the College to conduct an investigation, hearing or other proceeding arising under this policy; law enforcement officers who must conduct a criminal investigation of the report; or a health care provider in an emergency situation, as determined by the College.

A disclosure under this section is not a voluntary disclosure for purposes of Section 552.007, Government Code. Information regarding an incident of sexual harassment, sexual assault, dating violence, or stalking disclosed to a health care provider or other medical provider employed by the College is confidential and may be shared by the medical provider only with the victim's consent. However, the medical provider must provide aggregate data or other nonidentifying information regarding those incidents to the Title IX Coordinator.

I. Reporting to Law Enforcement

Nothing in this policy is intended to limit the right of any person to file a criminal complaint with the law enforcement authorities in conjunction with a complaint under this policy. Complaints may also be filed with other local law enforcement authorities or with South Texas College's Department of Public Safety at (956) 872-4444 at or call

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 11 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

911 (for emergency services). Victims of a crime may choose to report the crime to law enforcement and may request that the College assist with such reporting, but they are not required to do so.

Employees and students with existing protective or restraining orders are encouraged to provide a copy to the Department of Public Safety.

J. State and Federal Reporting

Complaints may also be filed with the following federal and state agencies. Nothing in this policy shall be construed as extending the time period provided by law for an employee to file any charge or complaint of discrimination with outside agencies.

For Students:

Office of Civil Rights
U.S. Department of Education
1999 Bryan Street, Suite 1620
Dallas, TX 75201-6810
Telephone: 214-661-9600/TDD#: 1-800-521-2172
OCR.Dallas@ed.gov

Office for Civil Rights, National Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-1100
Telephone: (800) 241-3481
Fax: (202) 453-6012_
OCR@ed.gov

Or online at: <https://ocrcas.ed.gov/welcome-to-the-ocr-complaint-assessment-system>

For Employees:

U.S. Equal Employment Opportunity Commission
San Antonio EEOC Field Office
Legacy Oaks, Building A
5410 Fredericksburg Road, Ste. 200
San Antonio, TX 78229
Telephone: (800) 669-4000

Online information available at: <https://www.eeoc.gov/how-file-charge-employment-discrimination>
Texas Workforce Commission

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 12 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

Civil Rights Division
101 E. 15th Street, Room 144-T
Austin, TX 78778-0001
Telephone: (512) 463-2642

Online information available at: <https://www.twc.texas.gov/jobseekers/how-submit-employment-discrimination-complaint>

XI. College's Response to Sexual Harassment and Prohibited Behavior

A. General Response

If the College has actual knowledge of Sexual Harassment or of Prohibited Behavior without a Formal Complaint, it will respond promptly in a manner that is not deliberately indifferent. In its response, the College will treat Complainants and Respondents equitably by offering Supportive Measures, as defined herein, to a Complainant, and by following a grievance process that complies with §106.45 of the Title IX implementing regulations before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a Respondent. In instances of actual knowledge of sexual harassment or of prohibited behavior, the Title IX Coordinator will promptly contact the Complainant to: (1) discuss the availability of Supportive Measures, (2) consider the Complainant's wishes with respect to Supportive Measures, (3) inform the Complainant of the availability of Supportive Measures with or without the filing of a Formal Complaint, and (4) explain to the Complainant the process for filing a Formal Complaint. The Department may not deem a recipient to have satisfied the recipient's duty to not be deliberately indifferent under this part based on the recipient's restriction of rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment.

B. Response to a Formal Complaint.

Upon receipt of a Formal Complaint, the Title IX Coordinator or designee will follow a grievance resolution process that complies with §106.45 of the Title IX implementing regulations by initiating at least one of the following three responses:

1. Offering supportive measures;
2. An informal resolution;
3. A Grievance Resolution Process including an investigation and a live hearing.

C. Grievance Resolution Process

1. Initial Assessment of Formal Complaints

Any person may report Sexual Harassment or Prohibited Behavior (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute Sexual Harassment or Prohibited Behavior).

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 13 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

Formal Complaints alleging Sexual Harassment or Prohibited Behavior shall be submitted to the Title IX Coordinator or Deputy Title IX Coordinator. The Title IX Coordinator or a Deputy Title IX Coordinator shall evaluate each Formal Complaint to determine if the complaint alleges Sexual Harassment or Prohibited Behavior.

Formal Complaints alleging Sexual Harassment or Prohibited Behavior will be coordinated by the Title IX Coordinator or a Deputy Title IX Coordinator. Formal Complaints will be investigated by investigators, resolved through Informal Resolution by persons designated to facilitate an informal resolution process, if agreed to by all parties, in writing, or resolved by decision-makers after a Live Hearing incorporating examination of witnesses and cross-examination of the parties by the parties' respective Advisors. In addition to the Title IX Coordinator or a Deputy Title IX Coordinator, investigators, decision-makers, and persons designated to facilitate an informal resolution process as required by §106.45(iii) of the Title IX implementing regulations to include training on the definition of Sexual Harassment, the scope of the College's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

- 2. Formal Complaint Signed by Complainant or Title IX Coordinator Required**
In cases involving allegations of Sexual Harassment or Prohibited Behavior, a Formal Complaint signed by the Complainant is required for an Informal Resolution or to begin an investigation leading to a Live Hearing. A Complainant may withdraw a complaint at any time.

In Title IX cases where the College receives an anonymous report, or where a Complainant withdraws a Formal Complaint, or where a Complainant refuses to further participate in the process, the Title IX Coordinator may sign a formal complaint commencing the grievance resolution process in order to ensure that matters which pose a threat to the educational, employment, or other opportunities provided by the College, are addressed. If a Complainant alleging to be a victim of an incident of sexual harassment, sexual assault, dating violence, family violence, stalking, or retaliation reported to the Title IX Coordinator requests that the alleged incident not be investigated, the Title IX Coordinator may have the alleged incident investigated in a manner that complies with the confidentiality requirements of this policy. In determining whether to have the alleged incident investigated, the Title IX Coordinator or a Deputy Title IX Coordinator shall consider:

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 14 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

- (1) the seriousness of the alleged incident;
- (2) whether the Title IX Coordinator or a Deputy Title IX Coordinator has received other reports of sexual harassment, sexual assault, dating violence, stalking, or retaliation committed by the alleged Respondent(s);
- (3) whether the alleged incident poses a risk of harm to others; and
- (4) any other factors the Title IX Coordinator or a Deputy Title IX Coordinator determines relevant.

If the Title IX Coordinator decides not to have an alleged incident of sexual harassment, sexual assault, dating violence, stalking or retaliation investigated based on the Complainant's request to investigate, the Title IX Coordinator shall take any steps deemed necessary to protect the health and safety of the College community in relation to the alleged incident. The Title IX Coordinator or a Deputy Title IX Coordinator shall inform an alleged victim of an incident of sexual harassment, sexual assault, dating violence, stalking, or retaliation who requests that the Title IX Coordinator or a Deputy Title IX Coordinator not to investigate the alleged incident of the whether or not the alleged incident will be investigated.

3. Optional Risk Assessment/Emergency Removal

Upon receiving a report of conduct that may violate Title IX or Section 51.281, the Title IX Coordinator or Deputy Title IX Coordinator may refer a party for an individualized risk assessment by the College's Behavioral Intervention Team (BIT). The BIT may act to remove a student Respondent entirely or partially from its education program or activities on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual justifies removal. This risk analysis is performed by the Title IX Coordinator or a Deputy Title IX Coordinator in conjunction with the Behavioral Intervention Team (also known as BIT/BAT/TAT/CARE, etc.) using its standard objective violence risk assessment procedures.

In all cases in which an emergency removal is imposed, the student Respondent will be given notice of the action and the option to request to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate. When the student Respondent does not timely request this,

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 15 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

objections to the emergency removal will be deemed waived.

A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator or a Deputy Title IX Coordinator determines it is equitable to do so. There is no appeal process for emergency removal decisions.

A Respondent may be accompanied by an Advisor of their choice when meeting with the Title IX Coordinator for the show cause meeting. The Respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation.

The Title IX Coordinator or a Deputy Title IX Coordinator has sole discretion under this policy to implement or stay an emergency removal and to determine the conditions and duration of the emergency removal. Violation of an emergency removal under this policy will be grounds for discipline within the student or employee conduct processes, which may include expulsion or termination.

4. Supportive Measures

Alleged victims of Sexual Harassment or of Prohibited Behavior will be offered Supportive Measures before a Formal Complaint or during the pendency of the grievance resolution process, including, but not limited to: protection from retaliation, interim no-contact orders, academic support (such as dropping courses without academic penalty), alternative work arrangements, campus safety escorts, referrals to counseling, community-based service providers, or any other action deemed appropriate. To the greatest extent practicable, referrals to counseling will be offered by a counselor who does not provide counseling to any other person involved in the incident. The College will maintain the confidentiality of the supportive measures, provided that confidentiality does not impair the College's ability to provide those supportive measures. The College will act to ensure as minimal an academic impact on the parties as possible. The College will implement measures in a way that does not unreasonably burden the other party.

These actions may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to community-based service providers
- Student financial aid counseling
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Providing transportation accommodations

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 16 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

- Implementing contact limitations (no contact orders) between the parties
- Academic support or other course/program- related adjustments
- Timely warnings
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus

5. Provision of Advisors

Complainants and Respondents have the right to an Advisor of their choice to assist them in proceedings involving a Formal Complaint alleging Sexual Harassment or Prohibited Behavior. An Advisor may be an attorney, a faculty member, a staff member, a family member, a friend or any other support person. The College may establish restrictions regarding the extent to which the Advisor may participate in the proceedings, as long as the restrictions apply equally to both parties. A Complainant or Respondent who desires more than one Advisor must make such a request as early as possible within the resolution process and if more than one Advisor is allowed for one party, the other party will be allowed the same number of Advisors. No more than two Advisors per party will be allowed unless justification in writing is provided to the College. Parties may choose not to use an advisor in any stage of the grievance resolution process except that parties **must** have an Advisor who **must** conduct cross-examination of other witnesses if a Live Hearing is conducted. If a party does not have an Advisor present at the Live Hearing, the Title IX Coordinator or a Deputy Title IX Coordinator will appoint an advisor who will conduct the cross-examination on behalf of that party.

Advisors must be willing and available to serve as an advisor. Advisors will be provided information about the grievance resolution process. Advisors who are otherwise Mandatory Reporters will be temporarily exempt from mandatory reporting solely for the matter in which they serve as an Advisor.

6. Notice of Allegations and Investigation

Before commencement of the grievance resolution process of a Formal Complaint alleging Sexual Harassment or Prohibited Behavior, notice of the allegations must be provided to an alleged respondent for a Title IX matter. Such notice may not be provided if the Complainant is only seeking supportive measures without the filing of a Formal Complaint or if a Complainant withdraws their complaint prior to commencement of the grievance resolution process with no impact upon the alleged Respondent.

The grievance resolution process for Formal Complaints alleging Sexual Harassment or Prohibited Behavior, will be in accordance with grievance

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 17 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

procedure set forth in 34 C.F.R. §106.45.

The grievance resolution process for complaints alleging sex discrimination or other prohibited behavior other than Sexual Harassment or Prohibited Behavior, will be the non-adversarial procedure set forth in Policy 4904.

7. Informal Resolution

Upon receipt of a Formal Complaint alleging Sexual Harassment or Prohibited Behavior, or any time after receiving a report of conduct in violation of this policy, the Title IX Coordinator or a Deputy Title IX Coordinator may facilitate an informal resolution amenable to all parties involved as follows:

1. By providing supportive measures to the Complainant that remedy the situation;
2. When the Respondent agrees to responsibility for a violation and accepts a sanction amenable to all parties; or
3. When the parties agree to a mediation.

The Complainant and the Respondent must voluntarily agree to the informal resolution in writing and no party will be pressured to participate. The parties may choose to stop the Informal Resolution process at any time and request another form of resolution. However, a Live Hearing is required for complaints alleging Sexual Harassment and other Prohibited Behavior if an Informal Resolution cannot be reached.

8. Investigations

Investigations will be conducted in accordance with all applicable laws, regulations and policies. Formal Complaints alleging Sexual Harassment or Prohibited Behavior will be investigated by investigators who have received training in compliance with Title IX regulations. Investigations may involve interviews with parties or witnesses; obtaining available, relevant evidence; or identifying sources of expert information, as necessary.

A 10-day review period will be provided to Complainants and Respondents to review a draft investigation report including relevant evidence and for the opportunity to provide additional feedback, evidence, or witnesses. After this 10-day period, the investigator will update the investigative report, if necessary, and the Title IX Coordinator or Deputy Title IX Coordinator will provide the parties with a final investigative report at least ten (10) days prior to a Live Hearing.

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 18 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

9. Live Hearings

After an investigation is complete and if an Informal Resolution does not resolve the matter, the case will be referred for a Live Hearing.

a. Policy applicable to all Hearings

Hearings conducted under this policy will be heard by a Hearing Officer or a Panel of three (3) decision makers determined at the discretion of the Title IX Coordinator or a Deputy Title IX Coordinator.

All Live Hearings are subject to the preponderance of the evidence standard of proof.

b. Formal, Live Hearings for Title IX and Chapter 51.281 Complaint

A formal live hearing will occur no less than ten (10) business days after a final investigative report is issued to the parties, unless all parties, advisors and staff involved agree to an expedited hearing. Hearings must be live and must be recorded.

The Hearing Officer or Panel will make a determination on all of the evidence available.

More information about the procedure for all hearings is available by contacting the Title IX Coordinator or Deputy Title IX Coordinator or here:

https://www.southtexascollege.edu/about/pdf/Complaint_and_Grievance_Procedures.pdf

10. Notice of Outcome and Sanctions

a. For Title IX Hearings

Once a hearing has been conducted, the Hearing Officer or Panel members will deliberate and issue a finding of responsibility for each alleged violation in a written deliberation statement that will include the determination, rationale, the evidence relied upon in support of the determination, any evidence not relied upon, credibility assessments and recommendations for sanctions.

The written deliberation statement will then be shared with the Title IX Coordinator or a Deputy Title IX Coordinator who will work with the

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 19 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

Hearing Office to prepare a Notice of Outcome, including any applicable sanctions, to be provided to the Parties.

b. For Non-Title IX Hearings

The Hearing Officer or Panel will deliberate and issue a finding of responsibility for each alleged violation, rationale for the decision, and recommended sanctions. Either the Hearing Officer finalize the Notice of Outcome to be issued to the Parties.

c. Disciplinary Actions and Sanctions

For a list of sanctions that may be imposed upon responsible parties who are students, please refer to the Student Handbook/Code of Conduct or here: https://www.southtexascollege.edu/pdf/Student_Handbook.pdf

For a list of disciplinary actions that may be imposed upon responsible parties who are employees, please refer to the Employee Handbook or here: <https://admin.southtexascollege.edu/president/policies/pdf/4000/4911.pdf>

11. Dismissal of Complaint

An allegation of Sexual Harassment presented as a Formal Complaint is subject to the mandatory dismissal procedures under Title IX. A Formal Complaint may be dismissed at any time upon the request of the Complainant. However, the Title IX Coordinator must first assess the Complainant's request to dismiss in accordance with Section XI(C)(2) (Formal, Complaint Signed by Complainant or Title IX Coordinator Required). A Formal Complaint may also be dismissed if specific circumstances prevent the College from gathering evidence sufficient to reach a determination as to the Formal Complaint or any of the allegations therein.

12. Promptness of Resolution

All allegations of Sexual Harassment or Prohibited Behavior will be acted upon promptly by the Title IX Coordinator or a Deputy Title IX Coordinator after the Title IX Coordinator or a Deputy Title IX Coordinator has actual knowledge of the allegation or a Formal Complaint has been filed with the Title IX Coordinator or a Deputy Title IX Coordinator. Complaints can take 60 to 90 business days to resolve, typically. There are always exceptions and extenuating circumstances that can cause a resolution to take longer, but the Title IX Coordinator or a Deputy Title IX Coordinator will respond promptly in a manner that is not deliberately indifferent. Any time the general timeframes for

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 20 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

resolution will be delayed, the Title IX Coordinator or a Deputy Title IX Coordinator will provide written notice to the victim/Complainant and Respondent of the delay, the cause of the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

13. Appeals

Parties may appeal the Notice of Outcome for any type of hearing within ten (10) business days of receipt of the Notice of Outcome. Appeals are limited to the following bases:

1. Procedural irregularity;
2. New evidence that was not reasonably available at the time the determination was made; or
3. A conflict of interest or bias on the part of any person involved with the administration of the hearing.

14. Prevention and Outreach Program

The College shall develop and implement a comprehensive prevention and outreach program on sexual harassment, sexual assault, dating violence, and stalking which:

- (1) Addresses a range of strategies to prevent sexual harassment, sexual assault, dating violence, and stalking, including a victim empowerment program, a public awareness campaign, primary prevention, bystander intervention, and risk reduction; and
- (2) Provides students with information regarding the protocol for reporting incidents of sexual harassment, sexual assault, dating violence, and stalking including the name, office location, and contact information of the institution's Title IX coordinator or a Deputy Title IX Coordinator, by:
 - (a) e-mailing the information to each student at the beginning of each semester or other academic term; and
 - (b) including the information in the orientation required

As part of the protocol for responding to reports of sexual harassment, sexual assault, dating violence, and stalking the College shall:

- (1) to the greatest extent practicable based on the number of counselors employed by the institution, ensure that each alleged victim or alleged perpetrator of an incident of sexual harassment, sexual assault, dating violence, or stalking and any other person who reports such an incident

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 21 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

are offered counseling provided by a counselor who does not provide counseling to any other person involved in the incident; and notwithstanding any other law, allow an alleged victim or alleged perpetrator of an incident of sexual harassment, sexual assault, dating violence, or stalking to drop a course in which both parties are enrolled without any academic penalty.

15. Trauma-Informed Investigation Training

Each peace officer employed by the College shall within one (1) calendar year of the adoption of this policy by the College or within one (1) calendar year of the peace officer's employment with the College, whichever date is later, shall complete training on trauma-informed investigation into allegations of sexual harassment, sexual assault, dating violence, domestic violence, and stalking.

16. Amnesty for Students Reporting Certain Incidents

The College may not take any disciplinary action against a student enrolled at the College who in good faith reports to the College being the victim of, or a witness to, an incident of sexual harassment, sexual assault, dating violence, or stalking for a violation by the student of the College's code of conduct occurring at or near the time of the incident, regardless of the location at which the incident occurred or the outcome of the institution's disciplinary process regarding the incident, if any.

The College may investigate to determine whether a report of an incident of sexual harassment, sexual assault, dating violence, or stalking was made in good faith.

A determination that a student is entitled to amnesty under this section is final and may not be revoked.

This subsection does not apply to a student who reports the student's own commission or assistance in the commission of sexual harassment, sexual assault, dating violence, domestic violence, stalking or retaliation.

This section may not be construed to limit the College's ability to provide amnesty from application of the College's institution's policies in circumstances not described by this subsection.

17. Memoranda of Understanding Required

To facilitate effective communication and coordination regarding allegations of sexual harassment, sexual assault, dating violence, domestic violence, and stalking at the College, the College shall enter into a memorandum of

MANUAL OF POLICY

Title	Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited	4216
Legal Authority	Approval of the Board of Trustees	Page 22 of 23
Date Approved by Board	As Amended by Board Minute Order dated October 26, 2021	

understanding with one or more:

- a. local law enforcement agencies;
- b. sexual harassment, sexual assault, dating violence, or stalking advocacy groups; and
- c. hospitals or other medical resource providers.

18. Orientation for New Students on Sexual Harassment and Prohibited Behavior

South Texas College shall require each entering freshman or undergraduate transfer student to attend an orientation on the institution's sexual harassment, sexual assault, dating violence, and stalking policy before or during the first semester or term in which the student is enrolled at the institution. The College shall establish the format and content of the orientation. The orientation:

1. may be provided online; and
2. must include the statements regarding:
 - a. the importance of a victim of sexual harassment, sexual assault, dating violence, or stalking going to a hospital for treatment and preservation of evidence, if applicable, as soon as practicable after the incident;
 - b. the right of a victim of sexual harassment, sexual assault, dating violence, or stalking to report the incident to the institution and to receive a prompt and equitable resolution of the report; and
 - c. the right of a victim of a crime to choose whether to report the crime to law enforcement, or to decline to report the crime to law enforcement;

19. Administrative Reporting Requirements

Not less than once every three months, the Title IX coordinator or a Deputy Title IX Coordinator shall submit to the College President a written report on the reports received regarding Sexual Harassment or Prohibited Behavior, including information regarding:

- a. the investigation of those reports;
- b. the disposition, if any, of any disciplinary processes arising from those reports; and
- c. the reports for which the College determined not to initiate a disciplinary process, if any.

The College's Title IX Coordinator or Deputy Title IX coordinator shall immediately report to the College President an incident reported to the Title IX Coordinator or a Deputy Title IX Coordinator if the coordinator has cause

MANUAL OF POLICY

Title **Sex Discrimination, Sexual Harassment, Domestic Violence, Dating Violence, Stalking and Retaliation Prohibited** 4216

Legal Authority **Approval of the Board of Trustees** Page 23 of 23

Date Approved by Board **As Amended by Board Minute Order dated October 26, 2021**

to believe that the safety of any person is in imminent danger as a result of the incident.

At least once during each fall or spring semester, the College President shall submit to the South Texas College’s governing body and post on the College’s Internet website a report concerning the reports received from the Title IX Coordinator or a Deputy Title IX Coordinator unless for any semester in which the College has fewer than 1,500 enrolled students, the College President shall submit and post a report required under this Section for that semester only if more than five reports were received during that semester. The report:

- a. may not identify any person; and
- b. must include:
 - the number of reports received under Section III;
 - the number of investigations conducted as a result of those reports;
 - the disposition, if any, of any disciplinary processes arising from those reports;
 - the number of those reports for which the College determined not to initiate a disciplinary process, if any; and
 - any disciplinary actions

XII. Periodic Review of Policy

The College’s Board of Trustees will review this policy each biennium and will revise the policy as necessary.

XIII. History

Origination Date Approved by Board	May 26, 2015
Date Reviewed and Approved by Board	December 15, 2015 April 26, 2016 April 24, 2018 August 27, 2019 December 10, 2019 July 28, 2020 December 15, 2020 October 26, 2021

Supporting Documentation

Award of Proposals/ Purchases/ Renewals/ Interlocal Agreement
Supporting Documentation

TABLE OF CONTENTS

Items	Attached Documents
Award of Proposals	
1) Building Moving Services	1) Summary – Terms
2) Dental Lab Equipment – Grant Funded	2) Summary – Price
3) Maintenance Department Vehicles	3) Summary – Price
4) Network Cabling Services for Building Renovation Projects	4) Summary – Terms
5) Pecan Campus Building D Auditorium Audiovisual Upgrade	5) Summary – Price
6) Purchase and Installation of LED Flat Panels – Starr County Campus Building E	6) Summary – Price
7) Purchase and Installation of Parking Lot LED Light Poles and Fixtures – Pecan Campus and Starr County Campus	7) Summary – Price
Purchases	
8) Computers, Laptops, Tablets, and Monitors	8) Summary – Price
9) Furniture	9) Summary – Price
10) Mobile Medical Carts – Grant Funded	10) Summary – Price
11) Solar/Wind Energy Training Systems	11) Summary – Price
Renewals	
12) Cosmetology Supplies and Equipment <ul style="list-style-type: none"> a. The Burmax Co., Inc. b. Hinojosa Beauty Supplies, LLC c. Kaemark d. Marianna Industries, Inc. e. SalonEquipment.com, LLC f. STB USA, LLC g. Universal Companies, Inc. 	12) N/A

TABLE OF CONTENTS

(Continued)

Items	Attached Documents
Renewals (continued)	
13) Medical Office Skills Training a. Assistex, Inc./ dba Practice Management Institute	13) N/A
14) Network Cabling and Equipment Installation Services a. Telepro Communications b. BridgeNet Communications, LLC	14) N/A
15) Telephone Services a. Smartcom Telephone, LLC	15) N/A
16) Temporary Personnel Services a. Express Employment Professionals b. Fewell Professional Services/ dba FPS Staffing c. Five Star Staffing, LLC/ dba Spherion Staffing d. Infojini, Inc. e. Manpower Group US, Inc. f. Onin Staffing, LLC g. PeopleReady, Inc. h. Texas Staffing Pros, LLC	16) N/A
Interlocal Agreement	
17) City Vehicle Usage Agreement b. City of McAllen	17) N/A

**SOUTH TEXAS COLLEGE
I. BUILDING MOVING SERVICES
PROJECT NO. 24-25-1055**

VENDOR				Zuniga's House Mover, LLC					
ADDRESS				4307 N Veterans Blvd					
CITY/STATE/ZIP				San Juan, TX 78589					
PHONE				956-227-0639					
CONTACT				Hugo A. Zuniga					
#	Unit #	Size	Cost to move from:	To Pecan Campus	To Technology Campus	To Starr County Campus	To Mid Valley Campus	To Nursing Allied Health Campus	To Regional Center for Public Safety Excellence
Pecan Campus									
1	Pecan PB 12	24'4" X 60'4"	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
2	Pecan PB 13	24'4" X 60'4"	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
3	Pecan PB 14	24'4" X 60'4"	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
4	Pecan PB 15	24'4" X 60'4"	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
5	Pecan PB 16	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
6	Pecan PB 17	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
7	Pecan PB 18	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
8	Pecan PB 19	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
9	Pecan PB 20	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
10	Pecan PB 21	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
11	Pecan PB 22	12' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
12	Pecan PB 23	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
13	Pecan PB 24	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
14	Pecan PB 25	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
15	Pecan PB 26	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
16	Pecan PB 27	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
17	Pecan PB 28	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
18	Pecan PB 29	24' X 64'	Pecan	\$ 16,500.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
19	Pecan PB M13	10' X 44'	Pecan	\$ 11,000.00	\$ 12,150.00	\$ 19,250.00	\$ 12,450.00	\$ 12,150.00	\$ 15,250.00
20	Pecan IB 1	8' X 10'	Pecan	\$ 2,500.00	\$ 2,950.00	\$ 3,500.00	\$ 3,025.00	\$ 2,950.00	\$ 2,950.00
21	Pecan PB 3	24' X 36'	Pecan West at Park and Ride	\$ 11,000.00	\$ 12,650.00	\$ 19,250.00	\$ 14,850.00	\$ 12,650.00	\$ 13,750.00
Technology Campus									
22	Technology PB1	50'4" X 20'3"	Technology	\$ 16,550.00	\$ 15,550.00	\$ 22,550.00	\$ 19,550.00	\$ 16,550.00	\$ 17,550.00
23	Technology PB2	72' X 24'	Technology	\$ 21,450.00	\$ 19,250.00	\$ 28,050.00	\$ 25,850.00	\$ 21,450.00	\$ 24,750.00
24	Technology PB3	64' X 23'9"	Technology	\$ 18,150.00	\$ 16,500.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
25	Technology PB4	30'3" X 50'1"	Technology	\$ 19,250.00	\$ 16,500.00	\$ 28,050.00	\$ 24,750.00	\$ 19,250.00	\$ 21,450.00
26	Technology PB5	24' X 64'	Technology	\$ 18,150.00	\$ 16,500.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
27	Technology PB6	24' X 64'	Technology	\$ 18,150.00	\$ 16,500.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00
28	Technology PB7	24' X 64'	Technology	\$ 18,150.00	\$ 16,500.00	\$ 24,750.00	\$ 21,450.00	\$ 18,150.00	\$ 19,250.00

**SOUTH TEXAS COLLEGE
I. BUILDING MOVING SERVICES
PROJECT NO. 24-25-1055**

VENDOR				Zuniga's House Mover, LLC					
ADDRESS				4307 N Veterans Blvd					
CITY/STATE/ZIP				San Juan, TX 78589					
PHONE				956-227-0639					
CONTACT				Hugo A. Zuniga					
#	Unit #	Size	Cost to move from:	To Pecan Campus	To Technology Campus	To Starr County Campus	To Mid Valley Campus	To Nursing Allied Health Campus	To Regional Center for Public Safety Excellence
Starr County Campus									
29	Starr County PB 1	24' X 64'	Starr County	\$ 29,150.00	\$ 29,150.00	\$ 17,500.00	\$ 30,550.00	\$ 29,150.00	\$ 29,150.00
30	Starr County PB 2	24' X 64'	Starr County	\$ 29,150.00	\$ 29,150.00	\$ 17,500.00	\$ 30,550.00	\$ 29,150.00	\$ 29,150.00
31	Starr County PB 3	24' X 64'	Starr County	\$ 29,150.00	\$ 29,150.00	\$ 17,500.00	\$ 30,550.00	\$ 29,150.00	\$ 29,150.00
Mid Valley Campus									
32	Mid Valley PB L1	31' X 72'	Mid Valley	\$ 28,850.00	\$ 28,850.00	\$ 32,550.00	\$ 19,250.00	\$ 28,850.00	\$ 27,850.00
33	Mid Valley PB L2	24' X 64'	Mid Valley	\$ 21,450.00	\$ 21,450.00	\$ 30,550.00	\$ 16,500.00	\$ 21,450.00	\$ 20,550.00
34	Mid Valley PB 1	24' X 64'	Mid Valley	\$ 21,450.00	\$ 21,450.00	\$ 30,550.00	\$ 16,500.00	\$ 21,450.00	\$ 20,550.00
35	Mid Valley PB 2	24' X 64'	Mid Valley	\$ 21,450.00	\$ 21,450.00	\$ 30,550.00	\$ 16,500.00	\$ 21,450.00	\$ 20,550.00
36	Mid Valley PB 3	24' X 64'	Mid Valley	\$ 21,450.00	\$ 21,450.00	\$ 30,550.00	\$ 16,500.00	\$ 21,450.00	\$ 20,550.00
37	Mid Valley PB 5	24' X 64'	Mid Valley	\$ 21,450.00	\$ 21,450.00	\$ 30,550.00	\$ 16,500.00	\$ 21,450.00	\$ 20,550.00
38	Mid Valley PB 6	24' X 64'	Mid Valley	\$ 21,450.00	\$ 21,450.00	\$ 30,550.00	\$ 16,500.00	\$ 21,450.00	\$ 20,550.00
39	Mid Valley PB 7	12' X 30'	Mid Valley	\$ 13,500.00	\$ 13,500.00	\$ 19,500.00	\$ 10,500.00	\$ 13,500.00	\$ 12,500.00
40	Mid Valley PB 8	24' X 64'	Mid Valley	\$ 21,450.00	\$ 21,450.00	\$ 30,550.00	\$ 16,500.00	\$ 21,450.00	\$ 20,550.00
41	Mid Valley IB 1	8' X 10'	Mid Valley	\$ 3,025.00	\$ 2,950.00	\$ 3,500.00	\$ 2,500.00	\$ 2,950.00	\$ 2,950.00
Nursing and Allied Health Campus									
42	Nursing and Allied Health PB 1	24' X 64'	Nursing and Allied Health	\$ 18,150.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 16,500.00	\$ 19,250.00
43	Nursing and Allied Health PB 2	24' X 64'	Nursing and Allied Health	\$ 18,150.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 16,500.00	\$ 19,250.00
44	Nursing and Allied Health PB 3	24' X 64'	Nursing and Allied Health	\$ 18,150.00	\$ 18,150.00	\$ 24,750.00	\$ 21,450.00	\$ 16,500.00	\$ 19,250.00
Regional Center for Public Safety Excellence (RCPSE)									
45	RCPSE 1	12' X 44'	Regional Center for Public Safety Excellence	\$ 12,150.00	\$ 12,150.00	\$ 19,750.00	\$ 17,450.00	\$ 12,150.00	\$ 11,000.00
46	RCPSE 2	24' X 64'	Regional Center for Public Safety Excellence	\$ 19,250.00	\$ 19,250.00	\$ 24,750.00	\$ 21,450.00	\$ 19,250.00	\$ 16,500.00
47	RCPSE 3	24' X 64'	Regional Center for Public Safety Excellence	\$ 19,250.00	\$ 19,250.00	\$ 24,750.00	\$ 21,450.00	\$ 19,250.00	\$ 16,500.00
48	RCPSE 4	24' X 64'	Regional Center for Public Safety Excellence	\$ 19,250.00	\$ 19,250.00	\$ 24,750.00	\$ 21,450.00	\$ 19,250.00	\$ 16,500.00
49	RCPSE 5	24' X 64'	Regional Center for Public Safety Excellence	\$ 19,250.00	\$ 19,250.00	\$ 24,750.00	\$ 21,450.00	\$ 19,250.00	\$ 16,500.00
50	RCPSE 6	24' X 64'	Regional Center for Public Safety Excellence	\$ 19,250.00	\$ 19,250.00	\$ 24,750.00	\$ 21,450.00	\$ 19,250.00	\$ 16,500.00
Escalation									
51	2nd Year	10%							
52	3rd Year	20%							
TOTAL EVALUATION POINTS							93.66		
RANKING							1		

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

**SOUTH TEXAS COLLEGE
1. BUILDING MOVING SERVICES
PROJECT NO. 24-25-1055
EVALUATION SUMMARY**

VENDOR		Zuniga's House Mover, LLC	
STREET		4307 N Veterans Blvd	
CITY/STATE/ZIP		San Juan, TX 78589	
PHONE		956-227-0639	
CONTACT		Hugo A. Zuniga	
1	The purchase price. (up to 37 points)	37	37
		37	
		37	
2	The reputation of the vendor and the vendor's goods and/or services. (up to 18 points)	17	16
		15	
		16	
3	The quality of the vendor's goods and/or services. (up to 16 points)	16	15.33
		15	
		15	
4	The extent to which the vendor's goods and/or services meet the College's needs. (up to 15 points)	15	14.33
		14	
		14	
5	The vendor's past relationship with the College. (up to 3 points)	3	3
		3	
		3	
6	The impact on the ability of the College to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	0	0
		0	
		0	
7	The total long-term cost to the College to acquire the vendor's goods or services. (up to 5 points)	3	3
		3	
		3	
8	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state. (up to 5 points)	5	5
		5	
		5	
TOTAL EVALUATION POINTS		93.66	
RANKING		1	

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

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

SOUTH TEXAS COLLEGE
1. PROPOSAL CRITERIA - SERVICE ONLY

		Service Only	
		Points	Score Key
1	Criterion 1: The purchase price a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	37	
2	Criterion 2: The reputation of the vendor and of the vendor's goods or services a. Number of Years in Business b. References (similar projects) c. Services/Installation d. Professional Licenses/Certifications	18	15-18 10-14 5-9 0-4 Excellent Acceptable Marginal Poor/No Response
3	Criterion 3: The quality of the vendor's goods or service a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	16	14-16 10-13 5-9 0-4 Excellent Acceptable Marginal Poor/No Response
4	Criterion 4: The extent to which the goods or services meet the district's needs a. Time Frame to complete the project b. Delivery Time Frame of product(s) c. Number of staff d. Meet or exceed the specifications	15	12-15 7-11 3-6 0-2 Excellent Acceptable Marginal Poor/No Response
5	Criterion 5: The vendor's past relationship with the district a. Quality of Past Performances with STC ****New Vendors will receive two points	3	3 2 1 0 Excellent Acceptable/New Vendor Marginal Poor/No Response
6	Criterion 6: The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses a. Provided the Certification	1	1 0 Yes No
7	Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and a. Annual Escalation Increase b. Annual Maintenance Cost	5	5 3-4 1-2 0 Excellent Acceptable Marginal Poor/No Response
8	Criterion 8: For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state.	5	5 0 Yes No
9	Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals, e.g.: a. Financial Standing b. Potential or Pending Sale of Business		Up to 5 points will be used from the purchase price if applicable
Total Points		100	

Definitions of evaluation terms:

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

SOUTH TEXAS COLLEGE
2. DENTAL LAB EQUIPMENT - GRANT FUNDED
PROJECT NO. 24-25-1060

VENDOR			Henry Schein Dental	
ADDRESS			135 Duryea Rd	
CITY/STATE/ZIP			Melville, New York 11747	
PHONE			800-488-6113	
CONTACT			Lynne Hogan	
#	Qty	Description	Unit Price	Extension
1	3	Dental Chair	\$ 7,604.26	\$ 22,812.78
2	3	Dental Cabinet/Treatment Station	\$ 8,369.14	\$ 25,107.42
3	2	Steam Sterilizer	\$ 5,420.68	\$ 10,841.36
4	1	Dental Vacuum	\$ 9,158.13	\$ 9,158.13
5	1	Dental Lab Compressor	\$ 7,191.02	\$ 7,191.02
6	3	Handheld X-Ray Machine	\$ 5,243.90	\$ 15,731.70
7	3	Intraoral Sensor	\$ 6,097.56	\$ 18,292.68
8	1	Panoramic X-Ray Machine	\$ 20,731.71	\$ 20,731.71
9	3	Dental Operating Light	\$ 2,819.59	\$ 8,458.77
10	3	Power Supply	\$ 368.26	\$ 1,104.78
11	3	Dentist Stool	\$ 716.49	\$ 2,149.47
12	3	Dental Assistant' Stool	\$ 835.50	\$ 2,506.50
13	3	Dental Delivery Instrumentation Workstation	\$ 4,382.89	\$ 13,148.67
14	3	Handpiece Illumination System	\$ 396.50	\$ 1,189.50
15	3	Handpiece Illumination System ISO-C	\$ 180.09	\$ 540.27
16	2	Ultrasonic Cleaner	\$ 1,956.45	\$ 3,912.90
17	1	Dental Handpiece Maintenance Unit	\$ 2,699.50	\$ 2,699.50
18	1	Control Panel for Dental Lab Utilities	\$ 238.26	\$ 238.26
19	1	Amalgam Separator	\$ 934.66	\$ 934.66
20	1	Dental Imaging Software	\$ 0.01	\$ 0.01
21	1	Delivery/ Installation Charges Fee	\$	4,910.68
22	1	Second Installation	\$6,808.84 Henry Schein Dental does not move equipment, the disconnect reconnect only is proposed above, another company will need to be hired to move the equipment from space to space.	
TOTAL AMOUNT PROPOSED			\$	178,469.61
TOTAL EVALUATION POINTS				97.32
RANKING				1

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

SOUTH TEXAS COLLEGE
2. DENTAL LAB EQUIPMENT - GRANT FUNDED
PROJECT NO. 24-25-1060
EVALUATION SUMMARY

VENDOR		Henry Schein Dental	
ADDRESS		135 Duryea Rd	
CITY/STATE/ZIP		Melville, New York 11747	
PHONE		800-488-6113	
CONTACT		Lynne Hogan	
1	The purchase price. (up to 40 points)	40	40
		40	
		40	
2	The reputation of the vendor and the vendor's goods or services. (up to 15 points)	14	14.66
		15	
		15	
3	The quality of the vendor's goods or services. (up to 16 points)	15	15.33
		15	
		16	
4	The extent to which the vendor's goods or services meet the College's needs. (up to 20 points)	20	19.33
		19	
		19	
5	The vendor's past relationship with the College. (up to 3 points)	3	3
		3	
		3	
6	The impact on the ability of the College to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	0	0
		0	
		0	
7	For a contract for goods and services other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state or b. Employs at least 500 persons in this state. (up to 5 points)	5	5
		5	
		5	
TOTAL EVALUATION POINTS		97.32	
RANKING		1	

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

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

	Product Only		
	Points	Score Key	
1 Criterion 1: The purchase price a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	40		
2 Criterion 2: The reputation of the vendor and of the vendor's goods or services a. Number of Years in Business b. References (similar projects)	15	13-15 9-12 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
3 Criterion 3: The quality of the vendor's goods or service a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	16	14-16 9-13 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
4 Criterion 4: The extent to which the goods or services meet the district's needs a. Delivery Time Frame of product(s) b. Meet or exceed the specifications	20	14-18 9-13 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
5 Criterion 5: The vendor's past relationship with the district a. Quality of Past Performances with STC ****New Vendors will receive two points	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
6 Criterion 6: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses a. Provided the Certification	1	1 0	Yes No
7 Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services a. Annual Maintenance Cost b. Annual Escalation Increase			Up to 5 points will be used from the purchase price if applicable
8 Criterion 8: For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state.	5	5 0	Yes No
9 Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals, e.g.: a. Financial Standing b. Potential or Pending Sale of Business c. Trade-In of outdated equipment			Up to 5 points will be used from the purchase price if applicable
Total Points		100	

Definitions of evaluation terms:

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

SOUTH TEXAS COLLEGE
3. MAINTENANCE DEPARTMENT VEHICLES
PROJECT NO. 24-25-1058

VENDOR			Payne Rio Grande City Ford LLC	
ADDRESS			5353 US Hwy 83	
CITY/STATE/ZIP			Rio Grande City, TX 78582	
PHONE			(956) 607-4562	
CONTACT			Craig Blackwell	
#	Qty	Description	Unit Price	Extension
Unit Proposed			2025 Ford F-150	
1	2	1/2 Ton Pickup Truck	\$ 48,589.50	\$ 97,179.00
2	1	Delivery Charges	\$	-
3	1	Registration Fees	\$	438.50
4	1	Number of Days for Delivery Upon Placement of Order	10 - 14 days	
TOTAL AMOUNT PROPOSED			\$	97,179.00
TOTAL EVALUATION POINTS			95	
RANKING			1	

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

SOUTH TEXAS COLLEGE
3. MAINTENANCE DEPARTMENT VEHICLES
PROJECT NO. 24-25-1058

VENDOR		Payne Rio Grande City Ford LLC	
ADDRESS		5353 US Hwy 83	
CITY/STATE/ZIP		Rio Grande City, TX 78582	
PHONE		(956) 607-4562	
CONTACT		Craig Blackwell	
1	The purchase price (up to 47 points)	47	47
		47	
		47	
2	The reputation of the vendor and of the vendor's goods or services. (up to 10 points)	10	9.33
		9	
		9	
3	The quality of vendor's goods or services. (up to 16 points)	15	14.33
		14	
		14	
4	The extent to which the goods or services meet the districts needs. (up to 18 points)	17	16.33
		16	
		16	
5	The Vendor's past relationship with the district. (up to 3 points)	3	3
		3	
		3	
6	The impact on STC's ability to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	0	0
		0	
		0	
7	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state. (up to 5 points)	5	5
		5	
		5	
TOTAL EVALUATION POINTS		95	
RANKING		1	

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

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

SOUTH TEXAS COLLEGE
3. PROPOSAL CRITERIA - PRODUCT ONLY

	Product Only		
	Points	Score Key	
1 Criterion 1: The purchase price a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	47		
2 Criterion 2: The reputation of the vendor and of the vendor's goods or services a. Number of Years in Business b. References (similar projects)	10	8-10 5-7 2-4 0-1	Excellent Acceptable Marginal Poor/No Response
3 Criterion 3: The quality of the vendor's goods or service a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	16	14-16 9-13 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
4 Criterion 4: The extent to which the goods or services meet the district's needs a. Delivery Time Frame of product(s) b. Meet or exceed the specifications	18	14-18 9-13 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
5 Criterion 5: The vendor's past relationship with the district a. Quality of Past Performances with STC ****New Vendors will receive two points	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
6 Criterion 6: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses a. Provided the Certification	1	1 0	Yes No
7 Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services a. Annual Maintenance Cost b. Annual Escalation Increase	NA		Up to 5 points will be used from the purchase price if applicable
8 Criterion 8: For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state.	5	5 0	Yes No
9 Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals, e.g.: a. Financial Standing b. Potential or Pending Sale of Business c. Trade-In of outdated equipment	NA		Up to 5 points will be used from the purchase price if applicable
Total Points	100		

Definitions of evaluation terms:

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

SOUTH TEXAS COLLEGE
4. NETWORK CABLING SERVICES FOR BUILDING RENOVATION PROJECTS
PROJECT NO. 24-25-1056

		Primary	Secondary
VENDOR		BridgeNet Communications, LLC	Telepro Communications
ADDRESS		1314 Stites Rd	12005 N Bryan Rd
CITY/STATE/ZIP		Donna, TX 78537	Mission, TX 78573
PHONE		956-461-3335	956-618-2360
CONTACT		Timothy Karr	Samantha Pecina
#	Description	Proposed	Proposed
1	Labor per drop on cable installation, Cat 6A (under 100 ft)	\$45.63/Per Drop	\$75.00/Per Drop
2	Labor per drop on cable installation, Cat 6A (100-200 ft)	\$75.33/Per Drop	\$100.00/Per Drop
3	Labor per drop on cable installation, Cat 6A (200-300 ft)	\$105.03/Per Drop	\$110.00/Per Drop
4	Labor and material per drop on cable installation, Cat 6A (Under 100 ft)	\$162.81/Per Drop	\$176.00/Per Drop
5	Labor and material per drop on cable installation, Cat 6A (100-200 ft)	\$259.47/Per Drop	\$232.00/Per Drop
6	Labor and material per drop on cable installation, Cat 6A (200-300 ft)	\$356.13/Per Drop	\$297.00/Per Drop
7	Labor and material per Foot on Multimode 12/24 strand	\$4.42/6.72/Per Foot	12- STR \$4.70 24-STR \$12.90/Per Foot
8	Labor and material per Foot on Single mode fiber 12/24 strand	\$3.28/5.46/Per Foot	12- STR \$4.73 24-STR \$6.08/Per Foot
9	Labor and material per Foot OS plant Single Mode fiber 12/24 strand	\$1.58/1.64/Per Foot	12- STR \$3.00 24-STR \$4.24/Per Foot
10	Labor and material per Foot OS plant Multi Mode fiber 12/24 strand	\$2.38/3.35/Per Foot	12- STR \$3.69 24-STR \$4.85/Per Foot
11	Invoiced Cost-Plus Percentage Markup	10%	
12	Material Markup Percentage	10%	15%
Escalation			
13	2nd Year	5%	20%
14	3rd Year	5%	20%
TOTAL EVALUATION POINTS		89.33	86.3
RANKING		1	2

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

SOUTH TEXAS COLLEGE
4. NETWORK CABLING SERVICES FOR BUILDING RENOVATION PROJECTS
PROJECT NO. 24-25-1056
EVALUATION SUMMARY

		Primary		Secondary	
VENDOR		BridgeNet Communications, LLC		Telepro Communications	
ADDRESS		1314 Stites Rd		12005 N Bryan Rd	
CITY/STATE		Donna, TX 78537		Mission, TX 78573	
PHONE		956-461-3335		956-618-2360	
CONTACT		Timothy Karr		Samantha Pecina	
1	The purchase price. (up to 32 points)	32	32	31.97	31.97
		32		31.97	
		32		31.97	
2	The reputation of the vendor and the vendor's goods or services. (up to 15 points)	14	13	14	13.67
		12		13	
		13		14	
3	The quality of the vendor's goods or services. (up to 14 points)	14	13.67	14	13
		13		12	
		14		13	
4	The extent to which the vendor's goods or services meet the College's needs. (up to 20 points)	19	18	19	17.33
		18		15	
		17		18	
5	The vendor's past relationship with the College. (up to 3 points)	3	3	2	2.33
		3		2	
		3		3	
6	The impact on the ability of the College to comply with laws and rules relating to historically underutilized businesses. (up to 1 point)	0	0	1	1
		0		1	
		0		1	
7	The total long-term cost to the College to acquire the vendor's goods or services (up to 5 points)	5	5	2	2.33
		5		2	
		5		3	
8	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. has its principal place of business in this state; or b. employs at least 500 persons in this state. (up to 5 points)	0	0	0	0
		0		0	
		0		0	
9	The vendor's experience in providing the goods and/or services requested. (up to 5 points)	5	4.66	5	4.66
		5		4	
		4		5	
TOTAL EVALUATION POINTS		89.33		86.3	
RANKING		1		2	

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

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

SOUTH TEXAS COLLEGE
4. PROPOSAL CRITERIA - PRODUCT AND SERVICE

		Product and Service	
		Points	Score Key
1	Criterion 1: The purchase price a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	32	
2	Criterion 2: The reputation of the vendor and of the vendor's goods or services a. Number of Years in Business b. References (similar projects) c. Services/Installation d. Professional Licenses/Certifications	15	13-15 8-12 3-7 0-2 Excellent Acceptable Marginal Poor/No Response
3	Criterion 3: The quality of the vendor's goods or service a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	14	13-14 9-12 3-8 0-2 Excellent Acceptable Marginal Poor/No Response
4	Criterion 4: The extent to which the goods or services meet the district's needs a. Time Frame to complete the project b. Delivery Time Frame of product(s) c. Number of staff d. Meet or exceed the specifications	20	16-20 11-15 6-10 0-5 Excellent Acceptable Marginal Poor/No Response
5	Criterion 5: The vendor's past relationship with the district a. Quality of Past Performances with STC ****New Vendors will receive two points	3	3 2 1 0 Excellent Acceptable/New Vendor Marginal Poor/No Response
6	Criterion 6: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses a. Provided the Certification	1	1 0 Yes No
7	Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and a. Annual Escalation Increase b. Annual Maintenance Cost	5	Up to 5 points will be used from the purchase price if applicable
8	Criterion 8: For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state.	5	5 0 Yes No
9	Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals a. Financial Standing b. Potential or Pending Sale of Business c. SAS 70 d. Red Flag Rules e. Gramm-Leach-Bliley Act	5	Up to 5 points will be used from the purchase price if applicable
Total Points		100	

Definitions of evaluation terms:

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

SOUTH TEXAS COLLEGE
5. PECAN CAMPUS BUILDING D AUDITORIUM AUDIOVISUAL UPGRADE
PROJECT NO. 24-25-1057

VENDOR		Audio Visual Aids	JSJ Rodriguez, Inc./ dba Telepro Communications
ADDRESS		2903 N Flores St	12005 N Bryan Rd
CITY/STATE/ZIP		San Antonio, TX 78212	Mission, TX 78573
PHONE		800-422-1282	956-618-2360
CONTACT		Ernest Mendez	Samantha Pecina
#	Description	Proposed	Proposed
1	Pecan Campus Building D Auditorium Audiovisual Upgrade	\$ 67,562.40	\$ 75,519.10
TOTAL PROPOSAL AMOUNT		\$ 67,562.40	\$ 75,519.10
TOTAL EVALUATION POINTS		96.25	87.82
RANKING		1	2

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

SOUTH TEXAS COLLEGE
5. PECAN CAMPUS BUILDING D AUDITORIUM AUDIOVISAL UPGRADE
PROJECT NO. 24-25-1057
EVALUATION SUMMARY

VENDOR		Audio Visual Aids		JSJ Rodriguez, Inc./ dba Telepro Communications	
ADDRESS		2903 N Flores St		12005 N Bryan Rd	
CITY/STATE/ZIP		San Antonio, TX 78212		Mission, TX 78573	
PHONE		800-422-1282		956-618-2360	
CONTACT		Ernest Mendez		Samantha Pecina	
1	The purchase price. (up to 42 points)	42	42	37.57	37.57
		42		37.57	
		42		37.57	
		42		37.57	
2	The reputation of the vendor and the vendor's goods or services. (up to 15 points)	14	14	12	11.75
		15		10	
		13		13	
		14		12	
3	The quality of the vendor's goods or services. (up to 14 points)	13	13.25	11	12.5
		14		14	
		13		13	
		13		12	
4	The extent to which the goods or services meet the district's needs. (up to 20 points)	20	19	20	17.75
		20		15	
		16		16	
		20		20	
5	The vendor's past relationship with the district. (up to 3 points)	3	3	2	2.25
		3		2	
		3		3	
		3		2	
6	The impact on the ability of the College to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	0	0	1	1
		0		1	
		0		1	
		0		1	
7	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner. (up to 5 points)	5	5	5	5
		5		5	
		5		5	
		5		5	
TOTAL EVALUATION POINTS		96.25		87.82	
RANKING		1		2	

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

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

SOUTH TEXAS COLLEGE
5. PROPOSAL CRITERIA - PRODUCT AND SERVICE

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

Definitions of evaluation terms:

SOUTH TEXAS COLLEGE
6. PURCHASE AND INSTALLATION OF LED FLAT PANELS - STARR COUNTY CAMPUS BUILDING E
PROJECT NO. 24-25-1059

VENDOR		AJ3 Construction, LLC	Metro Electric, Inc.		River Line Contracting, LLC			
ADDRESS		2900 N Texas Blvd., Suite 201	1901 Industrial Drive		3700 N. 10th Street			
CITY/STATE/ZIP		Weslaco, TX 78599	McAllen, TX 78504		McAllen, TX 78501			
PHONE		956-536-8568	956-686-2323		956-249-3381			
CONTACT		Arturo Gonzalez	Michael A. Gerdes		Mauricio Marcos			
#	Qty	Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	402	LED Lights Model No.CPX 2X4 ALO8 SWW7 M2	\$ 110.11	\$ 44,264.22	\$ 57.00	\$ 22,914.00	\$ 126.50	\$ 50,853.00
2	56	LED Lights Model No. CPX 2X4 ALO8 SWW7 IE10WCP	\$ 358.08	\$ 20,052.48	\$ 263.00	\$ 14,728.00	\$ 289.86	\$ 16,232.16
3	1	Shipping and Handling	\$ 4,000.00		N/A		\$ 1,300.00	
4	1	Installation	\$ 20,759.19		\$ 44,612.00		\$ 91,600.00	
5	Number of Days for Delivery		30 days		90 days		30 days to perform the work, do not include the shipping time to receive all fixtures - Approximately 3 to 4 weeks.	
TOTAL AMOUNT PROPOSED			\$ 89,075.89		\$ 82,254.00		\$ 159,985.16	
TOTAL EVALUATION POINTS			86.40		91.67		66.49	
RANKING			2		1		3	

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

SOUTH TEXAS COLLEGE
6. PURCHASE AND INSTALLATION OF LED FLAT PANELS - STARR COUNTY CAMPUS BUILDING E
PROJECT NO. 24-25-1059
EVALUATION SUMMARY

VENDOR		AJ3 Construction LLC		Metro Electric, Inc.		River Line Contracting, LLC	
ADDRESS		2900 N Texas Blvd., Suite 201		1901 Industrial Drive		3700 N. 10th Street	
CITY/STATE/ZIP		Weslaco, TX 78599		McAllen, TX 78504		McAllen, TX 78501	
PHONE		956-536-8568		956-686-2323		956-249-3381	
CONTACT		Arturo Gonzalez		Michael A. Gerdes		Mauricio Marcos	
1	The purchase price (up to 47 points)	43.4	43.4	47	47	24.16	24.16
		43.4		47		24.16	
		43.4		47		24.16	
2	The reputation of the vendor and of the vendor's goods or services. (up to 10 points)	7	7.33	8	7.67	7	7.33
		7		7		7	
		8		8		8	
3	The quality of vendor's goods or services. (up to 16 points)	12	13	13	14	13	13.33
		13		14		13	
		14		15		14	
4	The extent to which the goods or services meet the districts needs. (up to 18 points)	13	14.67	15	15.67	13	13.67
		15		15		13	
		16		17		15	
5	The vendor's past relationship with the district. (up to 3 points)	2	2	3	2.33	2	2
		2		2		2	
		2		2		2	
6	The impact on STC's ability to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 points)	1	1	0	0	1	1
		1		0		1	
		1		0		1	
7	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state. (up to 5 points)	5	5	5	5	5	5
		5		5		5	
		5		5		5	
TOTAL EVALUATION POINTS		86.40		91.67		66.49	
RANKING		2		1		3	

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

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

**SOUTH TEXAS COLLEGE
6. PROPOSAL CRITERIA - PRODUCT ONLY**

	Product Only		
	Points	Score Key	
1 Criterion 1: The purchase price a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	47		
2 Criterion 2: The reputation of the vendor and of the vendor's goods or services a. Number of Years in Business b. References (similar projects)	10	8-10 5-7 2-4 0-1	Excellent Acceptable Marginal Poor/No Response
3 Criterion 3: The quality of the vendor's goods or service a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	16	14-16 9-13 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
4 Criterion 4: The extent to which the goods or services meet the district's needs a. Delivery Time Frame of product(s) b. Meet or exceed the specifications	18	14-18 9-13 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
5 Criterion 5: The vendor's past relationship with the district a. Quality of Past Performances with STC ****New Vendors will receive two points	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
6 Criterion 6: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses a. Provided the Certification	1	1 0	Yes No
7 Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services a. Annual Maintenance Cost b. Annual Escalation Increase			Up to 5 points will be used from the purchase price if applicable
8 Criterion 8: For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state.	5	5 0	Yes No
9 Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals, e.g.: a. Financial Standing b. Potential or Pending Sale of Business c. Trade-In of outdated equipment			Up to 5 points will be used from the purchase price if applicable
Total Points		100	

Definitions of evaluation terms:

Excellent - respondent provided information which fully addressed or exceeded the requirements

Acceptable - respondent provided information which addressed most but not all of the requirements

Marginal - respondent provided minimal information on requirements

Poor/No response - respondent provided inadequate responses to requirements or did not respond

SOUTH TEXAS COLLEGE
7. PURCHASE AND INSTALLATION OF PARKING LOT LED LIGHT POLES AND FIXTURES - PECAN CAMPUS AND STARR COUNTY CAMPUS
PROJECT NO. 24-25-1061

VENDOR		AJ3 Construction, LLC	Benmar Electric, LLC		CRC Development & Construction. Co. LLC		Lexine Inc.		Metro Electric, Inc.		River Line Contracting, LLC			
ADDRESS		2900 N Texas Blvd. Suite 201	4500 Pecan Blvd		2016 S. 45th St.		400 E. Pecan Blvd.		1901 Industrial Drive		3700 N. 10th Street			
CITY/STATE/ZIP		Weslaco, TX 78599	McAllen, TX 78501		McAllen, TX 78503		McAllen, TX 78501		McAllen, TX 78504		McAllen, TX 78501			
PHONE		956-536-8568	956-631-9995		208-972-1192		956-992-0690		956-686-2323		956-249-3381			
CONTACT		Arturo Gonzalez	Benny Abram Martinez		Carlo Cantu		Amanda Hoch		Michael A Gerdes		Mauricio Marcos			
#	Qty	Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Extension	Extension	Extension	Extension
1	60	Concourse LED Lights 208/277/480 V Model No. CON-2L-T5	\$ 1,544.02	\$ 92,641.20	\$ 1,198.00	\$ 71,880.00	\$ 1,611.78	\$ 96,706.80	\$ 1,135.00	\$ 68,100.00	\$ 1,108.00	\$ 66,480.00	\$ 1,275.53	\$ 76,531.80
2	5	Squared Non-Tapered Steel Poles - 30 Feet Model No. SSP	\$ 3,392.00	\$ 16,960.00	\$ 2,783.00	\$ 13,915.00	\$ 7,022.60	\$ 35,113.00	\$ 2,542.00	\$ 12,710.00	\$ 2,480.00	\$ 12,400.00	\$ 2,700.00	\$ 13,500.00
3	1	Shipping and Handling	\$ 4,200.38		\$ 1,500.00		\$ 5,000.00		Included in Quantities Show		None		\$ 1,500.00	
4	1	Installation	\$ 25,680.00		\$ 63,932.00		\$ 28,500.00		\$ 13,046.00		\$ 21,611.00		\$ 44,500.00	
5	Number of Days For Completion		25 days		40 days		60 days assuming +/- 30 day lead time		10 days approximate time is from the time the material arrives		60 Days		30 days to perform the work do not include the shipping time to receive all fixtures - approximately 9 to 11 weeks	
TOTAL AMOUNT PROPOSED			\$ 139,481.58		\$ 151,227.00		\$ 165,319.80		\$ 93,856.00		\$ 100,491.00		\$ 136,031.80	
TOTAL EVALUATION POINTS			74.62		72.16		68.01		90.33		88.56		74.75	
RANKING			4		5		6		1		2		3	

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

SOUTH TEXAS COLLEGE
7. PURCHASE AND INSTALLATION OF PARKING LOT LED LIGHT POLES AND FIXTURES - PECAN CAMPUS AND STARR COUNTY CAMPUS
PROJECT NO. 24-25-1061
EVALUATION SUMMARY

VENDOR		AJ3 Construction, LLC		Benmar Electric, LLC		CRC Development & Construction. Co. LLC		Lexine Inc.		Metro Electric, Inc.		River Line Contracting, LLC	
ADDRESS		2900 N Texas Blvd. Suite 201		4500 Pecan Blvd		2016 S. 45th St.		400 E. Pecan Blvd.		1901 Industrial Drive		3700 N. 10th Street	
CITY/STATE/ZIP		Weslaco, TX 78599		McAllen, TX 78501		McAllen, TX 78503		McAllen, TX 78501		McAllen, TX 78504		McAllen, TX 78501	
PHONE		956-536-8568		956-631-9995		208-972-1192		956-992-0690		956-686-2323		956-249-3381	
CONTACT		Arturo Gonzalez		Benny Abram Martinez		Carlo Cantu		Amanda Hoch		Michael A Gerdes		Mauricio Marcos	
1	The purchase price (up to 47 points)	31.62	31.62	29.16	29.16	26.68	26.68	47	47	43.89	43.89	32.42	32.42
		31.62		29.16		26.68		47		43.89		32.42	
		31.62		29.16		26.68		47		43.89		32.42	
2	The reputation of the vendor and of the vendor's goods or services. (up to 10 points)	7	7.33	7	7.33	7	7	7	7.33	7	7.67	7	7.33
		7		7		7		7		8		7	
		8		8		7		8		8		8	
3	The quality of vendor's goods or services. (up to 16 points)	13	13	13	13.33	13	13.67	13	13.66	14	14	13	13.33
		12		13		14		13		13		14	
		14		14		14		15		15		14	
4	The extent to which the goods or services meet the districts needs. (up to 18 points)	15	14.67	14	14.33	13	13.67	14	14.33	15	15.67	13	13.67
		13		13		13		13		15		13	
		16		16		15		16		17		15	
5	The vendor's past relationship with the district. (up to 3 points)	2	2	2	2.00	2	2	2	2	2	2.33	2	2
		2		2		2		2		3		2	
		2		2		2		2		2		2	
6	The impact on STC's ability to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 points)	1	1	1	1	0	0	1	1	0	0	1	1
		1		1		0		1		0		1	
		1		1		0		1		0		1	
7	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state. (up to 5 points)	5	5	5	5	5	5	5	5	5	5	5	5
		5		5		5		5		5		5	
		5		5		5		5		5		5	
TOTAL EVALUATION POINTS		74.62		72.16		68.01		90.33		88.56		74.75	
RANKING		4		5		6		1		2		3	

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

**SOUTH TEXAS COLLEGE
7. PROPOSAL CRITERIA - PRODUCT ONLY**

	Product Only		
	Points	Score Key	
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6 Criterion 6: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses a. Provided the Certification	1	1 0	Yes No
7 Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services a. Annual Maintenance Cost b. Annual Escalation Increase			Up to 5 points will be used from the purchase price if applicable
8 Criterion 8: For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state.	5	5 0	Yes No
9 Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals, e.g.: a. Financial Standing b. Potential or Pending Sale of Business c. Trade-In of outdated equipment			Up to 5 points will be used from the purchase price if applicable
Total Points		100	

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SOUTH TEXAS COLLEGE
8. DISTRICT-WIDE TECHNOLOGY REQUEST
May 27, 2025

#	Qty	Description	Unit Price	Extension	Requesting Department
COMPUTERS					
1	1	Dell OptiPlex Micro FF Tower 7020, Intel Core i5 14500, 16GB Memory, 256GB Hard Drive, 75" Interactive Touch Monitor, Keyboard and Mouse, Warranty	\$ 4,301.48	\$ 4,301.48	Arturo Solano - Learning Commons and Open Labs New system for student lab
2	6	Dell OptiPlex Micro FF Plus Tower 7020, Intel Core i7 14700, 16GB Memory, 512GB Hard Drive, Keyboard and Mouse, Warranty	\$ 1,204.37	\$ 7,226.22	Lynell Williams - Centers for Learning Excellence New systems for student lab
3	1	Dell OptiPlex Tower 7020 Intel Core i5 14500; 32GB Memory, 512GB Hard Drive, 22" Monitor, Warranty	\$ 1,047.71	\$ 1,047.71	Luis De La Garza - Facility Maintenance New system for department staff
Computers Total:			\$	12,575.41	
LAPTOPS					
4	6	Dell Laptop Latitude 5450 XCTO Base, Intel Core Ultra 5 135U, 16GB Memory, 256GB Hard Drive, Docking Station, Keyboard and Mouse, Warranty	\$ 1,395.16	\$ 8,370.96	Angela Barrera - Culinary Arts Program Replacement of out-of-warranty systems for department faculty
5	1	Dell Laptop Precision Workstation 5690, Intel Core Ultra 7 155H, 32GB Memory 512GB Hard Drive, Briefcase, Warranty	\$ 3,358.74	\$ 3,358.74	Saeed Molki - Computer Science Program Replacement system for department faculty
6	1	Dell Laptop Mobile Precision Workstation 7680 CTO, Intel Core i7-13850HX, 32GB Memory 1TB Hard Drive, Docking Station, Warranty	\$ 2,705.00	\$ 2,705.00	Gabriel Pena - Respiratory Therapy Program Replacement of out-of-warranty system for department faculty
7	3	Dell Laptop Latitude 5450 XCTO Base, Intel Core Ultra 5 135U, 16GB Memory, 256GB Hard Drive, Warranty	\$ 1,160.00	\$ 3,480.00	Gabriel Pena - Respiratory Therapy Program Replacement of out-of-warranty systems for department faculty
8	10	Dell Laptop Latitude 5450 XCTO Base, Intel Core Ultra 5 135U, 16GB Memory, 256GB Hard Drive, Warranty	\$ 1,160.00	\$ 11,600.00	Ruben Aldape - Carl Perkins Grant Carla Rodriguez - Office of Sponsored Initiatives New systems for student check out
9	2	Dell Laptop Latitude 5450 XCTO Base, Intel Core Ultra 5 135U, 16GB Memory, 256GB Hard Drive, Docking Station, Warranty	\$ 1,367.00	\$ 2,734.00	Christopher Nelson - Division of Liberal Arts New systems for new department staff
10	3	Dell Laptop Latitude 5450 XCTO Base, Intel Core Ultra 5 135U, 16GB Memory, 256GB Hard Drive, Warranty	\$ 1,160.00	\$ 3,480.00	Myriam Lopez - Business Office Replacement of out-of-warranty systems for department staff
11	20	Lenovo Chromebook Laptops 100e Intel G4, 8GB Memory, 64B Hard Drive, Lenovo Premier 3-Year Warranty	\$ 357.00	\$ 7,140.00	Francisco Salinas - Cybersecurity Program New systems for student lab
12	2	Dell Laptop Latitude 5450 XCTO Base, Intel Core Ultra 5 135U, 16GB Memory, 256GB Hard Drive, Warranty	\$ 1,160.00	\$ 2,320.00	Myriam Lopez - Business Office New systems for new department staff
13	10	Dell Mobile Precision Workstation 7680, Intel Core i7-13850HX, 32GB Memory, 512GB Hard Drive, Warranty	\$ 2,710.00	\$ 27,100.00	Dr. Ravindra Nandigam - Engineering Program Replacement of out-of-warranty systems for student lab
14	10	Dell Mobile Precision Workstation 7680, Intel Core i7-13850HX, 32GB Memory, 512GB Hard Drive, Warranty	\$ 2,437.00	\$ 24,370.00	Ruben Torres - Clinical Simulation Replacement of outdated systems for student lab
15	12	Dell Mobile Precision Workstation 7680, Intel Core i7-13850HX, 32GB Memory, 512GB Hard Drive, Warranty	\$ 2,710.00	\$ 32,520.00	Dr. Ravindra Nandigam - Physics Program Replacement of out-of-warranty systems for student lab

SOUTH TEXAS COLLEGE
8. DISTRICT-WIDE TECHNOLOGY REQUEST
 May 27, 2025

#	Qty	Description	Unit Price	Extension	Requesting Department
16	1	Dell Alienware x16 R2 Gaming Laptop; Intel Core Ultra 9, 16GB Memory 2TB Hard Drive, Warranty	\$ 3,148.11	\$ 3,148.11	Francisco Salinas - Cybersecurity Program Replacement of out-of-warranty system for department staff
17	1	Apple 14" MacBook Pro Space Black, 16GB Memory, 512GB Storage 3-Year AppleCare	\$ 1,708.00	\$ 1,708.00	Juan Ramirez - Division of Social and Behavioral Sciences Replacement of out-of-warranty system for department faculty
18	1	Dell Laptop Latitude 7450 XCTO, Intel Core Ultra 7, 16GB Memory 512GB Hard Drive, Active Pen, Docking Station, Warranty	\$ 1,897.95	\$ 1,897.95	Arturo Solano - Learning Commons and Open Labs Replacement system for department staff
Laptops Total:			\$	135,932.76	
TABLETS					
19	1	Apple 11" iPad Wi-Fi 128GB, Silver 3-Year AppleCare	\$ 408.00	\$ 408.00	Victor Valdez - Law Enforcement Program New system for department staff
20	1	Apple 11" iPad Wi-Fi 128GB, Silver 3-Year AppleCare	\$ 408.00	\$ 408.00	Victor Valdez - Fire Science Program New system for department staff
Tablets Total:			\$	816.00	
MONITORS					
21	18	Dell 24" P Series Monitor P2425 3-Year Warranty	\$ 248.00	\$ 4,464.00	Javier Reyes - Architectural and Engineering Design Technology Program Replacement of out-of-warranty monitors for department staff
22	7	Dell Pro 65" Plus 4K Touch Monitor P6524QT 3 Year Warranty	\$ 3,449.99	\$ 24,149.93	Lynell Williams - Centers for Learning Excellence New monitors for student lab
Monitors Total:			\$	28,613.93	
Computers, Laptops, Tablets, and Monitors Total Amount:			\$	177,938.10	

SOUTH TEXAS COLLEGE
9. DISTRICT-WIDE FURNITURE REQUEST
May 27, 2025

#	Qty	Description	Unit Price	Extension	Requesting Department
BSN Sports (Texas Association of School Boards – Buyboard)					
1	1	5 Row 15' Aluminum Bleacher with Double FB	\$ 5,200.00	\$ 5,200.00	Regional Center for Public Safety Excellence - Robert Vela
					Bleachers will be used for all class lectures held near outdoor facilities at the RCPSE
2	1	Labor to receive, inspect, deliver, install and remove debris	\$ 490.00	\$ 490.00	
		BSN Sports Total:	\$ 5,690.00		
Gateway Printing and Office Supply, Inc. (OMNIA Partners, Sourcewell and TIPS)					
1	8	762036GW Datum Post Heavy Duty Plus Shelves	\$ 423.04	\$ 3,384.32	Cosmetology Program - Carla Balleza
					Shelves will be used by the Cosmetology Program to organize class materials.
2	21	KIM N95MAX Swift, 1 Seat lounge, armless	\$ 1,393.65	\$ 29,266.65	New Furniture - Ricardo De La Garza
	4	KIM N95MKX Swift, Inside Corner, 90 Degree	\$ 1,970.55	\$ 7,882.20	Furniture will replace all student lounge furniture in Pecan Campus Building H Room 121
	2	KIM N32T36MGL Reno, 36 Dia, Round Coffee Table	\$ 884.25	\$ 1,768.50	
	5	TJEA3060-74P Tributaire, Post Leg, Rectangular 30x60", 29"H 74P edge	\$ 598.95	\$ 2,994.75	
	50	KII SWNA Strive High Density Armless Chair	\$ 136.95	\$ 6,847.50	
	12	KII SLSNAP Strive Four-Leg Armless Café Stool	\$ 208.45	\$ 2,501.40	
	6	PR25FT-74P Portico Flip-Top, Round, LX Base 74P Edge, 30"	\$ 645.15	\$ 3,870.90	
	4	KII PR25FT-74P Portico Flip-Top, Round, LX Base, 74P Edge, 30"	\$ 645.15	\$ 2,580.60	
3	3	762036GW Datum Post Heavy Duty Plus Shelves	\$ 423.04	\$ 1,269.12	Fire Science Program - Victor Valdez
					Shelves will be used at the Starr County Campus to organize and store Fire Academy gear and equipment.
4	2	762036GW Datum Post Heavy Duty Plus Shelves	\$ 423.04	\$ 846.08	Center for Learning Excellence - Lynell Williams
					Shelves will be used in the Centers for Learning Excellence SI Room at the Pecan Campus to organize instructional materials.
5	1	Manufacture Tariff Surcharge	\$ 1,828.23	\$ 1,828.23	
6	1	Labor to receive, inspect, deliver, install and remove debris	\$ 9,490.50	\$ 9,490.50	
		Gateway Printing and Office Supply, Inc. Total:	\$ 74,530.75		
Landscape Forms (OMNIA Partners)					
1	8	Plainwell Litter, 35 gal Capacity Trash Cans	\$ 1,828.32	\$ 14,626.56	RR District Wide Outdoor Furniture Replacements - Mary Del Paz
					Outdoor trash cans to replace the deteriorating existing trash cans located at Technology Campus Building A and B
2	1	Labor to receive, inspect, deliver, install and remove debris	\$ 2,920.00	\$ 2,920.00	
		Landscape Forms Total:	\$ 17,546.56		
Siddons-Martin Emergency Group (Texas Association of School Boards – Buyboard)					
1	8	GRR Ready Rack Mobile Single Sided 3 Bay Gear Lockers	\$ 1,120.00	\$ 8,960.00	Regional Center for Public Safety Excellence - Robert Vela
					Lockers are needed for students to securely store their equipment and gear.
2	1	Labor to receive, inspect, deliver, install and remove debris	\$ 1,250.00	\$ 1,250.00	
		Siddons-Martin Emergency Group Total:	\$ 10,210.00		
Tree Top Products, LLC (TIPS)					
1	4	1ZK5661-BN/BK Hex Standard Table, 46", Brown, Black frame	\$ 1,027.00	\$ 4,108.00	RR District Wide Outdoor Furniture Replacements - Mary Del Paz
	1	1ZK5662-BN/BK Hex Standard Table, Wheelchair Accessible, 44.5"	\$ 1,027.00	\$ 1,027.00	Outdoor tables and benches to replace the deteriorating outdoor furniture between Technology Campus Buildings A and B.
	14	2ZK2111-BN Madison Bench 6', Brown	\$ 917.15	\$ 12,840.10	
2	1	Labor to receive, inspect, deliver, install and remove debris	\$ 1,862.58	\$ 1,862.58	
		Tree Top Products, LLC Total:	\$ 19,837.68		
		Furniture Total:	\$ 127,814.99		

SOUTH TEXAS COLLEGE
10. MOBILE MEDICAL CARTS - GRANT FUNDED

VENDOR			Howard Technology Solutions/ Howard Medical	
ADDRESS			P.O. Box 1590	
CITY/STATE/ZIP			Laurel, MS 39441	
CONTACT			Laura Chisholm	
#	Qty	Description	Unit Price	Extension
1	3	Cart configured with Power System Includes Standard Warranty	\$ 8,601.00	\$ 25,803.00
2	3	24" Monitor Includes 3-Year Warranty	\$ 147.00	\$ 441.00
3	3	Multipurpose Exam Camera (Camera Only)	\$ 1,570.00	\$ 4,710.00
4	3	Complete Wired Stethoscope	\$ 540.00	\$ 1,620.00
5	3	Sound Card - Stereo - USB	\$ 20.00	\$ 60.00
6	3	Audio Splitter Y-Cable and Headphone Extender Male/Female	\$ 5.00	\$ 15.00
7	3	3.5mm Audio Cable Male/Male	\$ 4.00	\$ 12.00
8	3	Over Ear Headphones	\$ 84.00	\$ 252.00
9	3	Otoscope Lens	\$ 1,140.00	\$ 3,420.00
10	3	General Viewing Lens	\$ 581.00	\$ 1,743.00
11	3	In-Factory Integration	\$ 360.00	\$ 1,080.00
12	3	Camera, 10x Optical Zoom, USB	\$ 488.00	\$ 1,464.00
13	3	Dermascope Lens	\$ 1,140.00	\$ 3,420.00
14	3	Anterior Chamber Lens	\$ 1,140.00	\$ 3,420.00
15	3	Dental Exam Lens	\$ 1,140.00	\$ 3,420.00
16	3	Dental Mirrors	\$ 76.00	\$ 228.00
17	3	3-Year Subscription License	\$ 498.00	\$ 1,494.00
18	3	Speakerphone, Hands-Free, Bluetooth	\$ 131.00	\$ 393.00
19	1	Shipping and Handling	\$ 900.00	\$ 900.00
TOTAL AMOUNT			\$	53,895.00

SOUTH TEXAS COLLEGE
11. SOLAR/WIND ENERGY TRAINING SYSTEMS

VENDOR			Advanced Technologies Consultants	
ADDRESS			44800 Helm St	
CITY/STATE/ZIP			Plymouth, MI 48170	
CONTACT			Mark De La Cruz	
#	Qty	Description	Unit Price	Extension
1	7	Solar/Wind Training Systems	\$ 32,901.00	\$ 230,307.00
2	1	Timer Switch	\$ 99.00	\$ 99.00
3	3	Power Inverter	\$ 1,225.00	\$ 3,675.00
4	8	Battery Bank	\$ 902.00	\$ 7,216.00
5	1	Circuit Breaker	\$ 255.00	\$ 255.00
6	6	Ammeter	\$ 294.00	\$ 1,764.00
7	2	Motor 1/6HP 90VDC	\$ 1,057.00	\$ 2,114.00
8	2	Diversion Load CT-01	\$ 880.00	\$ 1,760.00
9	3	Lexan Sleeve Housing	\$ 40.00	\$ 120.00
10	1	Shipping	\$ 4,690.00	\$ 4,690.00
TOTAL AMOUNT			\$	252,000.00