

South Texas College
Board of Trustees
Finance, Audit, and Human Resources Committee
Ann Richards Administration Building Board Room
Pecan Campus, McAllen, Texas
Tuesday, October 14, 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 September 9, 2025 Finance, Audit, and Human Resources Committee Minutes..... 1-22
- II. Discussion and Action as Necessary to Adopt the Guidelines and Criteria for Granting Tax Abatements and Approval of Resolution 2026-001 for Electing to Participate in Tax Abatement Agreements and Adopting Guidelines and Criteria23-53
- III. Review and Discussion to Amend and Restate the Monte Alto Windpower, LLC and Monte Alto Windpower, LLC – Phase II (Terra-Gen Development Company, LLC) and South Texas College Tax Abatement Agreement..... 54-59
- IV. Review and Discussion on Monte Cristo II Windpower, LLC (Terra-Gen Development Company, LLC) Tax Abatement Application 60-64
- V. Review and Action as Necessary on Award of Proposals, Purchases, Renewals, Purchase Renewals, and Interlocal Agreements 65-101

Award of Proposals

- 1) Audiovisual Upgrade Active Learning Classroom
- 2) Catering Services
- 3) Childcare Services - II (Grant Funded)
- 4) Fire Suppression Systems Service
- 5) In-Store Purchase of Materials and Supplies
- Purchases
- 6) Automotive Alignment, Inspection, and Safety Training Equipment
- 7) Cardiac Monitor
- 8) Computers, Laptops, and Monitors
- 9) Law Enforcement Vehicle

	10) Learning Management System Support Services	
	11) Rental of Personal Protective Equipment for Fire Science Academy Students	
	12) Training Trailer with an Adjustable Ventilation Prop, and Vent- Enter-Search Window Purchase Renewals	
	13) Case Management and Mentoring Services	
	14) Institutional Membership	
	15) Intelligent Learning Platform Subscription Agreement	
	16) Software License Agreement	
	17) Vehicle Fuel Program Renewals	
	18) Campus Dining and Food Trucks - Mid Valley Campus	
	19) Graduation Regalia	
	20) Printing of Stationery	
	21) Signs, Banners, and Related Products	
	Interlocal Agreements	
	22) Facility Usage Agreements	
	23) Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Third Party Partnership Initiative	
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VIII.	Review and Recommend Action on Resolution #2026-003 Authorizing Investment Brokers/Dealers	106-109
IX.	Review and Discussion of the Auxiliary Fund for Fiscal Year 2025 – 2026	110-116
X.	Review and Recommend Approval for Reaffirming Academic Freedom at South Texas College.....	117-118
XI.	Review and Recommend Action as Necessary on Proposed Interlocal Agreement Supporting Educational Programming with Edcouch-Elsa ISD	119-120
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XIII.	Review and Recommend Action on Proposed Projects for Internal Auditor for FY 2025 – 2026.....	128-131
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	A. Adopt CAK (LOCAL) Appropriations and Revenue Sources: Investments	
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- B. Adopt BCB (Local) – Board Internal Organization: Board Committees
- C. Adopt BCE (Local) – Board Internal Organization: Advisory Committees
- D. Adopt CG (Local) – Safety Program
- E. Adopt DIAB (Local) – Freedom from Discrimination, Harassment, and Retaliation:
Other Protected Characteristics
- F. Adopt ECC (Local) – Instructional Arrangements: Course Load and Schedules
- G. Adopt FFDB (Local) – Freedom from Discrimination, Harassment, and Retaliation:
Other Protected Characteristics
- H. Adopt FLBC (Local) – Student Conduct: Prohibited Organizations and Hazing

XVI. Review and Discussion of First Reading of Local Board Policies 165-199

- A. Adopt DGBA (LOCAL) – Personnel – Management Relations: Employee Grievances
- B. Adopt FB (LOCAL) – Admissions
- C. Adopt GD – (LOCAL) Community Expression and Use of College Facilities

Supporting Documentation 200-225

**Approval of September 9, 2025 Finance, Audit, and Human Resources Committee
Minutes**

Purpose

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of September 9, 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
September 9, 2025 @ 5:00 p.m.**

Minutes

The Finance, Audit, and Human Resources Committee Meeting was held on Tuesday, September 9, 2025 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 5:06 p.m. with Ms. Dalinda Gonzalez-Alcantar presiding.

Members present: Mr. Paul Rodriguez, and Mr. Danny Guzman.

Other Trustees Present: Dr. Alejo Salinas, Jr., Mr. David De Los Rios

Members absent: None

Also present: Dr. Ricardo J. Solis, Ms. Mary Del Paz, Dr. Jesus Campos, Dr. Anahid Petrosian, Ms. Myriam Lopez, Ms. Deyadira Leal, Dr. Brett Millan, Ms. Alicia Correa, Ms. Claudia Olivares, Mr. Mark Goulet, Mr. Andrew Fish, Mr. George McCaleb, Mr. Joe Vela, Dr. Marcos Silva, Mr. Javier Villalobos, Mr. Jose L. Silva, Mr. Jason Gutierrez, Ms. Gardenia Perez, Mr. Khalil Abdulah, Dr. Rodney Rodriguez, Mr. Luis De La Garza, Dr. Matt Hebbard, Dr. Margo Vargas Ayala, Ms. Myriam Lopez, Ms. Marcela Beas, Ms. Lynda Lopez, Mr. David Valdez, Ms. Monica Benitez, and Ms. Venisa Earhart.

**Approval of August 12, 2025 Finance, Audit, and Human
Resources Committee Minutes**

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of August 12, 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 August 12, 2025 Committee Meeting as presented.

Review and Discussion of Economic Impact Study of South Texas College for Fiscal Year 2023-2024

Purpose	To review and discuss the Economic Impact Study of South Texas College for Fiscal Year 2023-2024.
Justification	The last Economic Impact Study was conducted in Fiscal Year 2013-2014; therefore, a new assessment is needed to identify the current value of the College to the regional economy. The Economic Impact Study was conducted by Lightcast, and provides clarity on the role of the College in the economic development and investment analysis of Hidalgo and Starr counties, increasing the residents' awareness of the College's commitment to the area. Michael Gilman will provide a summary of the findings presented in Appendix A.
Enclosed Documents	Appendix A – Economic Impact Study of South Texas College for Fiscal Year 2023-2024 Presentation was included in the packet for the Committee's review and information.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Myriam Lopez, Associate Vice-President - Finance and Management

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

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

Purpose and Justification – Administration requested the Committee recommend Board approval of the following Award of Proposals, Purchases, Purchase Renewals, Renewals, and Interagency Agreement at a total cost of \$1,564,669.20.

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

Administration notified the Committee that item number 7 needed to be removed from the items because no contract was received. Item number 7 will be presented at the October Finance Committee meeting for recommendation. Removing item number 7 changed the original total cost of \$1,631,999.20 to a new total cost \$1,564,669.20.

Upon a motion by Mr. Danny Guzman and a second by Mr. Paul Rodriguez the Committee recommended Board approval of the Award of Proposals, Purchases, Purchase Renewals, Renewals, and Interagency Agreement with the exception of item #7 at a total cost of \$1,564,669.20, as listed below.

The motion carried.

Recommendation: It is requested that the Committee recommend for Board approval of the award of proposals, purchases, purchase renewals, renewals, and interagency agreement at a total cost of \$1,631,999.20, as listed below:

Award of Proposals

- 1) Campus Dining and/or Food Truck Services – Pecan Campus:** award the proposals for Campus Dining and/or Food Truck Services – Pecan Campus to **Chick-fil-A 27th Nolana** (McAllen, TX) and **Laredo Comidas, LLC** (McAllen, TX) for the period beginning October 1, 2025 through September 31, 2026, with two one-year options to renew, at no cost to the College;
- 2) Re-Bid Campus Dining and Food Truck Services – Technology Campus:** award the proposal for Campus Dining and Food Truck Services – Technology Campus to **Chick-fil-A Sharyland Towne Crossing** (Mission, TX) for the period beginning October 1, 2025 through September 31, 2026, with two one-year options to renew, at no cost to the College;

Purchases

- 3) Professional Support Services for Software Integration:** purchase professional support services for software integration from **TouchNet Information Systems, Inc.** (Atlanta, GA), a sole source vendor, for the period beginning September 1, 2025 through October 31, 2028 at a total amount of \$60,000.00;
- 4) Graduation Facility Lease Agreement:** purchase a graduation facility lease agreement from **Viper Arena, LLC/ dba Bert Ogden**

Arena (Edinburg, TX), a sole source vendor for the period beginning at 8:00 a.m. Friday, December 12, 2025 through midnight Saturday, December 13, 2025, at an estimated total amount of \$45,000.00;

- 5) **End Point Protection Software Cloud Subscription:** purchase an end point protection software cloud subscription from **Netsync Network Solutions, Inc.** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning November 13, 2025 through November 12, 2028, at an estimated total amount of \$473,554.23;

**Purchase
Renewals**

- 6) **Microsoft Campus License Agreement:** renew the Microsoft campus license agreement with **SHI Government Solutions, Inc.** (Somerset, NJ), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning November 1, 2025 through October 31, 2026, at an estimated total amount of \$300,594.66;
- 7) **Dual Enrollment Software License Agreement:** renew the dual enrollment software license agreement with **CourseMaven, Inc./ dba DualEnroll.com** (Leesburg, VA), a sole-source vendor, for the period beginning December 1, 2025 through November 30, 2026, at an estimated total amount of \$67,330.00;
- 8) **Subscription Training and Equipment Partnership Lease Agreement:** renew the subscription training and equipment partnership lease agreement with **VirTra, Inc.** (Chandler, AZ), sole-source vendor, for the period beginning November 16, 2025 through November 15, 2026, at an estimated total amount of \$63,793.11;

Renewals

- 9) **Equipment Rental Services:** renew the equipment rental services contracts with **Satori Exhibits, LLC** (Pharr, TX) and **Texas First Rentals, LLC** (San Antonio, TX) for the period beginning December 1, 2025 through November 30, 2026, at an estimated total amount of \$50,000.00;
- 10) **Industrial Supplies, Materials, and Accessories:** renew the industrial supplies, materials, and accessories contracts with the vendors listed in Appendix A for the period beginning November 25, 2025 through November 24, 2026, at an estimated total amount of \$250,000.00, which is based on prior year expenditures;

APPENDIX A

Vendors List

Vendor (City, State)	Vendor (City, State)
Airgas USA LLC (McAllen, TX)	AOC (Brownsville, TX)
Burton Companies (Weslaco, TX)	CV Industrial Hardware LLC (Mission, TX)

Linde Gas and Equipment Inc. (Pharr, TX)	Matheson Tri Gas (San Benito, TX)
Triple S Steel/dba Alamo Iron Works (San Antonio, TX)	United Welding Supply LLC (Edinburg, TX)

11) Merchant Services: renew the merchant services contract with **PNC Merchant Services** (Pittsburgh, PA) for the period beginning December 1, 2025 through November 30, 2026, at an estimated total amount of \$300,000.00, which is based on prior year expenditures;

Interagency Agreement

12) Employee Assistance Program (EAP) Agreement: renew the employee assistance program (EAP) agreement with **The University of Texas Health Science Center at Houston** (Houston, TX) through an interagency agreement for the period beginning November 1, 2025 through October 31, 2026, at an estimated total annual amount of \$21,727.20 for 1,646 full-time employees, at a monthly rate of \$1.10 per employee.

Presentation on Acceptance of the South Texas College Chief Executive Officer Academic Year 2024 – 2025 Report on Sexual Harassment, Sexual Assault, Dating Violence, and Stalking Incidents Under Texas Education Code, Section 51.253(c)

Purpose

Pursuant to the Texas Education Code (TEC), Section 51.253(a), the College's Title IX Coordinator is required to submit a written report no fewer than every three months to the College's Chief Executive Officer regarding reports **received from employees** who are required to report under TEC, Section 51.252.

According to the TEC, the Chief Executive Officer of every higher education institution must also submit a data report at least once during each fall or spring semester to the governing body and then cause the report to be submitted to the Texas Higher Education Coordinating Board (THECB) and certify to the THECB that the report has been presented to the governing body and posted on the College's website.

Justification

TEC Section 51.252 requires **employees** of higher education institutions to report actual or suspected incidents of sexual harassment, sexual assault, dating violence, or stalking committed by or against a student or employee to the Title IX Coordinator or a Deputy Title IX Coordinator. If an employee fails to report or falsely reports such incidents, SB212 subjects these employees to criminal liability (misdemeanor) and termination of employment. During academic year 2024 - 2025 (commencing September 1, 2024), the College did receive reports concerning sexual harassment, sexual assault, dating violence, or stalking incidents from employees. The College did not find that any employee failed to make a required report.

For the purposes of complying with the reporting requirements under TEC Section 51.253(a), these reports have been modeled following guidance by the Texas Higher Education Coordinating Board.

Enclosed Documents

Appendix A – The South Texas College CEO's SB212 Annual Report for the period of September 1, 2024 through August 31, 2025 followed in the packet for the Committee's review and information.

Staff Resource

Todd C. Nelson, Contracts & Regulatory Resources Officer; Title IX & 504 Coordinator

Upon a motion by Mr. Paul Rodriguez and a second by Mr. Danny Guzman the Committee recommended Board acceptance of the South Texas College Chief Executive Officer Academic Year 2024 – 2025 Report on Sexual Harassment, Sexual Assault,

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Dating Violence, and Stalking Incidents Under Texas Education Code, Section 51.253(c)
as presented.

The motion carried.

Review and Recommend Action on Internal Audit Charter

Purpose	To approve the Internal Audit Charter for the period of September 1, 2025 through August 31, 2026.
Justification	A change to the language the audit charter is included. The change to the document is highlighted with strikethrough under the 'Organization' section. The change is necessary to reflect that the Internal Auditor will report functionally to the Board of Trustees only. This reporting structure will more accurately reflect our existing practices and more closely align with the College's 'Admin Organizational Chart.' An Internal Audit Charter is required by the Institute of Internal Auditors (IIA) Standards. Specifically, IIA Attribute Standard 1000 states that "The purpose, authority, and responsibility of the internal audit activity must be formally defined in an Internal Audit Charter, consistent with the Definition of Internal Auditing, the Code of Ethics, and the Standards. The chief audit executive must periodically review the Internal Audit Charter and present it to senior management and the board for approval." The Internal Audit Charter is a formal document that defines the internal audit activity's purpose, authority, and responsibility. The charter establishes the internal audit activity's position within the organization, including the nature of the internal auditor's functional reporting relationship with the board; authorizes access to records, personnel, and physical properties relevant to the performance of engagements; and defines the scope of internal audit activities. Final approval of the Internal Audit Charter resides with the board. This item was presented at the August 12, 2025, Committee Meeting and was deferred by the Committee Chair to the August 26, 2025 Regular Board Meeting so that all Board members would be available to review and vote. At the August 26, 2025, Regular Board Meeting, the item was not considered, and no action was taken.
Enclosed Documents	Appendix A – Internal Audit Charter and Appendix B – Organizational Chart followed in the packet for the Committee's review and information.
Staff Resource	Mr. Khalil Abdullah, Chief Internal Auditor
Recommendation	The Committee recommends Board approval of the Internal Audit Charter for the period of September 1, 2025 through August 31, 2026, as presented.

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This item was deferred until protocols can be reviewed by the entire Board of Trustees.

Review and Recommend Action on Proposed Projects for Internal Auditor for FY 2025 – 2026

Purpose	To approve the proposed projects for the Internal Auditor for FY 2025 – 2026.
Justification	The Audit Charter requires that an annual work plan using an appropriate risk-based methodology be submitted to the Board of Trustees for review and approval. Staff is recommending projects for the Board’s consideration for the Internal Auditor’s review for Fiscal Year 2025 - 2026. The projects listed below are proposed as the assignments for the Internal Auditor. • FY 2025 - 2026 (Scheduled) 1. Fraud Survey 2. Effort Reporting 3. Scholarships 4. Administrative Vehicles 5. Advisory / Consulting Engagements 6. HR Processes – Hiring & Staffing 7. Environmental Health & Safety 8. Account Reconciliations 9. Fixed Assets This item was presented at the August 12, 2025, Committee Meeting and was deferred by the Committee Chair to the August 26, 2025 Regular Board Meeting so that all Board members would be available to review and vote. At the August 26, 2025, Regular Board Meeting, the item was not considered, and no action was taken.
Enclosed Documents	Appendix A – List of Internal Audits conducted for FY 2015 through FY 2025 followed in the packet for the Committee’s review and information.
Staff Resource	Mr. Khalil Abdullah, Chief Internal Auditor Dr. Ricardo J. Solis, President Mary Del Paz, Vice President for Finance and Administrative Services

This item was deferred until the September 23, 2025 Board meeting.

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Review and Recommend Action to Conduct an Employee Climate Survey and Assess Services

Purpose To conduct an employee climate survey and assess services for Fiscal Year 2026.

Justification Employee climate surveys provide organizations with valuable feedback to improve culture, boost engagement, and increase productivity, leading to higher employee retention, better decision-making, and improved overall performance. By assessing employee perceptions of the work environment, leaders can identify specific areas for improvement, such as management effectiveness or communication, allowing for the development of targeted, data-driven strategies to enhance the employee experience and productive workplace.

Administration plans to solicit proposals or procure services to conduct an employee climate survey in Fiscal Year 2026, contingent on the selected vendor's specifications and availability.

The benefits of performing an employee climate survey include, but are not limited to,

- fostering a culture of trust and continuous improvement,
- strengthening employee confidence in leadership.
- highlighting what motivates employees, leading to higher job satisfaction,
- boost innovation, employees who feel heard and supported tend to contribute new ideas and concepts, thus benefiting an organization's growth.
- retaining top talent

Administration will research the types of surveys available, including the focus, cost range, and vendor options.

Information will be presented to the Board at a later time for approval.

Funding Funds for this expenditure are budgeted in the Finance and Administrative Services budget for FY 2025 – 2026.

Staff Resource Mary Del Paz, Vice President for Finance and Administrative Services

Upon a motion by Mr. Paul Rodriguez and a second by Mr. Danny Guzman the Committee recommended Board approval to conduct an employee climate survey and assess services for the Fiscal Year 2026.

The motion carried.

Presentation on Employee Grievances and Reporting

Purpose To provide an overview of the employee grievance process and reporting channels.

Justification To illustrate the process for receiving, responding, and resolving complaints involving employees in accordance with Board Policy and internal associated procedures, and to review existing reporting channels. The presentation provides alignment and a better understanding of STC's handling of employee complaints.

A. Policy DGBA (Local): Personnel-Management Relations: Employee Grievances

The key elements describing the steps taken from start to finish by stakeholders will be illustrated. This illustration raises awareness of South Texas College policy DGBA.

B. Reporting Channels – Anonymous

Administration will present the existing reporting channels whereby all employees may submit their concerns anonymously at their discretion.

The reporting channels are as follows:

Fraud Survey – The primary purpose of the fraud survey is to serve as an anti-fraud control mechanism per Auditing Standard (AU) Section 316 issued by the American Institute of Certified Public Accountants (AICPA) . AU Section 316 acknowledges hotlines as a useful tool in detecting and deterring fraud, especially misstatements in financial statements, such as falsification of accounting records and theft of assets or fraudulent expenditures.

The fraud survey is conducted by the Internal Auditor on an annual basis during the month of September. The fraud survey comments are compiled by the Internal Auditor and issued to the Vice President of Finance and Administrative Services, who disseminates the comments to the respective Vice Presidents or to the President, depending on the nature of the comment. The President or the Vice Presidents must review the comments and provide a response to each comment, including corrective action steps, if applicable.

The responses are updated on the initial fraud survey provided by the Internal Auditor and submitted to the Internal Auditor and External Auditor by November 1st of each year, prior to completion of the

external audit and annual financial report. The External Auditor takes additional steps to assess the risk of a misstatement, such as asking management questions about their awareness and understanding of fraud.

Fraud and Integrity Hotline – The primary purpose of the Fraud and Integrity Hotline is to provide employees with a mechanism whereby anonymous reports may be filed when an employee does not feel comfortable discussing the issues via the other existing channels. The anonymous reporting hotline services are via NAVEX, an independent company.

The Fraud and Integrity Hotline reports are received by the Executive Director of Human Resources and Talent Development and the Internal Auditor.

State Auditor's Office Fraud, Waste, and Abuse Hotline - The Texas State Auditor's Office operates a hotline to allow individuals, including employees, to confidentially report suspected misuse of state resources. Reports can be submitted online, by phone, or by mail, and may involve issues like false reporting, theft, or unethical conduct by state employees or contractors. The hotline is managed by the SAO's Investigations Team, which reviews submissions and may refer cases to appropriate agencies for further action. The system is designed to promote accountability and integrity across Texas state government operations.

The State Auditor's Office Hotline reports are received by the Office of the President.

Title IX – An employee may report an incident of sexual harassment, sexual violence, gender-based harassment, interpersonal violence (including domestic and dating violence), stalking, or other Title IX issues to the Title IX Coordinator.

Reports, Complaints, and Appeals On-line Reporting - This on-line reporting page contains links to the primary forms used by South Texas College for employees to file a report, or submit a complaint. The reports are submitted to the respective responsible department, such as Human Resources or Environmental Health, Safety, and Risk.

- The reporting options are as follows:
 - ⇒ Campus Security Authority Report
 - ⇒ Complaints Concerning Faculty/Staff
 - ⇒ Complaints Concerning Students
 - ⇒ Report Sexual Misconduct by Student or Employee

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⇒ Report a Safety Incident

Enclosed Documents	Appendix A – Policy DGBA (Local) Personnel-Management Relations: Employee Grievances followed in the packet for the Committee’s review and information.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Claudia E. Olivares, Employee Relations and Talent Development
Recommendation	No action was required from the committee. This item was presented for information purposes only.

Presentation will be given again at the October Board meeting.

Review and Recommend Action to Adopt the Numbered Update 49 Local Policies - First Reading

Purpose	To adopt the local policies listed in Appendix A to align with the Texas Association of School Boards (TASB) policy manual.
Justification	TASB issues numbered updates semiannually to the College. The number updates respond to changes to state and federal law, court cases, and decisions by the attorney general, and may also contain suggested changes to an existing local policy or the development of a new local policy made by TASB. This item was presented at the August 12, 2025, Committee Meeting and was deferred by the Committee Chair to the August 26, 2025 Regular Board Meeting so that all Board members would be available to review and vote. At the August 26, 2025, Regular Board Meeting, the item was not considered, and no action was taken.
Enclosed Documents	Appendix A – List of Policies and Appendix B – Policies followed in the packet for the Committee’s review and information.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Matthew S. Hebbard, Vice President for Student Affairs and Enrollment Management Cynthia A. Blanco, Dean of Enrollment Systems and Registrar George McCaleb, Executive Director for Facilities Operations and Maintenance Todd Nelson, Contracts and Regulatory Resources Officer-Title IX & 504 Coordinator Venisa Earhart, Board Relations Administrator
Recommendation	The Committee recommends Board approval to adopt the numbered update local policies listed in Appendix A as presented, and which supersedes any previously adopted Board policy.

This item was deferred until the September Board meeting.

Appendix A

Item	Policy	Last Adopted Date	Update	Explanatory Notes
A.	BCA (Local) – Board Internal Organization: Board Officers and Officials	9/27/2022	49	New recommended local policy language provides additional information about the selection of board officers and the duties and responsibilities of the officers. Additional revisions are to align the policy with applicable law.
B.	BCB (Local) – Board Internal Organization: Board Committees	9/27/2022	49	New recommended local policy language addresses the formation and authority of board committees, which are committees composed exclusively of members of the board and make non-binding recommendations in an area of specified responsibility.
C.	BCE (Local) – Board Internal Organization: Advisory Committees	New Policy	49	This new recommended local policy addresses the formation and authority of advisory committees, which are mainly composed of college district staff, students, or community members and make non-binding recommendations to the board within an area of specified responsibility.
D.	CG (Local) – Safety Program	3/28/2023	49	Recommended revisions include the addition of guidelines and procedures for responding to disasters, fire safety and prevention programs, and safe instructional procedures and regulations to the list of areas of responsibility for an administrator developing a Comprehensive Safety Program. References have been added to policies that provide more information related to emergency response procedures and the community college's information security program.
E.	DIAB (Local) – Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics	6/24/2025	49	Language related to Retaliation has been updated and reorganized to clarify the scope and applicability of the prohibition on retaliation. The Examples have been revised to reference intimidation and coercion. Language related to False Claims has been reorganized and updated to provide clarity regarding the distinction between prohibited retaliation and discipline for false claims and

Item	Policy	Last Adopted Date	Update	Explanatory Notes
				the applicability of the prohibition on false claims to students.
F.	ECC (Local) – Instructional Arrangements: Course Load and Schedules	10/29/2024	49	Recommended revisions reflect amendments to Coordinating Board rules for applying Exceptions to the limit of courses a student may drop and to allow Appeals. Additional changes have been made for clarity.
G.	FFDB (Local) – Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics	6/24/2025	49	Language related to Retaliation has been updated and reorganized to clarify the scope and applicability of the prohibition on retaliation. The Examples have been revised to reference intimidation and coercion. Language related to Failure to Report and False Claims has been updated and reorganized for clarity, including the addition of references to an employee's responsibility to comply with reporting requirements and the prohibition on intentional false claims and statements.
H.	FLBC (Local) – Student Conduct: Prohibited Organizations and Hazing	New Policy	49	New recommended local policy language addresses campus hazing in response to the federal Stop Campus Hazing Act. Provisions have been added related to Hazing Prohibited, Reporting Procedures, Investigation of the Report, and Access to Policy, Procedures, and Related Materials.

Appendix B

Policies followed in the packet.

**Review and Recommend Action to Adopt Local District Update Policies –
First Reading**

Purpose	To adopt the local policies listed in Appendix A to align with College operations.
Justification	The local policies reflect the updates to the College's internal operations. Below is a justification for each local policy. This item was presented at the August 12, 2025, Committee Meeting and was deferred by the Committee Chair to the August 26, 2025 Regular Board Meeting so that all Board members would be available to review and vote. At the August 26, 2025, Regular Board Meeting, the item was not considered, and no action was taken.
Enclosed Documents	Appendix A – List of Policies and Appendix B – Policies followed in the packet for the Committee's review and information.
Staff Resource	Matthew Hebbard, Vice President for Student Affairs and Enrollment Management Cynthia Blanco, Dean of Enrollment Systems and Registrar Mary Del Paz, Vice President for Finance and Administrative Services Myriam Lopez, Associate Vice President - Finance and Management Claudia Olivares, Director for Human Resources – Employee Relations and Title IX George McCaleb, Executive Director - Facilities Operations and Maintenance
Recommendation	The Committee recommends Board approval to adopt the local district update policies listed in Appendix A, as presented, and which supersedes any previously adopted Board policy

This item was deferred until the September Board meeting..

Appendix A

Policy	Last Adopted Date	Justification
Policy DGBA (LOCAL) – Personnel – Management Relations: Employee Grievances	6/24/2025	Amended the Grievance Process, Level One, for clarity.
Policy FB (LOCAL) – Admissions	01/30/2024	A part of the 89 th Texas Legislature and pursuant to Senate Bill 365 and Texas Education Code, 51.931(c-2), each public institution of higher education is required to adopt, post on the institution's Internet website, and submit to the Texas Higher Education Coordinating Board a policy regarding the admissions made by the institution under this section, including the period for which an applicant's course credits or grades will be considered by the institution under the policy.
Policy GD (LOCAL) – Community Expression and Use of College Facilities	06/25/2024	Amended the “Fees for Use” section of the policy to include partnering school districts as an exception.

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 7:18 p.m.

I certify that the foregoing are the true and correct Minutes of the September 9, 2025 Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees.

Mrs. Dalinda Gonzalez-Alcantar, Presiding

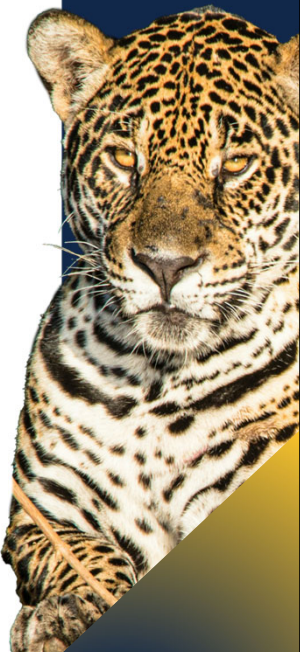
Discussion and Action as Necessary to Adopt the Guidelines and Criteria for Granting Tax Abatements and Approval of Resolution 2026-001 for Electing to Participate in Tax Abatement Agreements and Adopting Guidelines and Criteria

Purpose	Administration will present on the proposed Guidelines and Criteria Governing Tax Abatement Agreements by South Texas College.
Justification	Chapter 312 of the Texas Tax Code requires local taxing units to adopt guidelines and criteria for the consideration of tax abatement agreements. These guidelines provide a framework for evaluating both new development and improvements to existing facilities, ensuring transparency, consistency, and compliance with state law. The guidelines must be adopted following a public hearing and remain in effect for two (2) years. They may only be amended or modified during that period by a three-fourths vote of the governing body. To promote accountability and accessibility, the guidelines must be posted on the College's website for public review. As a final compliance step, copies of the adopted guidelines must be provided to the County Appraisal District (CAD). The chief appraiser of each CAD with a reinvestment zone or abatement is then required to file abatement-related reports with the Texas Comptroller's Office. Fiscal Impact: The adoption of guidelines and criteria does not create a direct fiscal impact. Any financial impact will be considered at the time specific tax abatement agreements are brought forward for Board review and approval.
Enclosed Documents	Appendix A – PowerPoint Presentation Appendix B – Proposed Guidelines and Criteria Appendix C – Resolution 2026-001
Funding	No funding required.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Service Myriam Lopez, Associate Vice President – Finance and Management Ben Castillo, South Texas College Legal Counsel
Recommendation	It is recommended that the Board of Trustees approve to adopt the Tax Abatement Guidelines and Criteria and Resolution 2026-001, as required under Chapter 312 of the Texas Tax Code, including provisions for public hearings, a two-year effective term, public posting, and reporting to the County Appraisal District for submission to the Texas Comptroller's Office.



Property Tax Code 312

- Pertains to the Property Redevelopment and Tax Abatement Act in Texas
- Allows taxing units to enter into tax abatement agreements
- To exempt increases in property value from taxation for up to 10 years
- Establish Guidelines and Criteria governing tax abatement

A photograph of a leopard's head and shoulders, looking directly at the camera. The leopard has a golden-brown coat with dark spots and stripes. The background of the photo is dark blue.

Eligibility to Participate in Tax Abatement

Governing Body of the Taxing Unit

- ✓ Has established guidelines and criteria governing Tax abatement agreements
- ✓ A resolution stating that the taxing unit elects to become eligible to participate in tax abatements
- ✓ May not enter into a tax abatement agreement unless it finds that the terms of the agreement and the property subject to the agreement meet the applicable guidelines and criteria adopted.

Adopt Guidelines and Criteria

- ❖ Effective for two (2) years from the date adopted
 - ❖ A vote of three-fourths from the governing body to amend or repeal the adopted guidelines and criteria
- ❖ Hold a Public Hearing before the guidelines and criteria are adopt, amend, repeal, or reauthorize
- ❖ Maintain in the College website the current versions of:
 - ❖ Guidelines and Criteria adopted, and
 - ❖ Tax Abatement Agreements adopted

Tax Abatement Authorized

Authorized Facilities may be eligible if:

- i. It is substantially designated and constructed or manufactured for construction or installation
- ii. It is operated exclusively for the production of renewable energy, including solar, geothermal, wind, and hydro, and
- iii. The estimated proposed New Capital Investment shall exceed \$200 million

Section 2 - Abatement Authorized

- Do not enter into an agreement unless a certified valuation of the economic life of improvements and depreciation schedule is provided
- In no event shall the period of abatement exceed ten (10) years
- 1% to 100% is the authorized abated percentage on a case-by-case
- The \$200 million minimum added value or capital investment shall not apply to Rehabilitation Projects
- No abatement where wind-power energy is located 25 nautical miles of a military aviation facility

Economic Qualification & Workers Safety

In order to be eligible for tax abatement:

- ❖ Must create the minimum required number of permanent jobs in the District set out in the agreement
- ❖ Must not adversely affect competition in the local market with established local businesses

Compliance with State and Federal Laws designated to protect human health, welfare, and the environment that are applicable to all facilities in the State of Texas



Additional Information

Section 3 - Application

- ❖ Written application is required
- ❖ Application fee of \$2,500.00
 - ❖ non-refundable,
 - ❖ Due at the time of the application submission, and
 - ❖ does not imply the Abatement will be approved

Section 4 - College Approval

- ❖ Grant abatement only for Facilities in a reinvestment zone designated under the Act
- ❖ The Board shall hold a Public hearing, and
- ❖ Provide notice at least 30 days in advance

Additional Information

Section 5 - Agreement

- Estimated value to be Abated and Base Year Value
- Percentage of value to be abated
- Commencement date and termination date of abatement
- Use of Facilities, time schedule, map, turbine location, improvement list
- Amount of Added Value

Section 5 - Agreement

- Number of permanent jobs to be created
- Obtain and maintain all required permits and other authorization from all local, state, and federal agencies
- Provision that the board of trustees may cancel or modify the Agreement if Owner fails to comply with Agreement

Additional Information

Section 6 - Recapture

- Subject to termination and payment or cured within 60 days when:
 - Failure to Commence Operations
 - Discontinuance of Operations
 - Delinquent Taxes
 - Notice of Default
 - Actual Capital Investment is lower
 - Adjustment if "new property value" (Tax code §26.12 / §26.04)
 - Statutory Tax Lien
 - Automatic Termination

Section 7 - Administration

- Annual Assessment by Starr County or Hidalgo County Appraisal District
- Access to Facility during the term of the agreement, after giving 24 hours' notice, and not interfering with construction and/or operations
- Annual Evaluation and Annual Reports
- Buy Local Provisions
- Posting of guidelines and criteria adopted on the College's webpage (§312.002)
- Link to Comptroller agreement information of the tax abatement agreements executed (§312.008)

Guidelines and Criteria Governing Tax Abatement Agreements



Questions

October 2025 – September 2027
Guidelines and Criteria Governing
Tax Abatement Agreements by
South Texas College

Adopted by Resolution of the Board of Trustees of South Texas College
On October 28, 2025

**OUTH TEXAS COLLEGE
GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT AGREEMENTS**

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

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

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

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

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

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

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

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

Section 1. Definitions.

- (a) “Abatement” means the temporary, full or partial exemption from ad valorem maintenance taxes pursuant to the Act by the Counties of South Texas College of certain added value to real and personal property in a zone designated for economic development purposes.
- (b) “Act” means Property Tax Code, chapter 312, popularly referred to as the Tax Abatement Act.
- (c) “Added Value” means the increase in the Appraised Value of an Eligible Property as a result of “Expansion” or “Modernization” of an existing facility or construction of a “New Facility.” Added Value does not mean or include “Deferred Maintenance.”

- (d) “Appraised Value” means the appraised value for property tax purposes as determined by a County Appraisal District, subject to the appeal procedures set forth in the Texas Tax Code.
- (e) “Agreement” means a contractual agreement between a property owner and/or lessee in an Eligible Jurisdiction for the purposes of tax abatement. Any Agreement shall be in conformity with these Guidelines and Criteria, including any variance granted under Section 3(g) set out herein. Upon the adoption of a resolution authorizing an Agreement and the execution of same by the parties, the Agreement shall be deemed to embody all of the terms of the Abatement, except, no Agreement shall be deemed to supersede any terms of the Guidelines and Criteria or any requirements or conditions imposed of state law.
- (f) “Base Year Value” means the Appraised Value of Eligible Property as of the date specified in the Agreement.
- (g) “Basic Manufacturing or Service Facility” means buildings and structures, including fixed machinery and equipment used or to be used for the production of renewable energy.
- (h) “College” means South Texas College.
- (i) “Construction Phase” means the period during which a material and substantial improvement of the property occurs which represents a separate and distinct construction operation undertaken for the purpose of erecting the improvements. The Construction Phase ends upon the earliest to occur of the following events:
 - (1) when a certificate of occupancy is issued for the Facility by and appropriate governmental entity;
 - (2) when the Facility has achieved commercial production of a product; provision of a service or start up for production of electrical power; or
 - (3) when the architect or engineer supervising construction issues a certificate of substantial completion, or some similar instrument.

The final determination of the end of the Construction Phase shall be made by the College, in its sole and absolute discretion, based upon the above criteria and such other factors as the College may deem relevant. The determination of the completion of the Construction Phase shall be conclusive, and any judicial review of such determination shall be governed by the substantial evidence rule.
- (j) “County” means Hidalgo County, Texas and/or Starr County, Texas
- (k) “Deferred Maintenance” means improvements necessary for continued operations which do not improve productivity or alter the process technology.

- (l) “Economic Life” means the number of years a property improvement is expected to be in service in a Facility.
- (m) “Eligible Property” means property to which Abatement may be extended to the value of the improvements to real property, including buildings, structures, fixed machinery and equipment, and site improvements, plus that office space and related fixed improvements necessary to the operation and administration of the Facility.
- (n) “Expansion” means the addition of buildings, structures, fixed machinery or equipment for the purposes of increasing capacity.
- (o) “Facility” means property improvements completed or in the process of construction which together compromise an integral whole comprising the project as described in the agreement for temporary tax abatement.
- (p) “Force Majeure” means circumstances beyond the control of Owner which shall include casualty losses, national economic factors, shutdowns due to governmental regulations, strikes, acts of war, and the like.
- (q) “Ineligible Property” The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; Deferred Maintenance investments; property to be rented or leased except as provided in Section 1(k); improvements to real property which have an economic life of less than 20 years; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas; unless specifically authorized by the Eligible Jurisdiction.
- (r) “Modernization” means the replacement and upgrading of existing facilities which increase the productive input or output, updates the technology or substantially lowers the unit cost of the operation, and extends the economic life of the facilities. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing or completion of Deferred Maintenance.
- (s) “New Capital Investment” means the total value of expenditures capitalized for the Facility on the Owner’s books, prior to depreciation, whether relating to exempt or non-exempt property, including all buildings, structures, site improvements, fixed equipment, intangibles, and pollution control equipment.
- (t) “New Facility” means a property previously undeveloped which is placed into service by means other than or in conjunction with an Expansion or Modernization.
- (u) “Owner” means the owner of a Facility subject to Abatement. If the Facility is constructed on leased property, the owner shall be the party which owns the property subject to Abatement. The other party to the lease shall join in the execution of the

Agreement, but shall not be obligated to assure performance of the party receiving Abatement.

- (v) “Research and Development” means Owner’s collaboration of research and development with South Texas College to undertake scientific, technical or educational endeavors of alternative energy programs aimed at research and development.

Section 2. **Abatement Authorized.**

- (a) Authorized Facilities. A Facility may be eligible for tax incentives in the form of tax abatement if it is substantially designed and constructed or manufactured for construction or installation, (i) is operated exclusively for the production of renewable energy, including solar, geothermal, wind, and hydro, and (ii) the estimated proposed New Capital Investment shall exceed \$200 million. Abatement may be granted for New Facilities and improvements to existing facilities for the purpose of Modernization or Expansion.
- (b) Creation of New Value. Abatement may only be granted for the Added Value of Eligible Property improvements made subject to and listed in an Agreement between the College and the property owner or lessee (if required), subject to such limitations as the College may require. The economic life of the improvements must exceed the term of the Agreement by ten (10) years. An Agreement shall not be entered into unless Owner has provided a certified valuation of the economic life of the improvements and depreciation schedule.
- (c) Period of Abatement. Abatement shall be granted effective with the January 1 valuation date specified in the Agreement. Abatement shall be allowed for a period of up to ten years following the certification of completion of construction; provided that, in no event shall the period of Abatement, not inclusive of the Construction Phase, exceed ten (10) years. Prior to the effective date of the tax abatement, any improvements under construction should be taxed in full in accordance with the Tax Code
- (d) Abatement Percentage. The percentage of the total tax to be abated (1% to 100%), which is authorized by the College on a case-by-case basis, is the Abatement Percentage.
- (e) Rehabilitation Projects. The \$200 million minimum Added Value or Capital Investment requirement for Abatement shall not apply to Rehabilitation Projects which involve the adaptive reuse of an existing structure or building for a Facility. In order to qualify as a Rehabilitation Project under this provision, the Project must involve a minimum New Capital Investment of at least \$100 million. Any Rehabilitation Project must involve the adaptive reuse of an existing structure or building currently on the property tax rolls so that the Base Year Value associated with the Project will include both the value of the land and the existing improvements. For such Rehabilitation Projects, all Eligible Property in excess of the Base Year Value shall be subject to Abatement. The value of personal property such as furniture and movable equipment (as set out in the Act) shall be considered Ineligible Property.

- (f) Estimated Added Value Requirement. At the time of execution of the Agreement, the Owner shall reasonably estimate the Added Value or Capital Investment projected upon completion of construction of any improvements to real property or tangible personal property in connection with the Facility. This “Estimated Added Value” shall be certified to by Owner and stated in the Agreement.
- (g) Economic Qualification. In order to be eligible for Abatement, the Facility:
 - (1) must create no later than the January 1 following the completion of construction and maintain throughout the remainder of the term of the Agreement the minimum required number of permanent jobs in the District set out in the Agreement;
 - (2) must not adversely affect competition in the local market with established local businesses.
- (h) Taxability. From the commencement of the Abatement period to the end of the Abatement period, taxes shall be payable as follows:
 - (1) The value of Ineligible Property shall be fully taxable and;
 - (2) The Added Value of new Eligible Property (and certain personal property added in connection with a Rehabilitation Project) shall be taxable in the manner described in Section 2(d) above.
- (i) Environmental and Worker Safety Qualifications. In determining whether to grant an Abatement, consideration will be given to compliance by the Facility with all state and federal laws designed to protect human health, welfare and the environment (“environmental laws”) that are applicable to all facilities in the State of Texas owned or operated by the owner of the Facility or lessee, its parent, subsidiaries and, if a joint venture or partnership, every member of the joint venture or partnership (“applicants”). Consideration may also be given to compliance with environmental and worker safety laws by applicants at other facilities within the United States.
- (j) **Wind facilities near military aviation facilities.** No abatement may be granted for property where a wind-powered energy device is installed or constructed at a location within 25 nautical miles of the boundaries of a military aviation facility, except as permitted for repowering under the Tax Code. (*Tax Code §312.0021.*)

Section 3. **Application.**

- (a) Written Application. Any current or potential owner of taxable property may request an Abatement by filing a written application with the President of the College.
- (b) Contents of Application. The application shall consist of a completed application form accompanied by: a general description of the new improvements to be undertaken; a descriptive list of the improvements for which Abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and property

description; proposed turbine location (if a wind turbine Facility); and a time schedule for undertaking and completing the proposed improvements. In the case of a Modernization or Expansion Project, a statement of the Appraised Value of the Facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as the College or other Eligible Jurisdiction, as applicable, deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

- (c) Local Employment and Procurement. Owner shall, as part of the Application, provide: (i) a list and description of all component parts and equipment which are included in the construction and/or installation of the Facility, (ii) a list of maintenance and operations personnel or professional services anticipated or required for the operation and maintenance of the Facility on an on-going basis; and (iii) the identify of all persons or firms in Starr County and Hidalgo County, or within 100 miles thereof, with the capability of providing these services (a complete Schedule I and Schedule II).
- (d) Application Fee. There is a non-refundable application fee of \$2,500.00 due at the time of the application submission. The application fee does not imply that the proposed Abatement will be approved.
- (e) Written Notification. Upon receipt of a completed application, the President shall evaluate the application for a determination of the proposed Facility's compliance with these Guidelines.
- (f) Feasibility. After receipt of an application for Abatement, the College shall consider the feasibility and the impact of the proposed Abatement. The study of feasibility shall include, but not be limited to, an estimate of the economic effect of the Abatement of taxes and the benefit to the College and the Facility to be covered by such Abatement.
- (g) No Abatement if Construction has been Completed. No Agreement shall be approved if the application for the Abatement was filed after the completion of construction, alteration or installation of improvements related to the proposed Modernization, Expansion or New Facility.
- (h) Variance. Requests for variance from the provisions of these Guidelines and Criteria may be made in written form; provided, however, that no variance may extend the term of Abatement beyond ten (10) years after commencement of the Abatement period.. Such requests shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request for variance requires a three-fourths (3/4ths) vote of the board of trustees of the College.

Section 4. **College Approval.**

- (a) Designation of Zone. An Abatement shall be granted only for Facilities in a reinvestment zone designated under the Act by a municipality or by a county..

- (b) Required Findings. The College must adopt findings that the proposed abatement terms of the proposed Agreement meet the College's Guidelines and Criteria.
- (c) Reservation of Rights. Nothing shall be construed to limit the authority of the College to examine each application for Abatement on a case-by-case basis and determine in its sole and absolute discretion whether or not abatement of the tax on the proposed Facility should be granted; whether or not the Facility will comply with these Guidelines and Criteria; whether it is financially feasible for the College, and whether or not the proposed temporary abatement of taxes will inure to the long-term benefit of the College. On matters of interpretation of the Tax Code or the Tax Abatement Act, the College may request an Attorney General's Opinion. The College's final determination shall not be subject to judicial review.
- (d) **Public hearing and notice.** Prior to approving a tax abatement agreement, the Board shall hold a public hearing and provide notice at least 30 days in advance containing the owner's name, the name and location of the reinvestment zone, the nature of the improvements or repairs, and the estimated cost of the improvements, as required by Tax Code §312.207.

Section 5. **Agreement.**

- (a) Contents of Tax Abatement Agreement. The Agreement with the Owner shall include:
 - (1) the estimated value to be subject to Abatement and the Base Year Value;
 - (2) the percentage of value to be abated each year as provided in Section 2(d);
 - (3) the commencement date and termination date of Abatement;
 - (4) the proposed use of the Facility, time schedule, map, proposed turbine location, property description, and improvements list as provided in the application as required;
 - (5) the contractual obligations in the event of default, delinquent taxes, recapture, administration, and assignment as provided in these Guidelines and Criteria or other provisions that may be required for uniformity or by state law;
 - (6) the amount of Added Value as set out in 2(c) and the required number of permanent jobs;
 - (7) a requirement that Owner shall certify to the board of trustees of the College on or before April 1 each year that the Owner is in compliance with each applicable term of the agreement;
 - (8) a requirement that the owner or lessee will obtain and maintain all required permits and other authorizations from all local, state, and federal agencies with jurisdiction over the licensing or permitting, the design, construction,

manufacture, and operation of the Facility, and for the storage, transport, and disposal of waste, if any;

- (9) a limitation that the uses of the property must be consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
 - (10) provision of access to and authorization to inspect the property by employees or authorized agents of the College to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement; and
 - (11) a provision that the board of trustees of the College may cancel or modify the Agreement if the Owner fails to comply with the Agreement.
- (b) Time of Execution. The Agreement shall normally be executed within 60 days after the applicant has provided all necessary information and documentation.
 - (c) Attorney's Fees. In the event any attorney's fees are incurred by the College in the preparation of an Agreement, said fees shall be paid by the applicant upon execution of the Agreement.
 - (d) Application Fee. There is a non-refundable application fee of \$2,500.00 due at the time of the application submission. The application fee does not imply that the proposed Abatement will be approved.

Section 6. **Recapture.**

- (a) Failure to Commence Operation During Term of Agreement. In the event that the Facility is not completed and does not begin operation as provided in the Agreement, no Abatement shall be given for that tax year, and the full amount of taxes assessed against the property shall be due and payable for that tax year. In the event that the Owner of such a Facility fails to begin operation with the minimum required number of permanent jobs by the next January 1, then the Agreement shall be subject to termination and all abated taxes during the period of construction shall be recaptured and paid within 60 days of such termination. Notwithstanding the foregoing, in the event that the above defaults are due to a Force Majeure condition, the College may grant extensions if the Owner is diligently proceeding to cure such defaults.
- (b) Discontinuance of Operations During Term of Agreement. In the event the Facility is completed and begins operation but subsequently discontinues operations during any four (4) consecutive weeks during the term of the Agreement, for any reason except on a temporary basis due to a Force Majeure condition, the Agreement may be terminated by the College, and all taxes previously abated by virtue of the Agreement during the preceding four years shall be recaptured and paid within 60 days of such termination.
- (c) Delinquent Taxes. In the event that the Owner allows its ad valorem taxes to become delinquent and fails to timely and properly follow the legal procedures for their protest

and/or contest, the Agreement shall be subject to termination and so shall the Abatement of the taxes for the tax year of the delinquency. The total taxes assessed without Abatement, for that tax year, shall be paid within 60 days from the date of termination.

- (d) Notice of Default. Should the College determine that the Owner is in default according to the terms and conditions of its Agreement, it shall notify the Owner in writing at the address stated in the Agreement that if such is not cured within 60 days from the date of such notice (the “Cure Period”), then the Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period and the Agreement is terminated, the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.
- (e) Actual Capital Investment. Should the College determine that the total level of New Capital Investment is lower than provided in the Agreement, the difference between the tax abated and the tax which should have been abated based upon the actual New Capital Investment as determined, shall be paid to the taxing agencies within 60 days of notification to the Owner of such determination.
- (f) Adjustment if “new property value” treatment affects the College’s tax rates. If, during any year of the Abatement term, any portion of the abated value for the Eligible Property that is added to the College’s current total value is not treated as “new property value” (as defined in Tax Code §26.012) for purposes of calculating the College’s no new revenue maintenance and operations rate and voter approval tax rate under Tax Code §26.04, and if the College’s budget calculations indicate that a tax rate in excess of the voter approval tax rate would otherwise be required to fund operations for the succeeding year, then the College shall recapture from the taxpayer an amount equal to the lesser of:
 - 1. the total amount of taxes abated for that year with respect to such property; or
 - 2. the amount obtained by subtracting the voter approval tax rate computed without treating such abated value as “new property value” from the voter approval tax rate computed with treating such abated value as “new property value,” and multiplying the difference by the College’s current total value for that year.

If the College has granted abatements to more than one taxpayer, the recapture calculated under item (2) shall be prorated among such taxpayers based on each agreement’s annual abatement amount. Recaptured taxes are due within 30 days after notice, and penalties and interest accrue thereafter in accordance with the Tax Code.

- g. Statutory Tax Lien. The amount of tax abated each year under the terms of these Guidelines and the Agreement shall continue to be secured by the statutory tax lien pursuant to Section 32.01 of the Texas Tax Code, which shall continue in existence from year to year throughout the entire term of the Agreement or until all taxes, whether assessed or recaptured, are paid in full.

- h. Automatic Termination. The Agreement shall automatically terminate on and as of the date any of the following events occur: the filing of a petition in bankruptcy by the Owner; or the making by the Owner of an assignment for the benefit of creditors; or if any involuntary petition in bankruptcy or petition for an arrangement pursuant to the federal bankruptcy code is filed against the Owner; or if a receiver is appointed for the business of the Owner. In the event of automatic termination for any of the above reasons, the prior notice of default provisions in subsection (d) above shall not apply. The Owner shall immediately notify the College should any of the foregoing events occur.

Section 7. Administration.

- (a) Annual Assessment. The Starr County Appraisal District or the Hidalgo County Appraisal District, as applicable, shall annually determine the Appraised Value of the real and personal property subject to an Agreement. Each year, the Owner shall furnish the Appraisal District with such information as may be necessary for the Abatement. Once the value has been established, the Appraisal District shall notify the affected jurisdictions which levy taxes of the amount of the Appraised Value and the Abatement. Owner shall, on the anniversary date of the Agreement, provide the College the Appraised Values of the Property and a certificate of taxes paid to each jurisdiction.
- (b) Access to Facility. The Agreement shall stipulate that employees and/or designated representatives of the College will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after giving 24 hours' prior notice and will only be conducted in such manner as not to unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in accordance with all applicable safety standards.
- (c) Annual Evaluation. Upon completion of construction, the College, individually or in conjunction with other affected jurisdictions, shall annually evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement.
- (d) Annual Reports. Owner shall certify to the governing body of the College on or before April 1 each year that Owner is in compliance with each applicable term of the Agreement. Additionally, during the initial four years of the term of Abatement, the Owner shall provide to the College approving the Abatement an annual report covering those items listed on Schedule 1 in order to document its efforts to acquire goods and services on a local basis. Such annual report shall be prepared on a calendar year basis and shall be submitted to the College no later than ninety (90) days following the end of each such calendar year. The annual report shall be accompanied by an audit letter prepared by an independent accounting firm which has reviewed the report.

- (e) **“Buy Local” Provision.** Each recipient of Abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor for the materials, equipment and labor described on Schedule 1, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exceptional cases involving purchases over \$1,000,000 during construction and over \$50,000 during operations, a justification for such purchase shall be included in the annual report. Each such recipient shall further acknowledge that it is a legal and moral obligation of persons receiving Abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. For the purposes of this provision, the terms “materials” and “labor” shall have the meaning set out in Schedule 1. For the purposes of this provision, the term “local” as used to describe manufacturers, suppliers, contractors, and labor shall include firms, businesses, and persons who reside in or maintain an office in either Hidalgo County or Starr County. In the event of a breach of the buy-local provision, the percentage of Abatement shall be proportionately reduced equal to the amount the disqualified contract bears to the total construction cost (materials and labor) for the Facility. In the event that Owner contracts the supply and construction of the Facility to an affiliate or other non-local contractor, Owner shall use commercially reasonable efforts to ensure compliance with this Section by including in such contract a flow-through provision requiring such compliance.
- (f) **Posting of guidelines.** If the College maintains a public website, the College shall post the current Guidelines and Criteria adopted under §312.002 on the website.
- (g) **Link to Comptroller agreement information.** If the College executes a tax abatement agreement, the College shall provide on its website a direct link to the location of the agreement information published on the Texas Comptroller’s website, as required by Tax Code §312.008.

SCHEDULE I

“Buy Local” Annual Reports

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

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

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

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

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

SCHEDULE II

ADDITIONAL INFORMATION REQUIRED OF APPLICANT FOR TAX ABATEMENT

Section 1. Eligibility Criteria

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

- The Facility must be one that will generate renewable energy;
- The minimum amount of new real and/or personal property capital investment shall exceed \$200 million;
- Shall exceed minimum levels of full-time job creation;
- Provide employee and dependent access to health care benefits;
- Provide a minimum living and all-industry wage requirements for new and existing employees at the project site;

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

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

Section 3. Wage Requirements

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

3.1 **Living Hourly Wage Requirement:** In order to be eligible for a tax abatement, one hundred percent (100%) of the company's new and existing employees ***at the project location*** must earn no less than a "living wage" throughout the full term of the Tax Abatement Agreement. This wage is based on the poverty level for a family of four, as determined annually (January) by the U.S. Department of Health and Human Services (HHS). Living Hourly Wage = (HHS Poverty Guideline for a family of four applicable to Texas for that calendar year) ÷ 2,080 hours, rounded to the nearest \$0.01.

- Texas uses the contiguous-U.S. HHS guideline.
- $2,080 = 40 \text{ hours/week} \times 52 \text{ weeks}$.
- Example (2024): $\$31,200 \div 2,080 = \15.00 per hour .

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

MSA Median Hourly Wage (All Occupations) = the most recent median hourly wage for "All Occupations (SOC 00-0000)" published for the McAllen-Edinburg-Mission, TX MSA by TWC/BLS OEWS at the time of measurement, rounded to the nearest \$0.01.

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

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

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

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

Targeted Industries:

- Energy

Section 5. Local Assessment: County and Community:

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

- health issues (what health issues, if any, have been identified and what guidelines or policies have been adopted to address potential health impacts, if any:
- economic issues, including potential impacts on property values:
- ecological issues, including potential impacts on threatened species:
- decommissioning and rehabilitation:

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

Section 6. Life of Facility and Decommissioning

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

Section 7. Noise Auditing and compliance:

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

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

EXHIBIT A

Application for Tax Abatement

SOUTH TEXAS COLLEGE

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

Applicant name:

Applicants address and phone number:

Applicant organization:

Type of Business:

Organization address and phone:

Organization Contact:

Contact address and phone:

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

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

2. Does this property fall under the definition of "Eligible Property" provided in the
_____ County Guidelines & Criteria?

___ Yes

___ No

3. This application is for (choose one):

___ new plant

___ Expansion

___ Modernization

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

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

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

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

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

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

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

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

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

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

9. Please attach the following information to this application:

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

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

See Exhibit B

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

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

Applicant Signature:

Authorized Representative

Name of Applicant:

Date of application submission:

Exhibit B
Legal Description of Reinvestment Zone
Containing Proposed Project

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

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

Exhibit C
Map of Project Area

Resolution No. 2026-001

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

STATE OF TEXAS §

COUNTY OF STARR §
AND HIDALGO §

SOUTH TEXAS COLLEGE §
DISTRICT §

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

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

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

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

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

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

Review and Discussion to Amend and Restate the Monte Alto Windpower, LLC and Monte Alto Windpower, LLC – Phase II (Terra-Gen Development Company, LLC) and South Texas College Tax Abatement Agreement

Purpose	Administration requests that the Committee review and discuss amending and restating the Monte Alto Windpower, LLC and Monte Alto Windpower, LLC – Phase II (Terra-Gen Development Company, LLC) and South Texas College tax abatement agreements. Before approving a tax abatement agreement, the Board shall hold a public hearing and provide notice at least 30 days before the scheduled time of the meeting. After adopting the Tax Abatement Guidelines and Criteria, a request to approve the Monte Alto Windpower, LLC Agreement, and a request to grant an exception to the minimum threshold of \$200 million.
Justification	Terra-Gen Development Company, LLC requested an amendment and restatement to the Board-approved tax abatement agreements for two (2) projects (Monte Alto Windpower, LLC and Monte Alto Windpower, LLC – Phase II). The amendments and restatements of tax abatement agreements for two (2) projects are necessary because Terra-Gen Development Company, LLC, could not meet the commencement date of the projects approved on February 22, 2022 by the College's Board of Trustees. According to Robert Peña, on July 22, 2025, an agreement was reached with Hidalgo County on these projects at a 50% tax rebate percentage.
Enclosed Documents	Appendix A – PowerPoint Presentation
Funding	No funding.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Service Myriam Lopez, Associate Vice President – Finance and Management Ben Castillo, South Texas College Legal Counsel Robert Peña, Texas Energy Consultants
Recommendation	No action is required from the Committee. This item is presented for information and feedback to staff.



Appendix A

Amend and Restate the Monte Alto I and II Agreements



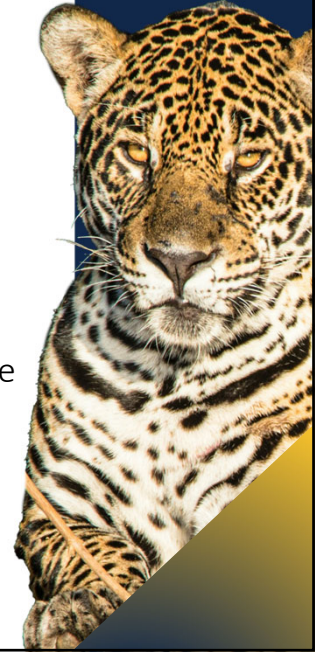
Monte Alto I Windpower, LLC

	Current Dates Agreement Board Approved on 02/22/22	Proposed Dates Requested by Terra-Gen on 11/18/2025
Commencement Date	March 31, 2023	December 31, 2026
Estimated Appraised Value	\$223,388,000	\$184,000,000



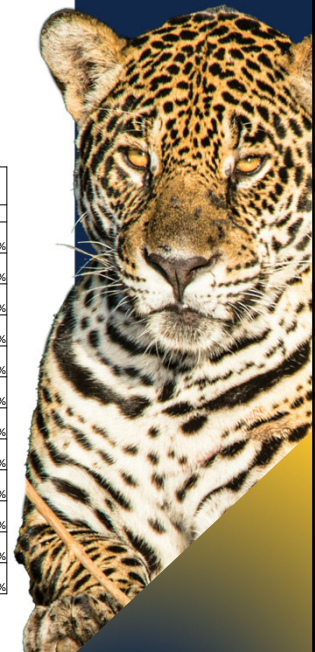
Monte Alto I Windpower, LLC

- Complete Construction of the Improvements no later than twelve (12) months from December 31, 2026
- Ten (10) annual payments in lieu of taxes of \$10,000
- Initial contribution of \$40,000 for Student Scholarships
- Create no fewer than four (4) new, permanent, full-time jobs.
- Provide health insurance to its full-time employees
- Paid the application fee of \$2,500
- Reimburse up to \$5,000 for reasonable attorney's fees



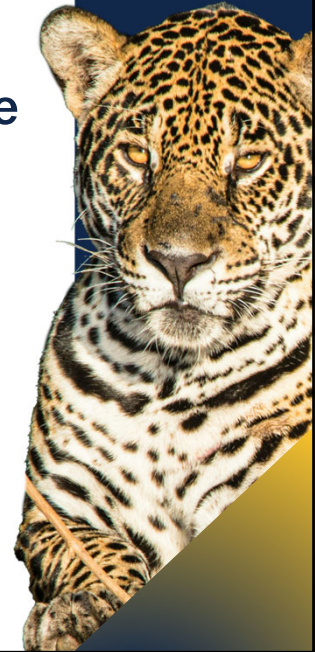
Monte Alto I Windpower, LLC Tax Abatement Percentage Scale

		50% Maximum									
Appraisal Value subject to the Abatement		Percent to be Abated									
	But less than:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$ 180,000,000.00		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 175,000,000.00	\$ 180,000,000.00	49%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 170,000,000.00	\$ 175,000,000.00	48%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 165,000,000.00	\$ 170,000,000.00	47%	49%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 160,000,000.00	\$ 165,000,000.00	46%	48%	49%	50%	50%	50%	50%	50%	50%	50%
\$ 155,000,000.00	\$ 160,000,000.00	45%	47%	48%	50%	50%	50%	50%	50%	50%	50%
\$ 150,000,000.00	\$ 155,000,000.00	44%	46%	47%	49%	50%	50%	50%	50%	50%	50%
\$ 145,000,000.00	\$ 150,000,000.00	43%	45%	46%	48%	50%	50%	50%	50%	50%	50%
\$ 140,000,000.00	\$ 145,000,000.00	42%	44%	45%	47%	49%	50%	50%	50%	50%	50%
\$ 135,000,000.00	\$ 140,000,000.00	41%	43%	44%	46%	48%	49%	50%	50%	50%	50%
\$ 130,000,000.00	\$ 135,000,000.00	40%	42%	43%	45%	47%	48%	49%	50%	50%	50%
\$ 125,000,000.00	\$ 130,000,000.00	39%	41%	42%	44%	46%	47%	48%	50%	50%	50%



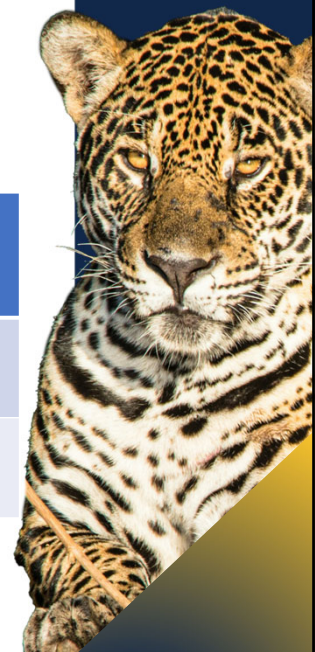
Tax Abatement Percentage Scale Continue

Appraisal Value subject to the Abatement		Percent to be Abated									
	But less than:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$ 120,000,000.00	\$ 125,000,000.00		40%	41%	43%	45%	46%	47%	49%	50%	50%
\$ 115,000,000.00	\$ 120,000,000.00		39%	40%	42%	44%	45%	46%	48%	49%	50%
\$ 110,000,000.00	\$ 115,000,000.00			39%	41%	43%	44%	45%	47%	48%	50%
\$ 105,000,000.00	\$ 110,000,000.00				40%	42%	43%	44%	46%	47%	49%
\$ 100,000,000.00	\$ 105,000,000.00				39%	41%	42%	43%	45%	46%	48%
\$ 95,000,000.00	\$ 100,000,000.00					40%	41%	42%	44%	45%	47%
\$ 90,000,000.00	\$ 95,000,000.00						40%	41%	43%	44%	46%
\$ 85,000,000.00	\$ 90,000,000.00							40%	42%	43%	45%
\$ 80,000,000.00	\$ 85,000,000.00								41%	42%	44%
\$ 75,000,000.00	\$ 80,000,000.00								40%	41%	43%
\$ 70,000,000.00	\$ 75,000,000.00									40%	42%
\$ 65,000,000.00	\$ 70,000,000.00									39%	41%
\$ 60,000,000.00	\$ 65,000,000.00									38%	40%
\$ 55,000,000.00	\$ 60,000,000.00										39%
\$ 50,000,000.00	\$ 55,000,000.00										38%
\$ 45,000,000.00	\$ 50,000,000.00										
\$ -	\$ 45,000,000.00										



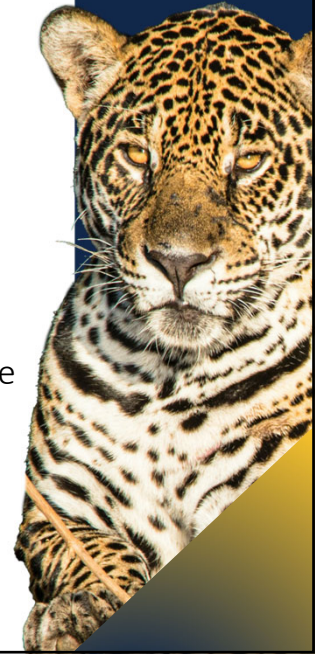
Monte Alto Windpower, LLC Phase II

	Current Dates Agreement Board Approved on 02/22/22	Proposed Dates Requested by Terra-Gen on 11/18/2025
Commencement Date	March 31, 2023	December 31, 2027
Estimated Appraised Value	\$156,000,000	\$203,000,000



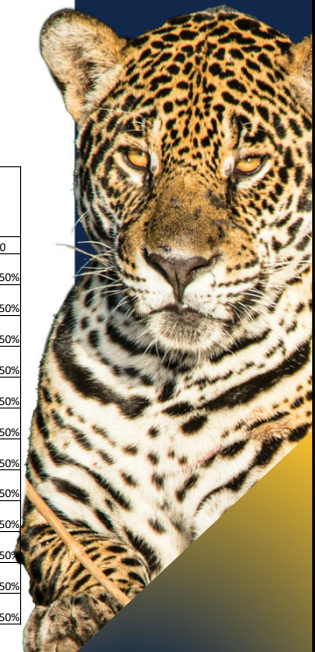
Monte Alto Windpower, LLC Phase II

- Complete Construction of the Improvements no later than fourteen (14) months from December 31, 2027
- Ten (10) annual payments in lieu of taxes of \$10,000
- Initial contribution of \$40,000 for Student Scholarships
- Create no fewer than four (4) new, permanent, full-time jobs.
- Provide health insurance to its full-time employees
- Paid the application fee of \$2,500
- Reimburse up to \$5,000 for reasonable attorney's fees



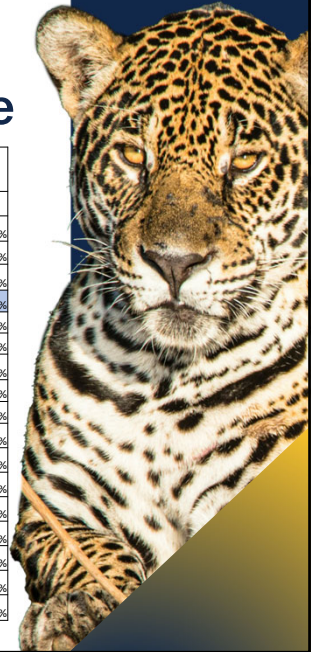
Monte Alto Windpower, LLC Phase II Tax Abatement Percentage Scale

		50% Maximum									
Appraisal Value subject to the Abatement		Percent to be Abated									
	But less than:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$ 200,000,000.00		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 195,000,000.00	\$ 200,000,000.00	49%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 190,000,000.00	\$ 195,000,000.00	48%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 185,000,000.00	\$ 190,000,000.00	47%	49%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 180,000,000.00	\$ 185,000,000.00	46%	48%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 175,000,000.00	\$ 180,000,000.00	45%	47%	49%	50%	50%	50%	50%	50%	50%	50%
\$ 170,000,000.00	\$ 175,000,000.00	44%	46%	48%	50%	50%	50%	50%	50%	50%	50%
\$ 165,000,000.00	\$ 170,000,000.00	43%	45%	47%	49%	50%	50%	50%	50%	50%	50%
\$ 160,000,000.00	\$ 165,000,000.00	42%	44%	46%	48%	49%	50%	50%	50%	50%	50%
\$ 155,000,000.00	\$ 160,000,000.00	41%	43%	45%	47%	48%	50%	50%	50%	50%	50%
\$ 150,000,000.00	\$ 155,000,000.00	40%	42%	44%	46%	47%	49%	50%	50%	50%	50%
\$ 145,000,000.00	\$ 150,000,000.00	39%	41%	43%	45%	46%	48%	50%	50%	50%	50%



Tax Abatement Percentage Scale Continue

Appraisal Value subject to the Abatement		Percent to be Abated									
	But less than:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$ 140,000,000.00	\$ 145,000,000.00		40%	42%	44%	45%	47%	49%	50%	50%	50%
\$ 135,000,000.00	\$ 140,000,000.00		39%	41%	43%	44%	46%	48%	49%	50%	50%
\$ 130,000,000.00	\$ 135,000,000.00			40%	42%	43%	45%	47%	48%	50%	50%
\$ 125,000,000.00	\$ 130,000,000.00			39%	41%	42%	44%	46%	47%	49%	50%
\$ 120,000,000.00	\$ 125,000,000.00				40%	41%	43%	45%	46%	48%	49%
\$ 115,000,000.00	\$ 120,000,000.00				39%	40%	42%	44%	45%	47%	48%
\$ 110,000,000.00	\$ 115,000,000.00					39%	41%	43%	44%	46%	47%
\$ 105,000,000.00	\$ 110,000,000.00					38%	40%	42%	43%	45%	46%
\$ 100,000,000.00	\$ 105,000,000.00						39%	41%	42%	44%	45%
\$ 95,000,000.00	\$ 100,000,000.00						38%	40%	41%	43%	44%
\$ 90,000,000.00	\$ 95,000,000.00							39%	40%	42%	43%
\$ 85,000,000.00	\$ 90,000,000.00							38%	39%	41%	42%
\$ 80,000,000.00	\$ 85,000,000.00								38%	40%	41%
\$ 75,000,000.00	\$ 80,000,000.00								37%	39%	40%
\$ 70,000,000.00	\$ 75,000,000.00									38%	39%
\$ 65,000,000.00	\$ 70,000,000.00									37%	38%
\$ -	\$ 65,000,000.00										37%



Questions



Review and Discussion on Monte Cristo II Windpower, LLC (Terra-Gen Development Company, LLC) Tax Abatement Application

Purpose Administration requests that the Committee review and discuss the Monte Cristo Phase II Windpower, LLC (Terra-Gen Development Company, LLC, exclusive developer), Tax Abatement Application in order for the College to participate in the new Phase II project.

Justification Terra-Gen Development Company, LLC, the exclusive developer of Monte Cristo Phase II Windpower, LLC (The Project), has submitted the application for tax abatement for its wind-powered electric generating facilities located within Hidalgo County and South Texas College boundaries to participate in the new tax abatement agreement with the Windpower renewable energy company.

Terra-Gen submitted the application for Phase II for the Monte Cristo Windpower, LLC, with the following specs:

- Project will begin construction no later than the 4th quarter of 2027, and it is currently anticipated that construction will be completed by the 4th quarter of 2028.
- The improvements are expected to have an estimated value of approximately \$223,388,000, although the Hidalgo County Appraisal District will determine the actual value. The improvements for Monte Cristo Phase II Windpower, LLC will include:
 - ⇒ Seeking 50% abatement of taxes effective for ten (10) full calendar years beginning on January 1 of the tax year.
 - ⇒ Proposed wind power generation facilities, expected to be comprised of 236 megawatts of nameplate capacity, located in the Hidalgo County Enterprise Zone.
 - ⇒ Expected to include between 53 to 62 wind turbines ranging from 3.4 and 4.0 megawatts turbines from a tier 1 manufacturer, although the exact number may vary substantially depending on factors such as the type and size of turbines used and site wind characteristics.

Subsequent to the review and discussion of the application for the proposed tax abatement for the Terra-Gen Development Company, LLC, Monte Cristo Phase II Windpower, LLC project, staff will obtain the tax abatement agreement for the public hearing and Board of Trustees approval.

Robert Pena, Texas Energy, has been invited to attend the Committee meeting to discuss their proposal and answer any questions.

Enclosed Documents	Appendix A – PowerPoint presentation
Funding	No funding.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Service Myriam Lopez, Associate Vice President – Finance and Management Robert Peña, Texas Energy Consultants
Recommendation	No action is required from the Committee. This item is presented for information and feedback to staff.



Monte Cristo Windpower II

Terra-Gen Development Company, LLC. is the exclusive developer of Monte Cristo Windpower II

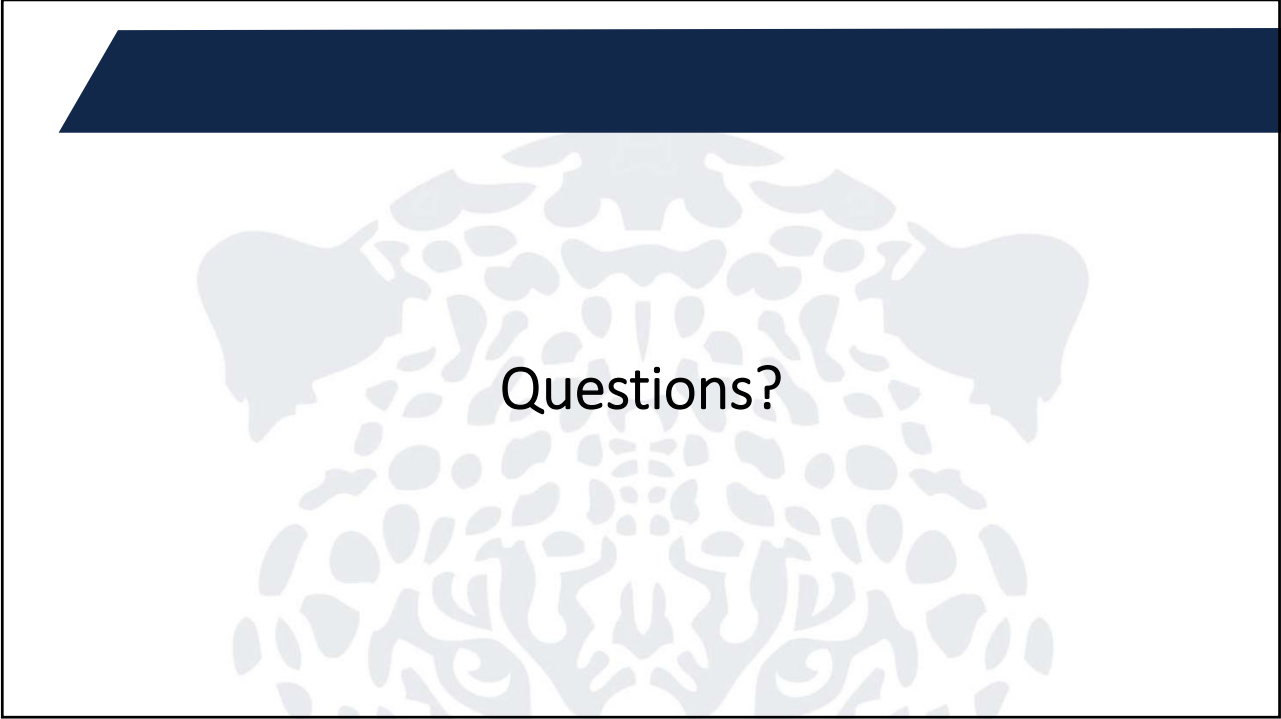
- The project is a special-purpose entity formed to facilitate the development and commercialization of a utility-scale wind energy project.
- Terra-Gen is in the business of:
 - Initiating, Developing,
 - Producing and owning, and
 - Operating electricity from renewable energy projects including wind and solar.

Monte Cristo Windpower II

- Estimated taxable value to be \$223,388,000
- The developer estimates the project will have retained a value of approximately \$68,250,923
- Anticipating that construction will begin no later than the 4th quarter of 2027 and be completed by the 4th quarter of 2028
- Its expected to include between 53 to 62 wind turbines each ranging from 3.x and 4.x MW turbines from a tier 1 manufacturer
- Proposed wind power generation facility, comprised of approximately 236 megawatts ("MW")

Monte Cristo Windpower II

- ❖ Create two (2) permanent jobs
- ❖ Base salary of \$49,392.20
- ❖ Estimates that the installation of the wind turbines will create 100-150 temporary construction jobs over the course of the project
- ❖ Estimated to last twelve to fourteen (12-14) months of construction
- ❖ Terra-Gen, LLC is committed to the continuing education of local workforce and employees through local scholarships and or student support services



Questions?

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

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) Audiovisual Upgrade Active Learning Classroom

Purpose	Award the proposal for an audiovisual upgrade active learning classroom to Audio Visual Aids (San Antonio, TX).
Justification	To upgrade the audiovisual equipment in five (5) active learning classrooms on the Pecan, Mid Valley, and Starr County campuses. Modern audiovisual equipment, such as document cameras, displays, switchers, cables, and hardware, is needed to update or replace outdated/obsolete equipment that will provide better services to our faculty, staff, and community by enhancing learning experiences, communication, collaboration, and knowledge sharing across all environments.
Funding	Funds for this expenditure are budgeted in the Technology Renewal Fund budget for FY 2025 – 2026.
Enclosed Documents	Appendix A – Project Timeline and Information Other information is included in the Supporting Documentation.
Staff Resource	Dr. Jesús Campos, Interim Vice President for Technology, Information & Planning Services Lucio Gonzalez, Associate Vice President - Technology and Chief Information Officer Yolanda Martinez, Director of Educational Technologies
Recommendation	The Committee recommended Board approval to award the proposal for an audiovisual upgrade active learning classroom to Audio Visual Aids (San Antonio, TX), at a total amount of \$223,690.81.

APPENDIX A

Project Timeline and Information

Advertised RFP	September 10, 2025, and September 17, 2025
RFP Responses Due	September 25, 2025
RFP Issued To	Five Hundred and Thirty-Four (534) Vendors
Responses Received From	Four (4) Vendors
Responses Reviewed By	Educational Technologies, Information Technology, and Purchasing Department
Highest Ranked Vendor	Audio Visual Aids

Award of Proposals – 2) Catering Services

Purpose	Award the catering services proposals to the vendors listed in Appendix A.
Justification	To provide a variety of meal options and accommodate diverse dietary needs during South Texas College events such as student activities, professional development events, and sponsored events attended by students, faculty, staff, and the community. The vendor will be selected at the time of purchase based on the items needed/provided, pricing, availability, and delivery timeline.
Funding	Funds for this expenditure are budgeted in the various auxiliary budgets for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Appendix A – Vendors List Appendix B – Renewal Terms Other information is included in the Supporting Documentation
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Deyadira Leal, Director of Purchasing
Recommendation	The Committee recommends Board approval to award the catering services proposals to the vendors listed in Appendix A for the period beginning November 19, 2025 through November 18, 2026, with two one-year options to renew at an estimated total amount of \$120,000.00, which is based on prior year expenditures.

APPENDIX A

Vendors List

Vendor (City, State)	Vendor (City, State)
AC Chicken, LLC (New) (McAllen, TX)	Amaru Book Club A.B.C. (New) (Houston, TX)
Atencion Selecta, LLC (Edinburg, TX)	Coastal Deli, Inc. (Corpus Christi, TX)
Cornerstone Cafe (Mission, TX)	Deliver 4 Every 1 Logistics, LLC (New) (McKinney, TX)
Pizza Properties, Inc. (El Paso, TX)	Protein House (New) (McAllen, TX)
Spiced Lavender Catering (New) (Fort Worth, TX)	

APPENDIX B

Project Timeline and Information

Advertised RFP	August 20, 2025, and August 27, 2025
RFP Responses Due	September 16, 2025
RFP Issued To	Five Hundred and Eighty-Eight (588) Vendors
Responses Received From	Nine (9) Vendors
Responses Reviewed By	Purchasing Department
Highest-Ranked Vendor	Vendors listed in Appendix A

Award of Proposals – 3) Childcare Services - II (Grant Funded)

Purpose	Award the proposals for childcare services - II to the vendors listed in Appendix A.
Justification	To provide assistance with childcare expenses through the Carl Perkins Grants' available funding for the qualifying students who participate in the Providing Academic Support to Students (PASS) Program. The career and technical education program students must meet the following Carl Perkins Grant requirements: • A cumulative 2.7 GPA or higher, and • full-time status for the Fall, Spring, and Summer semesters (not including online courses). The vendors must submit all the required proposal documents with appropriate signatures, and a copy of their current state-issued license to operate a childcare program to qualify.
Funding	Funds for this expenditure are budgeted in the Carl Perkins Grant budget for FY 2025 – 2026.
Enclosed Documents	Appendix A – Vendors List Appendix B – Project Timeline and Information Other information is included in the Supporting Documentation.
Staff Resource	Dr. Maricela G. Silva, Manager for Career and Technology Education Pass Samantha B. Uriegas, Director of Project Alignment
Recommendation	The Committee recommends Board approval to award the proposals for childcare services - II to the vendors listed in Appendix A for the period beginning November 1, 2025 through August 31, 2026, at an estimated total amount of \$105,500.00.

APPENDIX A
Vendors List

	Vendor	(City, State)
1	Instituto Victoria, LLC	Edinburg, TX
2	New Beginnings Preschool	Edinburg, TX
3	Busy Bee Beehive Learning Center	Elsa, TX
4	The Edutainment Zone 3	McAllen, TX
5	Axol Institute, LLC	McAllen, TX
6	Jennifer Saucedo	McAllen, TX
7	Rhema's Learning Center	McAllen, TX
8	Colegio Bilingue Trinidad	Mission, TX
9	Over the Moon Learning Institute, LLC	Mission, TX
10	Stepping Stones	Mission, TX
11	The Edutainment Zone 4	Mission, TX
12	Go-Go Kids Learning Academy	Pharr, TX
13	Boo Boo's Learning Center	Pharr, TX
14	Magic Kidz Academy, LLC	Pharr, TX
15	Royal Education Center, LLC	Pharr, TX
16	The Edutainment Zone, LLC	Rio Grande City, TX
17	The Edutainment Zone 5, LLC	Rio Grande City, TX
18	The Edutainment Zone 2, LLC	Roma, TX
19	Alpha Kids Early Learning Center LLC	Weslaco, TX

APPENDIX B

Project Timeline and Information

Advertised RFP	September 10, 2025 and September 17, 2025
RFP Responses Due	October 1, 2025
RFP Issued To	Nine Hundred and Ninety-Seven (997) Vendors
Responses Received From	Twenty (20) Vendors, of which one (1) submitted incomplete required documentation; therefore, it was not considered.
Responses Reviewed By	Purchasing Department
Highest-Ranked Vendor	Vendors listed in Appendix A.

Award of Proposals – 4) Fire Suppression Systems Service

Purpose	Award the proposals for fire suppression systems service to the vendors listed in Appendix A.
Justification	To provide service and repairs to the district-wide buildings' fire suppression systems, such as fire alarms, fire sprinklers, kitchen hoods, and portable fire extinguishers. The fire suppression systems are inspected and repaired annually.
Funding	Funds for this expenditure are budgeted in the Facilities Operations and Maintenance budget for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Appendix A – District-Wide Services Summary Appendix B – Project Timeline and Information Other information is included in the Supporting Documentation.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services George McCaleb, Executive Director of Facilities Operations and Maintenance
Recommendation	It is requested that the Board approve to award the proposals for fire suppression systems services to the vendors listed in Appendix A for the period beginning November 29, 2025 through November 28, 2026, with two one-year options to renew, at an estimated total amount of \$241,435.00.

APPENDIX A

District-Wide Services Summary

Service	Vendor	Amount
Fire Alarm Panels Inspections	Luis A. Grimaldo/ dba Strongline Security & Fire	\$23,450.00
Fire Alarm Panels Repairs	Luis A. Grimaldo/ dba Strongline Security & Fire	\$70,000.00
Kitchen Hoods Inspections	El Fire & Safety, Inc.	\$2,660.00
Kitchen Hood Repairs	El Fire & Safety, Inc.	\$15,000.00

Service	Vendor	Amount
Fire Sprinklers Inspections	1st FP McAllen, LLC	\$1,225.00
Fire Sprinklers Repairs	1st FP McAllen, LLC	\$80,000.00
Clean Agent Fire Suppression System Inspections	Security International, Inc.	\$4,100.00
Fire Extinguishers Inspections	EI Fire & Safety, Inc.	\$15,000.00
Fire Extinguishers Hydro Testing	EI Fire & Safety, Inc.	\$15,000.00
Fire Extinguishers Recharge	EI Fire & Safety, Inc.	\$15,000.00
Total Amount:		\$241,435.00

APPENDIX B

Project Timeline and Information

Advertised RFP	August 13, 2025 and August 20, 2025
RFP Responses Due	September 10, 2025
RFP Issued To	Seven Hundred and Sixteen (716) Vendors
Responses Received From	Eight (8) Vendors
Responses Reviewed By	Facilities Operations and Maintenance and Purchasing Department
Highest-Ranked Vendor	Vendors listed in Appendix A.

Award of Proposals – 5) In-Store Purchase of Materials and Supplies

Purpose	Award the proposals for in-store purchase of materials and supplies to the vendors listed in Appendix A.
Justification	To provide various college departments and instructional programs with access to purchase materials, supplies, and miscellaneous items in-store. The items are used primarily for instructional labs, meetings, student activities, professional development events, and South Texas College-sponsored events attended by students, faculty, staff, and the community.
Funding	Funds for this expenditure are budgeted in the various departments' budgets for FY 2025 – 2026. 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 Supporting Documentation.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Deyadira Leal, Director of Purchasing
Recommendation	It is requested that the Board approve to award the proposals for in-store purchase of materials and supplies to the vendors listed in Appendix A for the period beginning November 27, 2025 through November 26, 2026, with two one-year options to renew at an estimated total amount of \$140,000.00.

APPENDIX A

Vendors List

Vendor (City, State)	Vendor (City, State)
Gateway Printing & Office Supply, Inc. (Edinburg, TX)	Hobby Lobby Stores, Inc. (Oklahoma City, OK)
Testimony Ventures, LLC (New) (Arlington, TX)	TS Goods, Inc. DBA Mary Mack's (New) (Clinton, NC)
Walmart (Mission, TX)	

APPENDIX B

Project Timeline and Information

Advertised RFP	August 20, 2025 and August 27, 2025
RFP Responses Due	September 18, 2025
RFP Issued To	One Hundred and Twenty-Three (123) Vendors
Responses Received From	Five (5) Vendors
Responses Reviewed By	Purchasing Department
Highest-Ranked Vendor	Vendors listed in Appendix A

Purchases – 6) Automotive Alignment, Inspection, and Safety Training Equipment

Purpose	Purchase automotive alignment, inspection, and safety training equipment from PSI JF Petroleum Group Inc., dba JF Petroleum Group (Edinburg, TX), a Texas Association of School Boards (TASB) - BuyBoard approved vendor.
Justification	To enhance the automotive technology program by procuring a lift rack and lift lighting kit. Both will provide students with hands-on experience using industry-standard equipment to perform alignments, inspections, and underbody repairs. These purchases will ensure that students gain practical skills using the same technology employed in dealerships and independent shops, thereby keeping the program aligned with current industry standards and workforce needs.
Funding	Funds for this expenditure are budgeted in the Automotive Technology budget for FY 2025 - 2026.
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, Point of Contact, Division of Business, Public Safety and Technology
Recommendation	The Committee recommends Board approval to purchase automotive alignment, inspection, and safety training equipment from PSI JF Petroleum Group Inc., dba JF Petroleum Group (Edinburg, TX), a Texas Association of School Boards (TASB) - BuyBoard approved vendor, at a total amount of \$102,093.58.

Purchases – 7) Cardiac Monitor

Purpose	Purchase a cardiac monitor from Stryker Sales, LLC (Chicago, IL), a Sourcewell approved vendor.
Justification	To be used in training for the paramedic-level students of the Emergency Medical Services (EMS) Program. The students in this program are required to become competent in performing numerous diagnostic procedures in order to complete their Associate of Applied Science (AAS) requirements as well as sit for the National Registry certification examination upon graduation. This equipment is needed to develop the procedural skills required within the scope of practice as a certified or licensed paramedic.
Funding	Funds for this expenditure are budgeted in the Emergency Medical Services budget for FY 2025 – 2026.
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 Dr. Margo Vargas-Ayala, Interim Dean of Health Science Professions
Recommendation	The Committee recommends Board approval to purchase a cardiac monitor from Stryker Sales, LLC (Chicago, IL), a Sourcewell approved vendor, at a total amount of \$66,788.68.

Purchases – 8) Computers, Laptops, and Monitors

Purpose	Purchase computers, laptops, and monitors from Dell Marketing, LP (Dallas, TX), an OMNIA Partners approved vendor,
Justification	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. The requested systems meet the College's standard configurations.
Funding	Funds for these expenditures are budgeted in the requesting department budgets for FY 2025 – 2026 as follows: Architectural & Engineering Design Technology Program / Surveying and Geospatial Technology Program, Educational Technology Maintenance and Replacement, Computer Science Program, Business Administration Program, Technology, Information, and Planning Services, Criminal Justice Program, Patient Care Technician Program, Psychological Science Program, Cosmetology Program, Campus Police, Dental Hygiene Program, College Connections, Centers for Learning Excellence, Regional Center for Public Safety Excellence.
Enclosed Documents	Appendix A – District-Wide Technology Request Summary Other information is included in the Supporting Documentation.
Staff Resource	Dr. Jesús Campos, Interim Vice President for Technology, Information & Planning Services Lucio Gonzalez, Associate Vice President -Technology and Chief Information Officer
Recommendation	The Committee recommends Board approval to purchase computers, laptops, and monitors from Dell Marketing, LP (Dallas, TX), an OMNIA Partners approved vendor, at a total amount of \$180,363.02.

APPENDIX A
District-Wide Technology Request Summary

Student Computers		2	Patient Care Technician Program
21	Architectural & Engineering Design Technology Program / Surveying and Geospatial Technology Program	1	Psychological Science Program
4	Educational Technology Maintenance and Replacement	1	Cosmetology Program
73	Computer Science Program	Faculty Monitors	
Student Monitors		10	Technology, Information, and Planning Services
72	Computer Science Program	Staff Computers	
Faculty Computers		6	Campus Police
2	Business Administration Program	Staff Laptops	
5	Technology, Information, and Planning Services	1	Dental Hygiene Program
Faculty Laptops		6	College Connections
1	Computer Science Program	1	Centers for Learning Excellence
1	Criminal Justice Program	1	Regional Center for Public Safety Excellence

Purchases – 9) Law Enforcement Vehicle

Purpose	Purchase a law enforcement vehicle from Sames Laredo Chevrolet, Inc. (Laredo, TX), The Interlocal Purchasing System (TIPS) approved vendor.
Justification	To procure one (1) law enforcement vehicle, essential for enhancing campus safety and security. The vehicle will significantly improve emergency response times, provide a visible security presence that deters crime, and support the management of campus events. Additionally, it will replace vehicles with high mileage/running engine hours and maintenance repair costs that will be retired.
Funding	Funds for this expenditure are budgeted in the Campus Police budget for FY 2025 – 2026.
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Ruben Suarez, Chief of Police - STC Department of Public Safety
Recommendation	The Committee recommends Board approval to purchase a law enforcement vehicle from Sames Laredo Chevrolet, Inc. (Laredo, TX), The Interlocal Purchasing System (TIPS) approved vendor, at an estimated total amount of \$55,900.00.

Purchases – 10) Learning Management System Support Services

Purpose	Purchase learning management system support services from Blackboard Inc. (Anthology) (Boca Raton, FL), a sole-source vendor.
Justification	To provide students and faculty with reliable assistance outside of regular business hours for South Texas College Online. Support covers questions and issues related to online courses delivered through the college's Learning Management System (Blackboard). Also, providing instructors with powerful tools to monitor student performance through the Ultra Course View. These insights enable faculty to identify students who may be struggling, assess the effectiveness of their assessments, and adjust teaching strategies in real-time.
Funding	Funds for this expenditure are budgeted in the Digital Learning Technology budget for FY 2025 – 2026.
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 Dr. Brett Millan, Associate Vice President of Academic Success and Advancement
Recommendation	The Committee recommends Board approval to purchase a learning management system support services from Blackboard Inc. (Anthology) (Boca Raton, FL), a sole-source vendor, for the period beginning September 1, 2025 through August 31, 2026, at an estimated total amount of \$75,755.73.

Purchases – 11) Rental of Personal Protective Equipment for Fire Science Academy Students

Purpose	Purchase rental of personal protective equipment for fire science academy students from Lion Total Care, Inc. (Dayton, OH), a Sourcewell-approved vendor.
Justification	To provide essential equipment needed for the Fire Academy Students at the Regional Center for Public Safety and Excellence and Starr County Campus, supporting the Academy's operational readiness and safety standards. The equipment includes turnout gear, helmets, gloves, boots, hoods, chemical, biological, radiological, and nuclear protective equipment, station wear, and rescue wear.
Funding	Funds for this expenditure are budgeted in the Fire Science budget for FY 2025 – 2026.
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, Point of Contact, Division of Business, Public Safety and Technology
Recommendation	The Committee recommends Board approval to purchase rental of personal protective equipment for fire science academy students from Lion Total Care, Inc. (Dayton, OH), a Sourcewell-approved vendor, for the period beginning September 1, 2025 through August 31, 2026, at a total amount of \$75,000.00.

Purchases – 12) Training Trailer with an Adjustable Ventilation Prop, and Vent-Enter-Search Window

Purpose	Purchase a training trailer with an adjustable ventilation prop and a vent-enter-search window from Braskey Products, LLC (Era, TX), a sole-source vendor.
Justification	To be used in training by Fire Academy students, professional firefighters attending continuing education courses, and the instructors conducting these sessions. The training equipment includes forcible entry doors, a crush prop, a training tree with attachments, ventilation props, a forcible entry training trailer, and an explosive breach door.
Funding	Funds for this expenditure are budgeted in the Regional Center for Public Safety Excellence budget for FY 2025 – 2026.
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, Point of Contact, Division of Business, Public Safety and Technology Robert Vela, Jr, Site Administrator, Regional Center for Public Safety Excellence
Recommendation	The Committee recommends Board approval to purchase a training trailer with an adjustable ventilation prop, and a vent-enter-search window from Braskey Products, LLC (Era, TX), a sole-source vendor, at a total amount of \$70,174.00.

Purchase Renewals – 13) Case Management and Mentoring Services

Purpose	Renew the case management and mentoring services contract with Valley Initiative for Development and Advancement (VIDA) (Mercedes, TX), a sole-source vendor.
Justification	To aid fifty (50) economically disadvantaged students per semester during the Spring, Summer, and Fall 2026 semesters. The services will include financial assistance (such as books, childcare, and transportation), intensive case management, and career counseling to help students complete their education and training in high-demand occupations.
Funding	Funds for this expenditure are budgeted in the Student Case Management Services budget for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Dr. Matthew Hebbard, Vice President of Student Affairs and Enrollment Management Otoniel Matamoros, Dean of Enrollment Services
Recommendation	The Committee recommends Board approval to renew the case management and mentoring services contract with Valley Initiative for Development and Advancement (VIDA) (Mercedes, TX), a sole-source vendor, for the period beginning January 1, 2026 through December 31, 2026, at an estimated total amount of \$81,000.00, based on prior year expenditures.

Purchase Renewals – 14) Institutional Membership

Purpose	Renew institutional membership with Texas Association of Community Colleges (TACC) (Austin, TX), a sole-source vendor.
Justification	To provide representation at the Texas legislature and state agencies to advocate for the interests impacting the public community colleges. TACC represents all fifty (50) public community college districts in Texas. The organization's primary focus is on the General Appropriations Bill and legislation impacting public community colleges.
Funding	Funds for this expenditure are budgeted in the Non-Public Fund Project budget for FY 2025 – 2026.
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Dr. Ricardo J. Solis, President of South Texas College
Recommendation	The Committee recommended Board approval to renew the institutional membership with Texas Association of Community Colleges (TACC) (Austin, TX), a sole-source vendor, for the period beginning September 1, 2025 through August 31, 2026, at a total amount of \$105,502.00.

Purchase Renewals – 15) Intelligent Learning Platform Subscription Agreement

Purpose	Renew the intelligent learning platform subscription agreement with Ellucian, Inc. through Lamar Institute of Technology (Beaumont, TX) (New), acting by and through the State of Texas Department of Information Resources (DIR) for the Texas Connection Consortium (TCC).
Justification	To allow student course data, such as grades, to be passed between Ellucian Banner, the college's student system, to the college's Blackboard Learning Management System (LMS).
Funding	Funds for this expenditure are budgeted in the Applications Development budget for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Dr. Jesús Campos, Interim Vice President for Technology, Information & Planning Services Lucio Gonzalez, Associate Vice President -Technology and Chief Information Officer.
Recommendation	The Committee recommends Board approval to renew the intelligent learning platform subscription agreement with Ellucian, Inc. through Lamar Institute of Technology (Beaumont, TX) acting by and through the State of Texas Department of Information Resources (DIR) for the Texas Connection Consortium (TCC), for the period beginning September 1, 2025 through August 31, 2028, at an estimated amount of \$37,683 for year one, \$38,814 for year two, \$39,979 for year 3, and a total amount of \$116,476.00.

Purchase Renewals – 16) Software License Agreement

Purpose	Renew the software license agreement with CourseMaven, Inc./ dba DualEnroll.com (Leesburg, VA), a sole-source vendor.
Justification	To provide a seamless process for dual-credit students to apply and register for courses, it is essential to streamline and integrate systems that reduce delays and administrative barriers. This ensures timely and accurate enrollment, supports student success, and improves coordination between high schools and the college. A well-designed process enhances the overall experience for students, parents, and counselors by simplifying application, registration, and program management, ultimately increasing participation and retention in dual-credit programs.
Funding	Funds for this expenditure are budgeted in the Dual Credit Programs budget for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
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 Dr. Rebecca De Leon, Associate Vice President – Dual Credit Programs and School District Partnerships
Recommendation	The Committee recommends Board approval to renew the software license agreement with CourseMaven, Inc./ dba DualEnroll.com (Leesburg, VA), a sole-source vendor, for the period beginning December 1, 2025 through November 30, 2026, at an estimated total amount of \$67,330.00.

Purchase Renewals – 17) Vehicle Fuel Program

Purpose	Renew the vehicle fuel program with U.S. Bank/Voyager Fleet Systems (Kansas City, MO), the State of Texas Procurement and Support Services (TPASS) approved vendor, acting by and through the State of Texas Council of Competitive Government (CCG).
Justification	The vehicle fuel program for college-owned vehicles provides quarterly rebates and discounts. Cardholders can use their cards at 40,000 approved locations, including many within a mile of the College's campuses. Each employee using the card has a personal identification number, transaction and dollar amount limits, and odometer readings are required at the pump to ensure accurate tracking. Additionally, the Business Office can monitor transactions online and access various reports.
Funding	Funds for this expenditure are budgeted in various programs and department budgets for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Myriam Lopez, Associate Vice President for Finance and Management
Recommendation	The Committee recommends Board approval to renew the vehicle fuel program with U.S. Bank/Voyager Fleet Systems (Kansas City, MO), the State of Texas Procurement and Support Services (TPASS) approved vendor, acting by and through the State of Texas Council of Competitive Government (CCG), for the period beginning January 1, 2026 through December 31, 2026, at an estimated total amount of \$170,000.00, which is based on prior year expenditures.

Renewals – 18) Campus Dining and Food Trucks - Mid Valley Campus

Purpose	Renew the campus dining and food trucks – Mid Valley Campus contract with All Affairs and Occasions (McAllen, TX).
Justification	To provide a wide range of food options available for faculty, staff, and students throughout their time at the Mid Valley Campus. These options are available Monday through Friday and encompass a selection of tacos, sandwiches, wraps, hot dogs, salads, burgers, desserts, fruits, and other culinary offerings.
Funding	The College will incur no cost.
Enclosed Documents	Appendix A – Renewal Terms Other information is included in the Supporting Documentation.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services George McCaleb, Executive Director of Facilities Operations and Maintenance
Recommendation	It is requested that the Board approve to renew the campus dining and food trucks – Mid Valley Campus contract with All Affairs and Occasions (McAllen, TX) for the period beginning February 1, 2026 through January 31, 2027, at no cost to the College.

APPENDIX A **Renewal Terms**

The Board awarded the contracts as follows:

Term: November 19, 2024 - one year with two (2) one-year annual renewals			
Award	Board Meeting	Original Term	Renewal Term
Original	11/19/2024	02/01/2025 – 01/31/2026	
First Renewal	10/28/2025		02/01/2026 – 01/31/2027

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

Renewals – 19) Graduation Regalia

Purpose	Renew the graduation regalia contract with Jostens, Inc. (Minneapolis, MN).
Justification	To procure graduation regalia, including caps, gowns, and sashes, which are essential for honoring the achievements of South Texas College graduates during their 2026 commencement ceremonies. By providing high-quality regalia, the college enhances the ceremonial experience, ensuring that graduates feel recognized and celebrated for their hard work and dedication.
Funding	Funds for this expenditure are budgeted in the Graduation budget for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Appendix A – Renewal Terms Other information is included in the Supporting Documentation.
Staff Resource	Dr. Matthew S. Hebbard, Vice President - Student Affairs and Enrollment Management Cynthia Blanco, Dean of Enrollment Systems and Registrar, Admissions and Records
Recommendation	The Committee recommends Board approval to renew the graduation regalia contract with Jostens, Inc. (Minneapolis, MN) for the period beginning January 1, 2026 through December 31, 2026, at an estimated total amount of \$98,900.00, which is based on prior year expenditures.

APPENDIX A

Renewal Terms

The Board awarded the contract as follows:

Term: November 28, 2023 - one year with two (2) one-year annual renewals			
Award	Board Meeting	Original Term	Renewal Term
Original	11/28/2023	01/01/2024 – 12/31/2024	
First Renewal	10/29/2024		01/01/2025 – 12/31/2025
Final Renewal	10/28/2025		01/01/2026 – 12/31/2026

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

Renewals – 20) Printing of Stationery

Purpose	Renew the printing of stationery contracts with the awarded vendors listed in Appendix A.
Justification	To maintain a professional and consistent brand image for the College. High-quality stationery, such as letterheads, envelopes, business cards, and brochures, enhances communication with students, faculty, and external stakeholders, reflecting the institution's commitment to excellence. This investment supports day-to-day operations and fosters a sense of community and pride among its members.
Funding	Funds for this expenditure are budgeted in the Public Relations and Marketing budget for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Appendix A – Vendors List Appendix B – Renewal Terms Other information is included in the Supporting Documentation.
Staff Resource	Lynda Lopez, Executive Director of Public Relations and Marketing Mary Del Paz, Vice President for Finance and Administrative Services Deyadira Leal, Director of Purchasing
Recommendation	The Committee recommends Board approval to renew the printing of stationery contracts with the vendors listed in Appendix A for the period beginning February 1, 2026 through January 31, 2027, at an estimated total amount of \$30,000.00, which is based on prior year expenditures.

APPENDIX A

Vendors List

Primary Vendor	UBEO, LLC /dba Copy Zone (McAllen, TX)
Secondary Vendor	Slate Group (Lubbock, TX)

The secondary vendor will be utilized when the primary vendor is unable to provide the required services.

APPENDIX B
Renewal Terms

The Board awarded the contracts as follows:

Term: January 30, 2024 - one year with two (2) one-year annual renewals			
Award	Board Meeting	Original Term	Renewal Term
Original	01/30/2024	02/01/2024 – 01/31/2025	
First Renewal	10/29/2024		02/01/2025 – 01/31/2026
Final Renewal	10/28/2025		02/01/2026 – 01/31/2027

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

Renewals – 21) Signs, Banners, and Related Products

Purpose	Renew the signs, banners, and related products contracts with the vendors listed in Appendix A.
Justification	To identify, promote, and market South Texas College’s events and departments, including community events and activities for public schools. Examples of these products are hanging banners, event directional yard signs, informational signage, table covers, metal signs, nameplates, office entrance signs, and graduation posters. At the time of purchase, the vendor will be selected based on the items needed/provided, pricing, availability, and delivery timeline.
Funding	Funds for this expenditure are budgeted in the various department budgets for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Appendix A – Vendors List Appendix B – Renewal Terms Other information is included in the Supporting Documentation.
Staff Resource	Lynda Lopez, Executive Director of Public Relations and Marketing Mary Del Paz, Vice President for Finance and Administrative Services Deyadira Leal, Director of Purchasing
Recommendation	The Committee recommends Board approval to renew the signs, banners, and related products contracts with the vendors listed in Appendix A for the period beginning February 1, 2026 through January 31, 2027, at an estimated total amount of \$100,000.00, which is based on prior year expenditures.

APPENDIX A

Vendors List

Vendor (City, State)	Vendor (City, State)
FedEx Office and Print Services, Inc. (Plano, TX)	Gateway Printing (Edinburg, TX)
Huntington Sky Production, Ltd. /dba Fastsigns (McAllen, TX)	Imprezos Pro Uniforms, LLC (Pharr, TX)
Promo Universal, LLC (Corpus Christi, TX)	Slate Group (Lubbock, TX)
UBEO, LLC /dba Copy Zone, Ltd. (McAllen, TX)	

APPENDIX B
Renewal Terms

The Board awarded the contracts as follows:

Term: November 28, 2023 - one year with two (2) one-year annual renewals			
Award	Board Meeting	Original Term	Renewal Term
Original	11/28/2023	02/01/2024 – 01/31/2025	
First Renewal	10/29/2024		02/01/2025 – 01/31/2026
Final Renewal	10/28/2025		02/01/2026 – 01/31/2027

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

Interlocal Agreements – 22) Facility Usage Agreements

Purpose	Enter into facility usage agreements with the City of Edinburg (Edinburg, TX) and the City of McAllen (McAllen, TX), through interlocal agreements.
Justification	To lease several facilities for the upcoming events that facilitate student and community engagement through the fine arts and help promote and advance the cultural programming of The Center for Mexican American Studies and Ballet Folklórico.
Funding	Funds for this expenditure are budgeted in the Center for Mexican American Studies and Ballet Folklórico budgets for FY 2025 – 2026.
Enclosed Documents	Appendix A – Summary of Facilities and Events Other information is included in the Supporting Documentation.
Staff Resource	Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development Dr. Christopher Nelson, Dean of Liberal Arts
Recommendation	The Committee recommends Board approval to enter into facility usage agreements with the City of Edinburg (Edinburg, TX) and City of McAllen (McAllen, TX) as listed in Appendix A, at an estimated total amount of \$48,578.00.

APPENDIX A

Summary of Facilities and Events

Date	Vendor	Facility	Event	Amount
11/14/2025	City of Edinburg	Edinburg Municipal Auditorium	Amistades Concert Series 2025 Fall Showcase	\$1,175.00
01/20/2026	City of Edinburg	Edinburg Municipal Auditorium	Amistades Concert Series 2025 Spring Showcase	\$1,175.00
02/26/2026 - 02/27/2026	City of McAllen	McAllen Performing Arts Center	Tradiciones 2026 Annual Concert Series	\$10,000.00
03/06/2026 - 08/26/2026	City of McAllen	McAllen Convention Center	South Texas State Dance Competition Folklórico & Contemporary Dance Competition	\$20,553.00
07/06/2026 - 07/08/2026	City of McAllen	McAllen Convention Center	STC Summer Dance Workshops	\$15,675.00
Total Amount:				\$48,578.00

Interlocal Agreement – 23) Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Third Party Partnership Initiative

Purpose	Enter into the Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Third Party Partnership Initiative with Lower Rio Grande Valley Workforce Development Board, dba Workforce Solutions (McAllen, TX), through an interlocal agreement.
Justification	To connect SNAP recipients with targeted training and skill-building services provided by South Texas College, with the goal of improving employment outcomes, increasing self-sufficiency, and supporting local economic growth. Education, training, work experience, or other allowable activities may be provided to a SNAP recipient before he or she searches for work. SNAP E&T customers served under this initiative are included in federal outcome measures and reporting. The Lower Rio Grande Valley Workforce Development Board and South Texas College will jointly provide case management, monitor attendance and academic progress, and address life issues.
Funding	The Lower Rio Grande Valley Workforce Development Board, dba Workforce Solutions, will certify a maximum amount of \$50,000.00 under this agreement to South Texas College, as follows: • \$40,000 for direct program costs • \$10,000 for support services
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 Olivia De La Rosa, Dean - Continuing Education and Workforce Development
Recommendation	The Committee recommends Board approval to enter into the Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Third Party Partnership Initiative with Lower Rio Grande Valley Workforce Development Board, dba Workforce Solutions (McAllen, TX), for the period beginning October 1, 2025 through September 30, 2026, at no cost to the College.

Recommendation: It is requested that the Committee recommend for Board approval of the award of proposals, purchases, purchase renewals, renewals, and interlocal agreements at a total cost of \$2,274,756.82, as listed below:

Award of Proposals

- 1) **Audiovisual Upgrade Active Learning Classroom:** award the proposal for an audiovisual upgrade active learning classroom to **Audio Visual Aids** (San Antonio, TX), at a total amount of \$223,690.81;
- 2) **Catering Services:** award the catering services proposals to the vendors listed in Appendix A for the period beginning November 19, 2025 through November 18, 2026, with two one-year options to renew at an estimated total amount of \$120,000.00, which is based on prior year expenditures;

APPENDIX A
Vendors List

Vendor (City, State)	Vendor (City, State)
AC Chicken, LLC (New) (McAllen, TX)	Amaru Book Club A.B.C. (New) (Houston, TX)
Atencion Selecta, LLC (Edinburg, TX)	Coastal Deli, Inc. (Corpus Christi, TX)
Cornerstone Cafe (Mission, TX)	Deliver 4 Every 1 Logistics, LLC (New) (McKinney, TX)
Pizza Properties, Inc. (El Paso, TX)	Protein House (New) (McAllen, TX)
Spiced Lavender Catering (New) (Fort Worth, TX)	

- 3) **Childcare Services - II (Grant Funded):** award the proposals for childcare services - II to the vendors listed in Appendix A for the period beginning November 1, 2025 through August 31, 2026, at an estimated total amount of \$105,500.00;

APPENDIX A
Vendors List

	Vendor	(City, State)
1	Instituto Victoria, LLC	Edinburg, TX
2	New Beginnings Preschool	Edinburg, TX
3	Busy Bee Beehive Learning Center	Elsa, TX
4	The Edutainment Zone 3	McAllen, TX
5	Axol Institute, LLC	McAllen, TX
6	Jennifer Saucedo	McAllen, TX
7	Rhema's Learning Center	McAllen, TX

8	Colegio Bilingue Trinidad	Mission, TX
9	Over the Moon Learning Institute, LLC	Mission, TX
10	Stepping Stones	Mission, TX
11	The Edutainment Zone 4	Mission, TX
12	Go-Go Kids Learning Academy	Pharr, TX
13	Boo Boo's Learning Center	Pharr, TX
14	Magic Kidz Academy, LLC	Pharr, TX
15	Royal Education Center, LLC	Pharr, TX
16	The Edutainment Zone, LLC	Rio Grande City, TX
17	The Edutainment Zone 5, LLC	Rio Grande City, TX
18	The Edutainment Zone 2, LLC	Roma, TX
19	Alpha Kids Early Learning Center LLC	Weslaco, TX

- 4) **Fire Suppression Systems Service:** award the proposals for fire suppression systems services to the vendors listed in Appendix A for the period beginning November 29, 2025 through November 28, 2026, with two one-year options to renew, at an estimated total amount of \$241,435.00;

APPENDIX A
District-Wide Services Summary

Service	Vendor	Amount
Fire Alarm Panels Inspections	Luis A. Grimaldo/ dba Strongline Security & Fire	\$23,450.00
Fire Alarm Panels Repairs	Luis A. Grimaldo/ dba Strongline Security & Fire	\$70,000.00
Kitchen Hoods Inspections	EI Fire & Safety, Inc.	\$2,660.00
Kitchen Hood Repairs	EI Fire & Safety, Inc.	\$15,000.00
Fire Sprinklers Inspections	1st FP McAllen, LLC	\$1,225.00
Fire Sprinklers Repairs	1st FP McAllen, LLC	\$80,000.00
Clean Agent Fire Suppression System Inspections	Security International, Inc.	\$4,100.00
Fire Extinguishers Inspections	EI Fire & Safety, Inc.	\$15,000.00
Fire Extinguishers Hydro Testing	EI Fire & Safety, Inc.	\$15,000.00
Fire Extinguishers Recharge	EI Fire & Safety, Inc.	\$15,000.00
Total Amount:		\$241,435.00

- 5) **In-Store Purchase of Materials and Supplies:** award the proposals for in-store purchase of materials and supplies to the vendors listed in Appendix A for the period beginning November 27, 2025 through November 26, 2026, with two one-year options to renew at an estimated total amount of \$140,000.00;

APPENDIX A

Vendors List

Vendor (City, State)	Vendor (City, State)
Gateway Printing & Office Supply, Inc. (Edinburg, TX)	Hobby Lobby Stores, Inc. (Oklahoma City, OK)
Testimony Ventures, LLC (New) (Arlington, TX)	TS Goods, Inc. DBA Mary Mack's (New) (Clinton, NC)
Walmart (Mission, TX)	

Purchases

- 6) **Automotive Alignment, Inspection, and Safety Training Equipment:** purchase automotive alignment, inspection, and safety training equipment from **PSI JF Petroleum Group Inc., dba JF Petroleum Group** (Edinburg, TX), a Texas Association of School Boards (TASB) - BuyBoard approved vendor, at a total amount of \$102,093.58;
- 7) **Cardiac Monitor:** purchase a cardiac monitor from **Stryker Sales, LLC** (Chicago, IL), a Sourcewell approved vendor, at a total amount of \$66,788.68;
- 8) **Computers, Laptops, and Monitors:** purchase computers, laptops, and monitors from **Dell Marketing, LP** (Dallas, TX), an OMNIA Partners approved vendor, at a total amount of \$180,363.02;
- 9) **Law Enforcement Vehicle:** purchase a law enforcement vehicle from **Sames Laredo Chevrolet, Inc.** (Laredo, TX), The Interlocal Purchasing System (TIPS) approved vendor, at an estimated total amount of \$55,900.00;
- 10) **Learning Management System Support Services:** purchase a learning management system support services from **Blackboard Inc. (Anthology)** (Boca Raton, FL), a sole-source vendor, for the period beginning September 1, 2025 through August 31, 2026, at an estimated total amount of \$75,755.73;
- 11) **Rental of Personal Protective Equipment for Fire Science Academy Students:** purchase rental of personal protective equipment for fire science academy students from **Lion Total Care, Inc.** (Dayton, OH), a Sourcewell-approved vendor, for the period beginning September 1, 2025 through August 31, 2026, at a total amount of \$75,000.00;
- 12) **Training Trailer with an Adjustable Ventilation Prop, and Vent-Enter-Search Window:** purchase training trailer with an adjustable

ventilation prop, and a vent-enter-search window from **Braskey Products, LLC** (Era, TX), a sole-source vendor, at a total amount of \$70,174.00;

**Purchase
Renewals**

- 13) Case Management and Mentoring Services:** renew the case management and mentoring services contract with **Valley Initiative for Development and Advancement (VIDA)** (Mercedes, TX), a sole-source vendor, for the period beginning January 1, 2026 through December 31, 2026, at an estimated total amount of \$81,000.00, based on prior year expenditures;
- 14) Institutional Membership:** renew the institutional membership with **Texas Association of Community Colleges (TACC)** (Austin, TX), a sole-source vendor, for the period beginning September 1, 2025 through August 31, 2026, at a total amount of \$105,502.00;
- 15) Intelligent Learning Platform Subscription Agreement:** renew the intelligent learning platform subscription agreement with **Ellucian, Inc.** through Lamar Institute of Technology (Beaumont, TX) acting by and through the State of Texas Department of Information Resources (DIR) for the Texas Connection Consortium (TCC), for the period beginning September 1, 2025 through August 31, 2028, at an estimated amount of \$37,683 for year one, \$38,814 for year two, \$39,979 for year 3, and a total amount of \$116,476.00;
- 16) Software License Agreement:** renew the software license agreement with **CourseMaven, Inc./ dba DualEnroll.com** (Leesburg, VA), a sole-source vendor, for the period beginning December 1, 2025 through November 30, 2026, at an estimated total amount of \$67,330.00;
- 17) Vehicle Fuel Program:** renew the vehicle fuel program with **U.S. Bank/Voyager Fleet Systems** (Kansas City, MO), the State of Texas Procurement and Support Services (TPASS) approved vendor, acting by and through the State of Texas Council of Competitive Government (CCG), for the period beginning January 1, 2026 through December 31, 2026, at an estimated total amount of \$170,000 which is based on prior year expenditures;

Renewals

- 18) Campus Dining and Food Trucks - Mid Valley Campus:** renew the campus dining and food trucks – Mid Valley Campus contract with **All Affairs and Occasions** (McAllen, TX) for the period beginning February 01, 2026 through January 31, 2027, at no cost to the College;
- 19) Graduation Regalia:** renew the graduation regalia contract with **Jostens, Inc.** (Minneapolis, MN) for the period beginning January 1, 2026 through December 31, 2026, at an estimated total amount of \$98,900.00, which is based on prior year expenditures;
- 20) Printing of Stationery:** renew the printing of stationery contracts with the vendors listed in Appendix A for the period beginning

February 1, 2026 through January 31, 2027, at an estimated total amount of \$30,000.00, which is based on prior year expenditures;

APPENDIX A

Vendors List

Primary Vendor	UBEO, LLC /dba Copy Zone (McAllen, TX)
Secondary Vendor	Slate Group (Lubbock, TX)

- 21) Signs, Banners, and Related Products:** renew the signs, banners, and related products contracts with the vendors listed in Appendix A for the period beginning February 1, 2026, through January 31, 2027, at an estimated total amount of \$100,000.00, which is based on prior year expenditures;

APPENDIX A

Vendors List

Vendor (City, State)	Vendor (City, State)
FedEx Office and Print Services, Inc. (Plano, TX)	Gateway Printing (Edinburg, TX)
Huntington Sky Production, Ltd. /dba Fastsigns (McAllen, TX)	Imprezos Pro Uniforms, LLC (Pharr, TX)
Promo Universal, LLC (Corpus Christi, TX)	Slate Group (Lubbock, TX)
UBEO, LLC /dba Copy Zone, Ltd. (McAllen, TX)	

Interlocal Agreements

- 22) Facility Usage Agreements:** enter into facility usage agreements with the **City of Edinburg** (Edinburg, TX) and **City of McAllen** (McAllen, TX) as listed in Appendix A, at an estimated total amount of \$48,578.00;

APPENDIX A

Summary of Facilities and Events

Date	Vendor	Facility	Event	Amount
11/14/2025	City of Edinburg	Edinburg Municipal Auditorium	Amistades Concert Series 2025 Fall Showcase	\$1,175.00
01/20/2026	City of Edinburg	Edinburg Municipal Auditorium	Amistades Concert Series 2025 Spring Showcase	\$1,175.00

02/26/2026 - 02/27/2026	City of McAllen	McAllen Performing Arts Center	Tradiciones 2026 Annual Concert Series	\$10,000.00
03/06/2026 - 08/26/2026	City of McAllen	McAllen Convention Center	South Texas State Dance Competition Folklorico & Contemporary Dance Competition	\$20,553.00
07/06/2026 - 07/08/2026	City of McAllen	McAllen Convention Center	STC Summer Dance Workshops	\$15,675.00
Total Amount:				\$48,578.00

23) Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Third Party Partnership Initiative: enter into the Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Third Party Partnership Initiative with **Lower Rio Grande Valley Workforce Development Board, dba Workforce Solutions** (McAllen, TX) for the period beginning October 1, 2025 through September 30, 2026, at no cost to the College.

Review and Recommend Action on Disposal/Recycling of Technology and Electronic Items with an Original Value of \$10,000 and Above

Purpose	Approval of disposal/recycling of technology and electronic items is being requested with an original value of \$10,000 and above. These items will be processed through the Texas Department of Criminal Justice (TDCJ), a State of Texas agency authorized to properly dispose of/recycle technology and electronic equipment.
Justification	The Fixed Assets Department is requesting approval to dispose of obsolete, damaged, and non-functioning technology and electronic items due to safety concerns and limited storage space for surplus items. As technology and electronic equipment become outdated, fall out of warranty, or cease to operate, they are disposed of in accordance with Policy CIB – Equipment and Supplies Management: Disposal of Property and established departmental procedures. To ensure compliance with Environmental Protection Agency (EPA) regulations, the Texas Department of Criminal Justice (TDCJ) has been selected as the approved disposal method. TDCJ securely wipes all data from devices, recycles usable equipment for inmate training or school donations, and properly disposes of irreparable items. These items have been inspected by Information Technology (IT) and Educational Technologies (ET), and the disposal has been reviewed by the Interim Vice President for Technology, Information and Planning Services.
Enclosed Documents	Appendix A – Technology and Electronics for Disposal/Recycle Valued at \$10,000 and Above – List No. 212
Staff Resource	Mary Del Paz, Vice President - Finance and Administrative Services Deyadria Leal, Director of Purchasing
Recommendation	The Committee recommends Board approval of the disposal/recycling of technology and electronic items with an original value of \$10,000 and above, as presented.

APPENDIX A
TECHNOLOGY AND ELECTRONICS FOR DISPOSAL/RECYCLE VALUED AT \$10,000 AND ABOVE - LIST NO. 212
SEPTEMBER 30, 2025

#	Asset ID	Description	Serial Number	Silver Tag	Acquisition Date	Acquisition Cost	Net Book Value	Condition
1	BA-10003584	Dell Force 10 S50 Network Switch - Ptag N00020824	DL262310012	21075	9/21/2012	\$ 11,783.66		Obsolete
2	BA-10003582	Dell Force 10 S4810 Network Switch - Ptag N00020822	HADL127320036	21073	9/21/2012	\$ 34,421.67		Obsolete
3	BA-10003583	Dell Force 10 S25 Network Switch - Ptag N00020823	DL2E2220033	21074	9/21/2012	\$ 13,598.67		Obsolete
4	BA-10003815	Cisco ASA 5540 Appliance with SW, HA, 4GE+1FE, 3DES/AES - Ptag N00016044	JMX1122L1HE	13625	6/20/2007	\$ 12,437.50		Obsolete
5	BA-10001260	WolfVision VZ-C11 Document Visualizer - Ptag 000012501	C111075	12120	8/5/2005	\$ 10,485.25		Incomplete
6	BA-10000333	GTW5500 McAfee Web Gateway Security Appliance - Ptag N00024400	FGBU5453025	34389	4/8/2016	\$ 20,135.57		Obsolete
7	BA-10000334	GTW5500 McAfee Web Gateway Security Appliance - Ptag N00024401	FGBU5445100	34390	4/8/2016	\$ 20,135.57		Obsolete
8	BA-10000126	Dell PE R710 with Chassis for Up to 8, 2.5-Inch - Ptag N00018906	FRX1FQ1	19473	5/4/2011	\$ 11,997.02		Incomplete
9	BA-10001639	EDUcast PSX HD System with (1) Composite - Ptag N00021602	EDUcast2196	26876	1/28/2014	\$ 15,864.56		Obsolete
10	BA-10001705	Winnov Cbox S2 HD Camera, Audio & Graphic Capture Unit - Ptag N00022763	12015005201	25695	12/15/2014	\$ 24,995.00		Obsolete
11	BA-10001788	Panasonic PT-DZ780 Data Video Projector - Ptag N00024943	SH6340061	25220	8/19/2016	\$ 12,046.86	\$ 1,204.72	Obsolete
12	BA-10001787	Panasonic PT-DZ780 Data Video Projector - Ptag N00024942	SH6340057	25114	8/19/2016	\$ 12,046.86	\$ 1,204.72	Obsolete
13	BA-10001294	Eiki LC-XT4 LCD Projector - Ptag N00015392	G72B1232	20168	5/10/2007	\$ 26,374.00		Obsolete
14	BA-10000119	PE R710 with Chassis for Up to 8, 2.5-Inch Hard - Ptag N00018238	JWXYFN1	14526	7/6/2010	\$ 10,092.01		Obsolete
15	BA-10000169	PowerEdge R720 Server - Ptag N00021128	2WPWHX1	17135	7/8/2013	\$ 10,189.94		Obsolete
16	BA-10000149	Dell EqualLogic PS6010XV, 10Gb High - Ptag N00020604	9NZTVV1	21017	8/31/2012	\$ 28,717.73		Obsolete
17	BA-10000159	Cisco Catalyst 6500 Enhanced 9 - Slot Chassis - Ptag N00020869	SMG1626N00X	16449	8/31/2012	\$ 51,630.12		Obsolete
18	BA-10000158	Cisco Catalyst 6500 Enhanced 9 - Slot Chassis - Ptag N00020868	SMG1626N01B	16448	8/31/2012	\$ 44,669.78		Obsolete
19	BA-10000133	Cisco Catalyst 4500 Slot Chassis - Ptag N00019138	FOX1519GBZJ	19663	7/14/2011	\$ 34,454.49		Obsolete
20	BA-10000103	Copy Sense Appliance CSA Model 300E-075 - Ptag N00016822	C51200738A00521	13884	7/2/2008	\$ 23,000.00		Obsolete
21	BA-10003812	Dell PowerEdge 6850 Server - Ptag N00015495	46D6VC1	15291	4/26/2007	\$ 10,094.00		Obsolete
22	BA-10000128	Dell R710 with Chassis for Up to 8, 2.5-Inch - Ptag N00019037	B0S6HQ1	19258	6/7/2011	\$ 10,077.66		Obsolete
23	BA-10000170	DR4100 Dell Hardware Storage Unit - Ptag N00021158	C0V87Y1	27339	8/2/2013	\$ 31,814.90		Obsolete
24	BA-10000168	PowerEdge R720 Server - Ptag N00021127	2WMVHX1	16991	7/11/2013	\$ 10,400.22		Obsolete
25	BA-10000118	PE R710 with Chassis for Up to 8, 2.5-Inch Hard - Ptag N00018237	2XXYFN1	14525	7/6/2010	\$ 10,092.01		Obsolete
26	BA-10000165	PowerVault MD 1200 for DL Appliance - Ptag N00020912	JZJXNN1	21637	4/2/2013	\$ 12,588.22		Obsolete
27	BA-10000120	PE R710 with Chassis for Up to 8, 2.5-Inch Hard - Ptag N00018239	1XXYFN1	14527	7/6/2010	\$ 10,847.93		Obsolete
28	BA-10000127	Dell R710 with Chassis for Up to 8, 2.5-Inch - Ptag N00019036	B0S5HQ1	19255	6/7/2011	\$ 10,077.66		Obsolete
29	BA-10000241	PowerEdge R720, Intel Xeon E-26XX Processor - Ptag N00022858	JL60R22	23168	2/9/2015	\$ 11,237.09		Obsolete
30	BA-10000172	Dell ML6010 LTO-5, 2-Drive Native Fiber Control Module - Ptag N00021207	2GBFMW1	17243	8/9/2013	\$ 25,369.29		Obsolete
31	BA-10000167	Dell PowerEdge M1000E Blade Server Enclosure with 2 ea. - EqualLogic PS-M4110 Blades - Ptag N00021006	8P281Y1, CP2811Y1, H6YZ842	20648	4/24/2013	\$ 71,999.80		Incomplete
32	BA-10001731	PT-DZ870UK Panasonic Data/Video Projector - Ptag N00023526	SH4416001	25384	6/23/2015	\$ 12,695.00		Obsolete
33	BA-10001405	Crestron AV2 Economical Dual Bus Control System, with 1 ea. - ClearOne PSR1212 Digital Matrix Mixer, 2 ea. - Marshal Quad Screen Monitor Banks - Ptag N00017739	3728048; 2331-0843, 223238099893, 216184099895	27376	8/31/2009	\$ 33,372.07		Incomplete
34	BA-10001398	Analog Way ORC50 Orchestra Remote Controller with 3 ea., Analog Way Opus OPS 300 Mixer / Switches - Ptag N00017714	CX108; CS111; CS113; CS120	18314	8/12/2009	\$ 67,751.30		Incomplete
35	BA-10003819	IBS-3004 Waves Integrated Base Station - Ptag N00016149	00342	16455	8/31/2007	\$ 49,992.00		Incomplete
36	BA-10001439	RGB Spectrum Quad View HDx 4 Window System w/Video Switcher, 2 ea. -RGB Spectrum 4 View, and ClearOne Converge Sound Processor - Ptag N00018552	781146, A09IYF, 911784, 911505, 9849-1020-06	18888	8/30/2010	\$ 36,504.77		Incomplete
37	BA-10001283	Hunter Engineering Computerized Wheel (Computer Only) - Ptag N00014553	HQ8122	17414	8/16/2006	\$ 11,875.00		Incomplete
38	BA-10001414	Lumens SXGA PS660 Document Camera (Component of ST-18262, MediaLink controller with integrated DVD/VCR) - Ptag N00017803	P04B03722	18262	6/12/2006	\$ 1,468.75		Incomplete
39	BA-10000552	HP Z4SimView Server PC-Digital Only-US Vers Digital Computer - Ptag N00031680	2UA83020RT	30923	8/17/2018	\$ 15,612.14		Incomplete
40	BA-10000140	Dell Compellent SAS 6Gb 3.5 6GSE35 Enclosure - Ptag N00020192	91D9SS1	19885	3/28/2012	\$ 18,016.08		Obsolete
41	BA-10000139	Dell Compellent SAS 6Gb 3.5 6GSE35 Enclosure - Ptag N00020191	44D9SS1	19884	3/28/2012	\$ 18,016.08		Obsolete
42	BA-10000166	Dell Compellent E-FC4 Disk Array Enclosure - Ptag N00021001	CQWXBX1	21630	5/15/2013	\$ 22,271.00		Obsolete
43	BA-10001343	Extron #60-600-82 MediaLink Controller - Ptag N00017084	A05HETN	14232	8/29/2008	\$ 10,430.92		Incomplete
44	BA-10001338	Extron #60-600-82 MediaLink Controller - Ptag N00017085	A05HEVN	14255	8/29/2008	\$ 10,785.05		Incomplete
45	BA-10001342	Extron #60-600-82 MediaLink Controller - Ptag N00017083	A05HEU1	14082	8/29/2008	\$ 10,949.81		Incomplete
46	BA-10001339	Extron #60-600-82 MediaLink Controller - Ptag N00017080	A05HEP1	14230	8/29/2008	\$ 10,785.05		Incomplete
47	BA-10001341	Extron #60-600-82 MediaLink Controller - Ptag N00017082	A05HEVJ	14073	8/29/2008	\$ 10,949.81		Incomplete
48	BA-10001340	Extron #60-600-82 MediaLink Controller - Ptag N00017081	A05HET8	14220	8/29/2008	\$ 10,543.31		Incomplete
49	BA-10001172	Alliance WAT270886 Hplc System W/Col/Htr/Degas Uv Separation Module with 1 ea. - Alliance Waters WAT270852 HPLC Column Heater, 1 ea. - Waters 2487 WAT081110 Dual Absorbance Detector and 1 bx - Alliance Waters Tester Parts - Ptag 000007483	MOISM7988M, A02SMH 236M, A02487 229M	18991	4/15/2002	\$ 38,558.43		Incomplete
50	BA-10001337	Maquet 6449701 Servo I Base Unit with Maquet 6487800 Servo I Ventilator - Ptag N00017074	129964; 33913	11965	8/27/2008	\$ 32,644.40		Incomplete
51	BA-10000335	Stratasys uPrint SE Plus 3D Printer - Bundle - Ptag N00024402	P58331	23867	4/26/2016	\$ 21,000.00		Damaged
52	BA-10001001	Empower 3 Per Single System - Software - N00023606		24569	7/7/2015	\$ 12,984.13		Obsolete

**Review and Recommend Action on Disposal of Surplus Property Valued at
\$10,000 and Above**

Purpose	Approval on the disposal of surplus property valued at \$10,000 and above through a live auction. These assets will be removed, as applicable, from the College's inventory system and general ledger.
Justification	The Fixed Assets Department is requesting approval to dispose of obsolete, damaged, and non-functioning property due to safety concerns and limited storage capacity for surplus items. Surplus property undergoes an evaluation process by the respective departments to determine whether the items are beyond repair and no longer usable within the College district. they are disposed of in accordance with Policy CIB – Equipment and Supplies Management: Disposal of Property and established departmental procedures. Once evaluated, departments submit a formal request to have the items removed and relocated to the Central Receiving Warehouse surplus area. The items designated for auction are currently stored at South Texas College's Central Receiving Warehouse, located at the Technology Campus. Due to space limitations at the warehouse, the auction is scheduled to take place in Fall 2025 at the auctioneer's designated site.
Enclosed Documents	Appendix A – Surplus Property Valued at \$10,000 and Above – List No. 213
Staff Resource	Mary Del Paz, Vice President - Finance and Administrative Services Deyadria Leal, Director of Purchasing
Recommendation	The Committee recommends Board approval on the disposal of surplus property valued at \$10,000 and above through a live auction and for these assets to be removed, as applicable, from the College's inventory system and general ledger.

APPENDIX A
SURPLUS PROPERTY VALUED AT \$10,000 AND ABOVE - LIST NO. 213
SEPTEMBER 30, 2025

#	Asset ID	Description	Serial Number	Silver Tag	Acquisition Date	Acquisition Cost	Adjustment	Net Book Value	Condition
1	BA-10002941	Portable Building Trailer Hitch Tongue (Component of Mid Valley Campus PBL2 Previously PB4) - Ptag 000008209		21228	4/30/2012	\$ 291.00	Decrease		Incomplete
2	BA-10002942	Portable Building Trailer Hitch Tongue (Component of Mid Valley Campus PB5) - Ptag 000008210		21229	5/28/2002	\$ 291.00	Decrease		Incomplete
3	BA-10002941	Portable Building Axles, Wheels not present (Component of Mid Valley Campus PBL2 Previously PB4) - Ptag 000008209		21228	4/30/2012	\$ 3,589.98	Decrease		Incomplete
4	BA-10002942	Portable Building Axles, Wheels not present (Component of MVC PB5) - Ptag 000008210		21229	5/28/2002	\$ 3,589.98	Decrease		Incomplete
5	N00014956	4 Outdoor Basketball Rims with Acrylic Backboards No Frame (Component of Ptag N00014956)			8/17/2006	\$ 6,148.00			Incomplete
6	BA-10001324	Puritan Bennett 840 Ventilator with Puritan -Bennett 806 Compressor - Ptag N00016785	3510010736, 3511010316	13786	7/22/2008	\$ 25,000.00			Obsolete
7	BA-10003323	2006 Ford E250 Cargo Van - Unit #8 - Ptag N00012869	1FTNS24L46DA24061	11777	3/24/2006	\$ 16,682.50			Damaged
8	BA-10001198	Polarimeter 13-792 Polyscience - Ptag 000008414	8487	0000007288	8/12/2002	\$ 19,278.15			Incomplete
9	BA-10003318	2003 Chevy HD Cargo Van - Unit #3 - Ptag 000009164	1GCGG25V131184454	0000008330	5/8/2003	\$ 15,586.00			Obsolete
10	BA-10001268	Formax FD200030 Document Folder Sealer - Ptag 000012523	1902	0000010379	7/11/2005	\$ 10,695.00			Obsolete
11	BA-10003322	2006 Ford E250 Cargo Van - Unit #7 - Ptag N00012868	1FTNE24L56DA24058	17481	3/24/2006	\$ 21,053.20			Obsolete
12	BA-10003338	2013 Chevrolet Tahoe PPV CC10706 - Unit #55 (Unit 5) - Ptag N00021413	1GNLC2E06DR364182	27105	10/30/2013	\$ 70,309.72			Obsolete
13	BA-10003343	2014 Chevrolet Tahoe PPV CC10706 - Unit #58 (Unit 7) - Ptag N00021671	1GNLC2E0XER203951	22993	3/18/2014	\$ 62,892.73			Obsolete
14	BA-10001656	Bruker Tracer III SD Unit w/Tracer-Vacuum Pump - Ptag N00021877	T352686 / V1461	26588	6/30/2014	\$ 40,103.66			Incomplete
15	BA-10003408	Lift Ramp for Vehicle Unit #135 (Component of ST-43630) - Ptag N00030850		43630	5/22/2018	\$ 5,652.00	Decrease		Damaged
16	BA-10003386	Lift Ramp for Vehicle Unit #109 (Component of ST- 33052) - Ptag N00025640		33052	5/16/2017	\$ 5,110.17	Decrease		Damaged
17	BA-10003442	Lift Ramp for Vehicle Unit #169 (Component of ST-37677) - Ptag N00033497		37677	4/8/2019	\$ 6,812.44	Decrease		Damaged
18	BA-10000033	2007 Generac 7830580200 200KW 3 Phase Generator with Minimum 352.3 Hours (Component of Pecan Campus Bldg M, ST 21505) - Ptag N00016178	2092448	21505	7/31/2007	\$ 28,200.00	Decrease		Obsolete
19	BA-10000011	2004 Generac 454980200 150KW 3 Phase Generator with Minimum 328 Hours (Component of NAH Campus Bldg A East Side of Building, ST 21199) - Ptag 000006983	2080117	21199	8/31/2001	\$ 15,000.00	Decrease		Obsolete
20	BA-10000011	2000 Generac 20A01768S 35KW 3 Phase Generator with Minimum 6.2 Hours (Component of NAH Campus Bldg A West Side of Building, ST 21199)	2056631	21199	8/31/2001	\$ 10,000.00	Decrease		Obsolete
21	BA-10000021	2004 Caterpillar 3306 250KW 3 Phase Generator Engine Set (Component of Pecan Campus Bldg J, ST 21202) - Ptag 000012743	8DR01440	21202	8/31/2005	\$ 29,000.00	Decrease		Obsolete
22	BA-10000016	Poweramp Dock Ramp for Technology Campus Building D (Component of ST-21300) - Ptag 000010635		21300	8/31/2005	\$ 11,200.00	Decrease		Damaged
23	BA-10000016	Poweramp YCN5652-3E Dock Ramp for Tech Campus Building D (Component of ST-21300) - Ptag 000010635		21300	8/31/2005	\$ 11,517.00	Decrease		Damaged
24	BA-10002974	Bard W48A1-A Exterior Wall Unit AC (Component of Mid Valley Campus PB L ST-21227) - Ptag N00018481	321H102711255-02	21227	8/31/2010	\$ 1,250.00	Decrease		Incomplete
25	BA-10002974	Bard W48A1-A Exterior Wall Unit AC (Component of Mid Valley Campus PB L ST-21227) - Ptag N00018481	321F102704045-02	21227	8/31/2010	\$ 1,250.00	Decrease		Incomplete

Review and Recommend Action on Resolution #2026-003 Authorizing Investment Brokers/Dealers

Purpose	To approve Resolution #2026-003 to update the Investment Brokers/Dealers list.
Justification	The Texas Public Funds Investment Act (PFIA) requires that the Board of Trustees approve any broker and dealer firms that will be used to transact investment business with the College. As per Policy CAK: Appropriations and Revenue Sources: Investments and in accordance with the PFIA, the Board of Trustees shall, at least annually, review, revise, and adopt a list of qualified Investment Brokers/Dealers. The Resolution Authorizing Investment Brokers/Dealers was approved and authorized on October 29, 2024, as amended. The list of brokers/dealers did not change and is included in Appendix “A.”
Enclosed Documents	Appendix A – Resolution #2026-003
Funding	No funds are required.
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 Resolution #2026-003 to update the Investment Brokers/Dealers list.

Resolution No. 2026-003

A RESOLUTION BY THE SOUTH TEXAS COLLEGE RELATING TO THE COLLEGE'S ADOPTION AND ANNUAL REVIEW OF ITS LIST OF AUTHORIZED BROKERS/DEALERS AND AMENDING SUCH BROKERS/DEALER LIST AS REQUIRED BY BOARD POLICY AND STATE LAW; AND AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Board of Trustees (the "Board") of the South Texas College (the "College") has adopted a written Investment Policy which primarily emphasizes safety of principal and liquidity and addresses investment diversification, yield, and maturity and the quality and capability of investment management provisions in accordance with the Public Funds Investment Act, Texas Government Code Chapter 2256, Subchapter A, as amended, (the *Act*); and

WHEREAS, the Board must annually review the list of authorized brokers/dealers that are authorized to engage in investment transactions with the College and adopt a written instrument stating that it has reviewed such list of authorized brokers/dealers; and

WHEREAS, a written copy of the College's Investment Policy must be presented to any person offering to engage in an investment transaction with an investment entity or to an investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio; and

WHEREAS, the authorized representatives of a business organization offering to engage in an investment transaction with the College must provide a written acknowledgement that the business organization has received the College's Investment Policy; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SOUTH TEXAS COLLEGE THAT:

SECTION 1: The Board has reviewed list of authorized brokers/dealers authorized to engage in investment transactions with the College (Exhibit "A" attached hereto), and the Board further wishes to memorialize this review by the adoption of this Resolution.

SECTION 2: Prospective authorized brokers/dealers will be provided with written copies of the College's Investment Policy and such authorized representatives will provide written acknowledgments of receipt of the College's Investment Policy.

SECTION 3: This Resolution may be relied upon by all appropriate government officials and others interested in this Resolution and establishes the College's compliance with the requirements of the Act and the College's Investment Policy.

SECTION 4: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 5: All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

PASSED AND APPROVED this the ____ day of _____, 2025.

SOUTH TEXAS COLLEGE

Dr. Alejo Salinas, Jr., Chair
Board of Trustees

ATTEST:

Paul R. Rodriguez, Vice Chair
Board of Trustees

(COLLEGE SEAL)

Exhibit “A”

List of Authorized Brokers/Dealers:

FHN Securities
SouthState/DuncanWilliams
Multi-Bank Securities
PNC Financial Services Group
Rice Financial
SAMCO
Wells Fargo Securities

Review and Discussion of the Auxiliary Fund for Fiscal Year 2025 - 2026

Purpose	Mary Del Paz, Vice President for Finance and Administrative Services, will discuss the College's Auxiliary Fund for FY 2025 – 2026.
Justification	To provide an overview of the College's Auxiliary Fund. The Auxiliary Fund Budget was approved by the Board during the Public Hearing and Special Board Meeting on August 26, 2025. A presentation of the Auxiliary Fund was requested at the September 9, 2025 Finance, Audit, and Human Resources Committee meeting.
Enclosed Documents	Appendix A – PowerPoint
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services
Recommendation	No action is required from the Committee.



Auxiliary Fund

OCTOBER 14, 2025

MARIA G. DEL PAZ, MBA, CPA, CFE, CGMA
VICE PRESIDENT FOR FINANCE AND ADMINISTRATIVE SERVICES



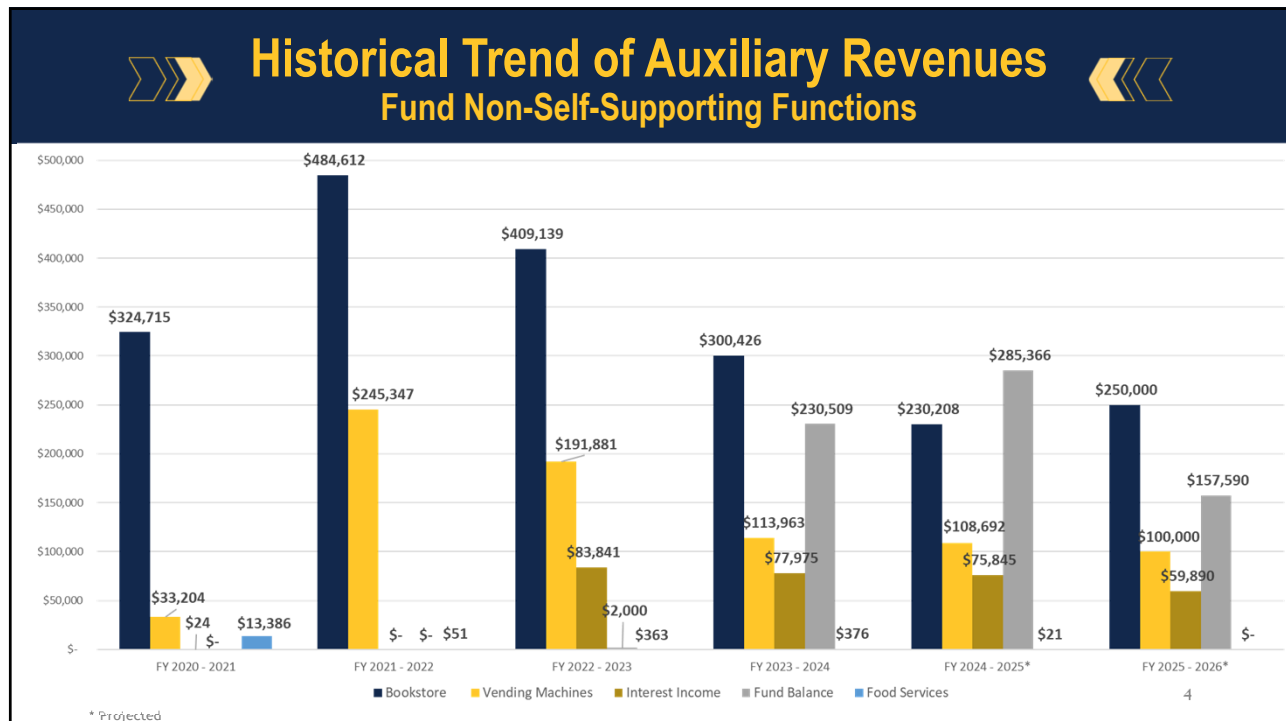
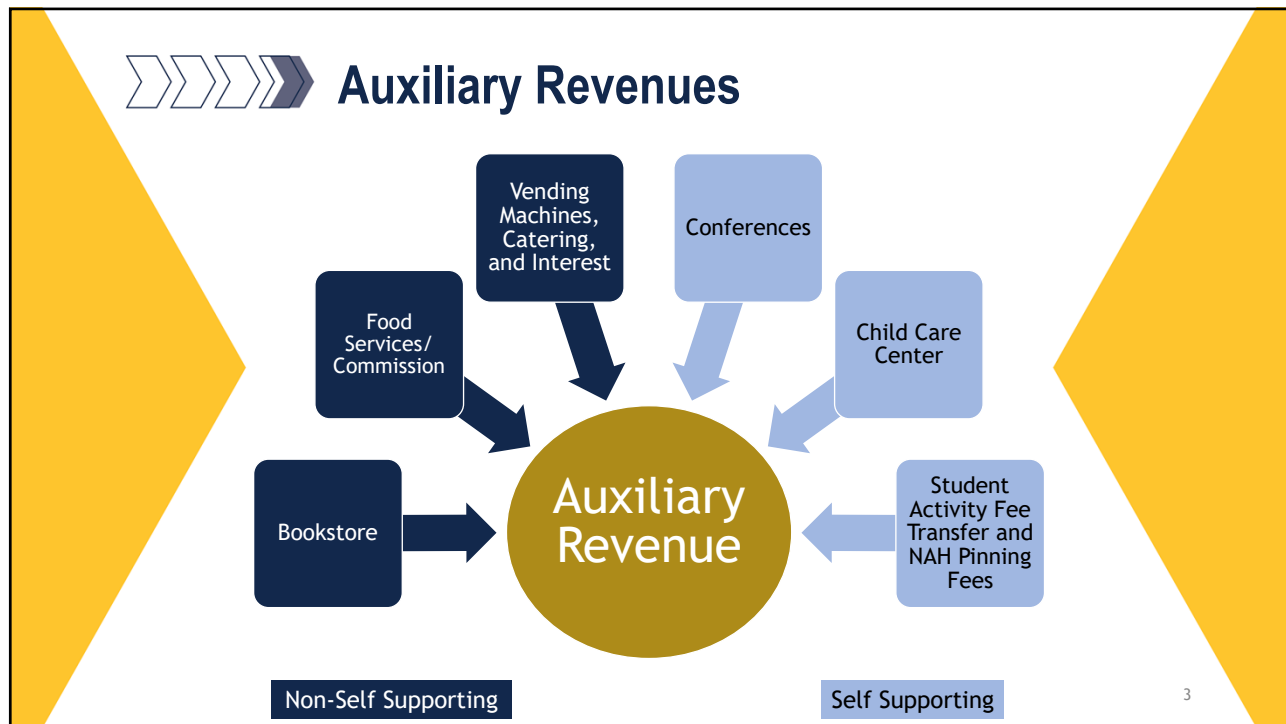
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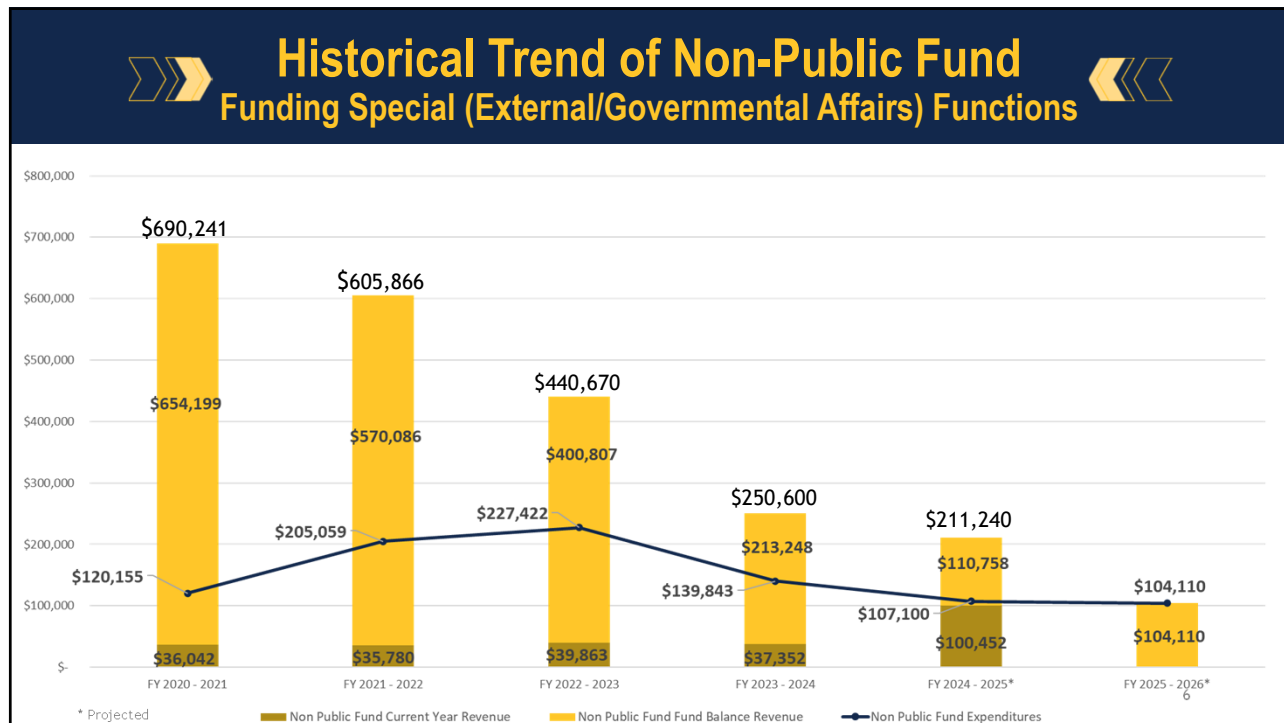
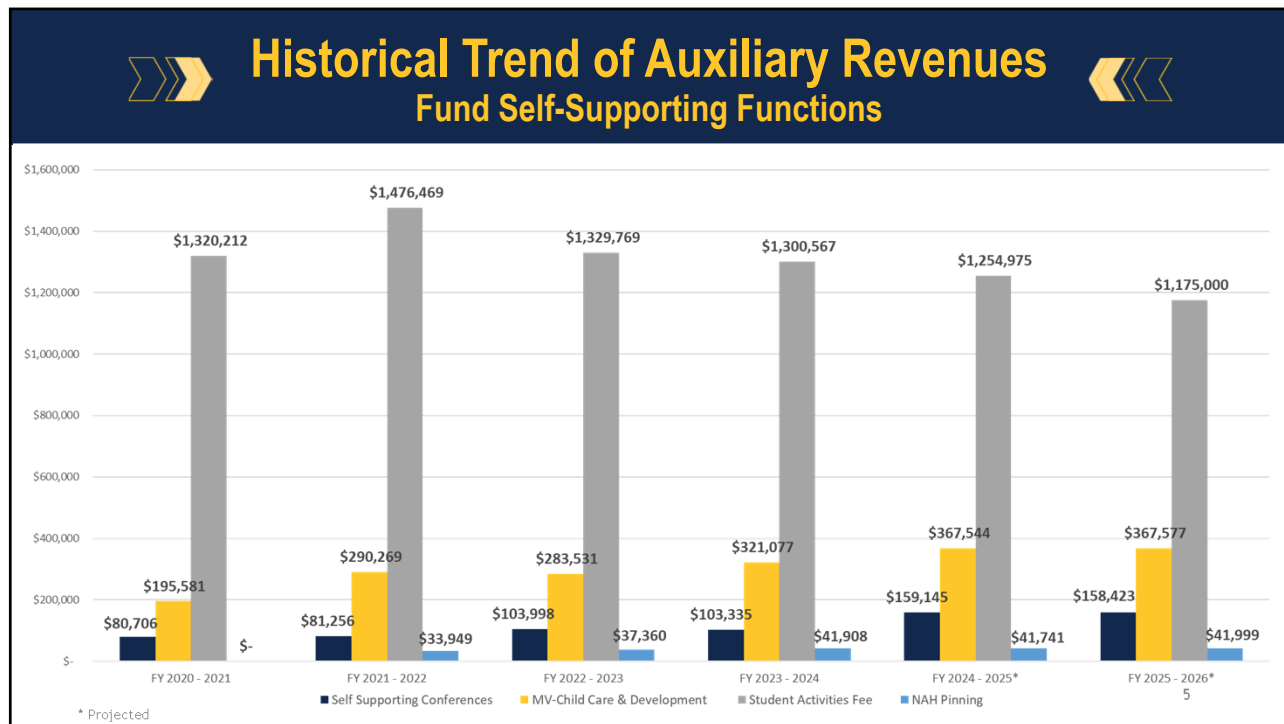


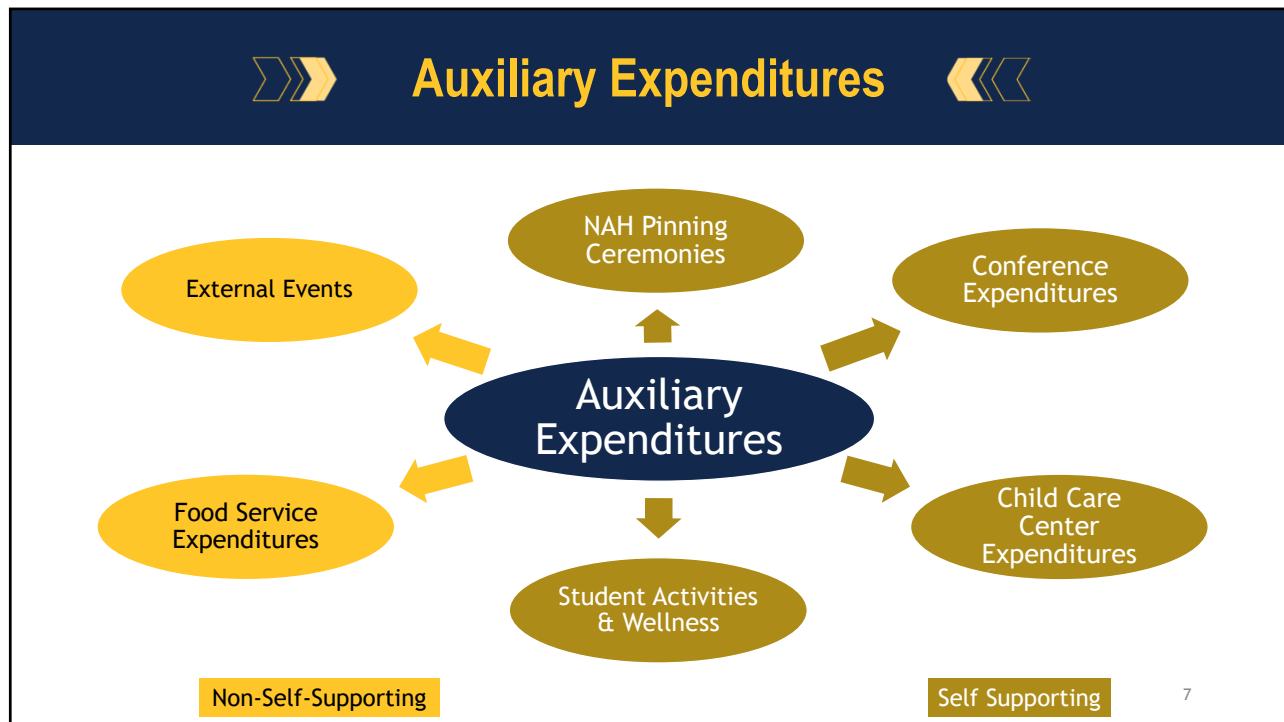
Auxiliary Fund

- ▶ Accounts for self-supporting operations that provide goods or services primarily to students, faculty, staff, and other institutional departments.
- ▶ Includes food services and the bookstore functions and are financed through their own revenue, which is assessed by fees or commissions rather than tuition or state appropriations, to offset the cost of goods or services.
- ▶ These activities are managed as independent businesses, generating their own revenue to cover costs, including personnel, supplies, and capital expenditures.

2





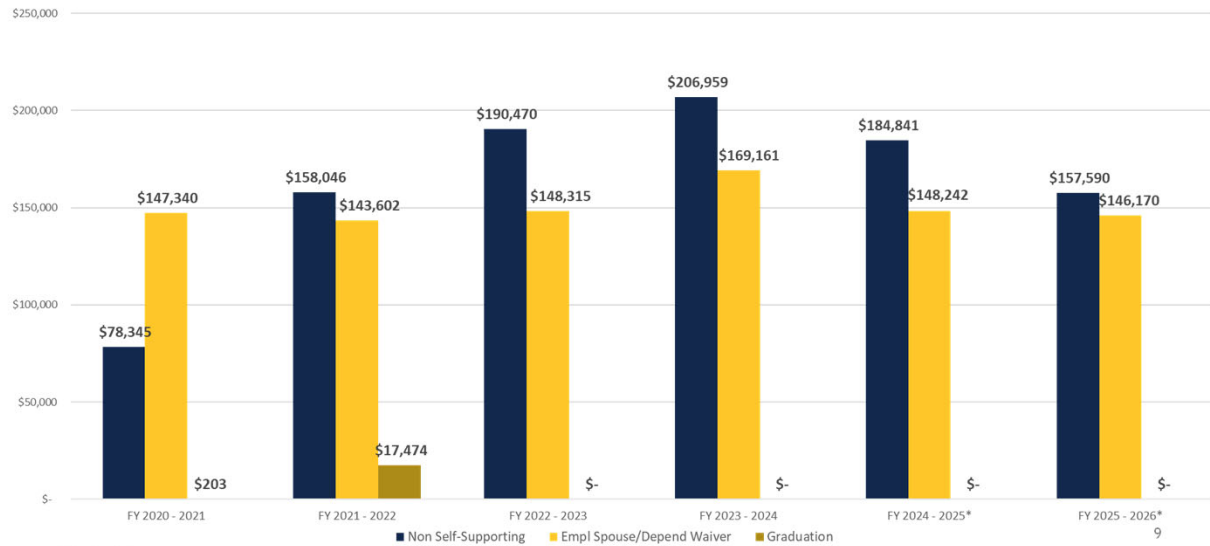


Non-Self-Supporting Revenue

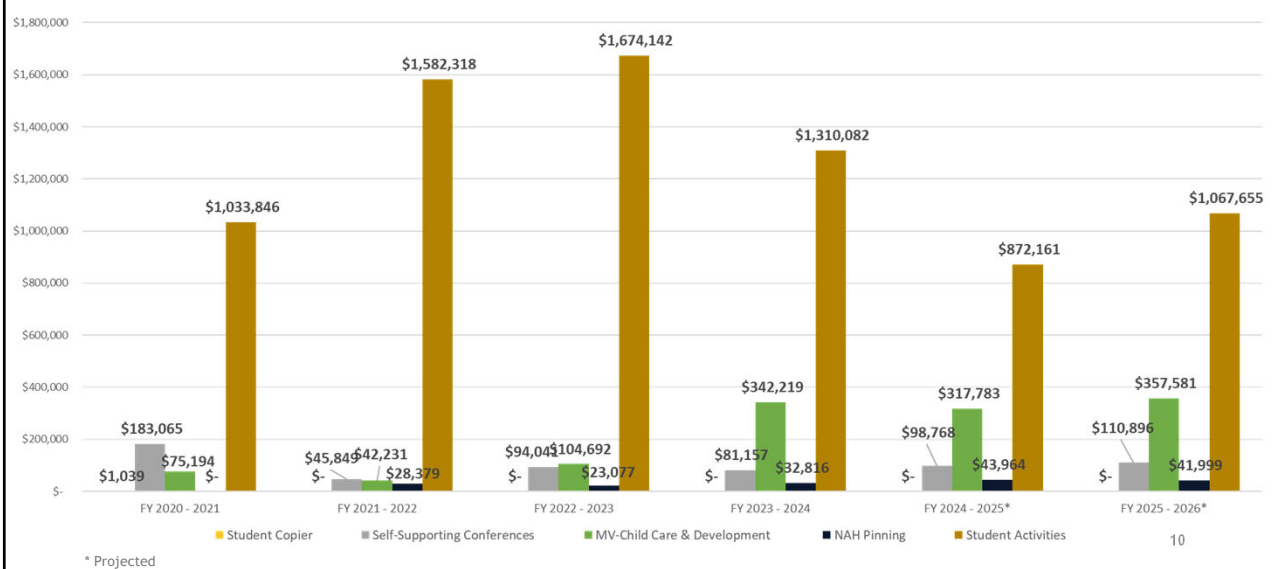
- ▶ Auxiliary Revenues with no associated expenditures, such as food services, bookstore, and vending, fund external/governmental affairs expenditures in the Unrestricted Fund.
- ▶ The expenditures are limited in total to the amount of revenue transferred from the Auxiliary Fund Balance (\$157,590)

8

Historical Trend of Auxiliary Expenditures Non-Self-Supporting



Historical Trend of Auxiliary Expenditures Self-Supporting





Thank You

QUESTIONS?



11

Review and Recommend Approval for Reaffirming Academic Freedom at South Texas College

Purpose Administration requests a reaffirmed commitment to the College's support of academic freedom at South Texas College.

Justification South Texas College has a longstanding commitment to academic freedom, supporting faculty as they teach, mentor, and challenge students in alignment with both the professional standards of their disciplines and the state and locally approved curriculum. This commitment is formally recognized in Policy DGC (Local) – *Employee Rights and Privileges: Employee Expression and Use of College Facilities*.

Academic freedom is essential to higher education. It enables faculty and students to engage in open inquiry, examine complex issues, and explore the most current knowledge and practices within their fields. At times, this process may raise questions that challenge deeply held beliefs. While the role of faculty is not to change student beliefs, they must retain the freedom to present and aid students to critically evaluate ideas in ways that foster intellectual growth and deeper understanding.

In light of recent concerns at other Texas institutions, administration has reviewed its course offerings. With over four-thousand course sections offered each semester, a quick review has indicated that a majority of courses include some content that could be deemed objectionable by a student or parent based on personally held beliefs and/or opinions.

In 2023, the 88th Texas Legislature enacted Senate Bill 17 (SB 17), which established new restrictions for public institutions of higher education. These restrictions primarily affect diversity, equity, and inclusion (DEI) offices and related functions, including preferential treatment in hiring or services and college-sponsored training activities.

SB 17 legislation also recognizes the importance of academic inquiry and comprehensive curriculum by including explicit exemptions. The law does not apply to academic course instruction (curriculum), scholarly research or creative work, or the dissemination of such research and work. These exceptions reaffirm the importance of academic freedom in preserving the integrity of teaching and scholarship, even in a shifting political and legal landscape.

While STC is working to ensure faculty and staff are well-informed and accountable in their professional and legal responsibilities, we are also creating a disclaimer to clarify and inform students that higher education courses may provoke conversations and challenge ideas when relevant to the subject matter. This recommended syllabus disclaimer statement is listed below:

“This is a college-level course offered through South Texas College and aligns with the Texas Higher Education Coordinating Board’s established learning outcomes. As part of fostering critical thinking and engaging in academic inquiry, the course may address current or complex topics that some people may find controversial. Such discussions are intended to support student learning, encourage open dialogue across a broad range of viewpoints, and promote the development of analytical and evaluative skills expected at the college level.”

- Staff Resource** Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development
Dr. Christopher Nelson, Dean for Liberal Arts
Mr. Nicholas Hinojosa, Faculty Senate President
- Recommendation** The Committee recommends Board reaffirmation of the institution’s commitment to academic freedom and critical scholastic inquiry through the following statement: “South Texas College reaffirms its commitment to academic freedom as a cornerstone of teaching, scholarship, and student learning. In alignment with Board Policy DGC (Local) – Employee Rights and Privileges: Employee Expression and Use of College Facilities – the College empowers faculty to pursue open inquiry, rigorous instruction, and the exchange of ideas that reflect the highest standards and best practices of higher education”, as presented.

Review and Recommend Action as Necessary on Proposed Interlocal Agreement Supporting Educational Programming with Edcouch-Elsa ISD

Purpose Administration requests action as necessary on the proposed interlocal agreement supporting education programming with Edcouch-Elsa ISD.

Justification Committee Chair Gonzalez-Alcantar has requested an agenda item allowing the Finance, Audit, and Human Resources Committee an opportunity to discuss proposed educational programming with Edcouch-Elsa ISD, and to make a recommendation as necessary for Board action on this proposal.

In August 2025, STC administration from the Continuing Education and Workforce Development (CEWD) office and the Center for Advanced Training and Apprenticeships (CATA) met with County Commissioner David Fuentes, Precinct 1, to discuss programming that could be supported in a new community resource and wellness center being constructed to serve the Delta area starting in Spring 2026.

Based on the preliminary discussion, South Texas College will be able to offer non-credit programs at the new Hidalgo County Precinct 1 Community Resource /Wellness Center, provided that the facility will include instructional spaces and equipment required to accommodate the following programs listed below:

Dr. Margo identified the following programs that CATA could offer in the facility:

- Welding (in partnership with Region One and Edcouch Elsa ISD)
- Introduction to Robotics and Automation in Advanced Manufacturing
- Construction Technician
- Customs Broker
- Certified Production Technician
- OSHA 10 and 30
- AI Overview

Dean De La Rosa identified the following programs that CEWD could offer in the facility:

- Community/Personal Enrichment:
 - ⇒ ESL, GED, Employability Skills, Cake Decorating, Floral Design

- Health Care:
 - ⇒ Phlebotomy, EKG, CPR, Community Healthcare Worker, Medication Aide
- Business:
 - ⇒ Real Estate, soft skills
- Technology: Microsoft Office, QuickBooks

The trustees will be asked to provide feedback on this proposal so that administration can determine any details that should be incorporated into a formal Interlocal Agreement with Hidalgo County, Edcouch-Elsa ISD, Region One ESC, and any other stakeholders as appropriate.

Staff Resource

Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development
Ms. Olivia De La Rosa, Dean for Continuing Education and Workforce Development
Dr. Carlos Margo, Dean for the Center for Advanced Training and Apprenticeships

Recommendation

The Committee is asked to provide guidance to administration and make a recommendation for any Board action as necessary regarding the proposed project and any necessary Interlocal Agreement.

Review and Recommend Action on Internal Audit Charter

Purpose To approve the Internal Audit Charter for the period of September 1, 2025 through August 31, 2026.

Justification A change to the language the audit charter is included. The change to the document is highlighted with strikethrough under the 'Organization' section. The change is necessary to reflect that the Internal Auditor will report functionally to the Board of Trustees only. This reporting structure will more accurately reflect our existing practices and more closely align with the College's 'Admin Organizational Chart.'

An Internal Audit Charter is required by the Institute of Internal Auditors (IIA) Standards. Specifically, IIA Attribute Standard 1000 states that "The purpose, authority, and responsibility of the internal audit activity must be formally defined in an Internal Audit Charter, consistent with the Definition of Internal Auditing, the Code of Ethics, and the Standards. The chief audit executive must periodically review the Internal Audit Charter and present it to senior management and the board for approval."

The Internal Audit Charter is a formal document that defines the internal audit activity's purpose, authority, and responsibility. The charter establishes the internal audit activity's position within the organization, including the nature of the internal auditor's functional reporting relationship with the board; authorizes access to records, personnel, and physical properties relevant to the performance of engagements; and defines the scope of internal audit activities. Final approval of the Internal Audit Charter resides with the board.

This item was presented at the August 12, 2025, Committee Meeting and was deferred by the Committee Chair to the August 26, 2025 Regular Board Meeting so that all Board members would be available to review and vote. At the August 26, 2025, Regular Board Meeting, the item was not considered, and no action was taken.

This item was presented at the September 9, 2025, Committee Meeting and was deferred until protocols can be reviewed by the entire Board of Trustees. At the September 23, 2025 Board Meeting, the item was deferred, and no action was taken.

Enclosed Documents

Appendix A – Internal Audit Charter
Appendix B – Organizational Chart

Staff Resource Mr. Khalil Abdullah, Chief Internal Auditor

Recommendation The Committee recommends Board approval of the Internal Audit Charter for the period of September 1, 2025 through August 31, 2026, as presented.

**SOUTH TEXAS COLLEGE
INTERNAL AUDIT CHARTER
EFFECTIVE SEPTEMBER 1, 2025**

INTRODUCTION

Internal Auditing is an independent and objective assurance and consulting activity that is guided by a philosophy of adding value to improve the operations of the College. It assists the College in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's risk management, governance, and internal controls.

ROLE

The internal audit function is established by the College Board of Trustees, Finance, Audit, and Human Resources Committee (hereafter referred to as the Board). The internal audit function's responsibilities are defined by the Board as part of their oversight role.

AUTHORITY

The internal audit function, with strict accountability for confidentiality and safeguarding records and information, is authorized full, free, and unrestricted access to any and all of the College's property, records (manual or electronic), and personnel pertinent to carrying out authorized engagements. All employees are requested to assist the internal audit function in fulfilling its roles and responsibilities. The internal audit function will also have free and unrestricted access to executive management and the Board.

INDEPENDENCE & OBJECTIVITY

The internal audit function will remain free from interference by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content to permit maintenance of a necessary independent and objective mental attitude. Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair the internal auditor's independence or objectivity. Internal auditors are not authorized to perform any operational duties, initiate or approve accounting transactions external to the internal audit function, or direct the activities of any employee not employed by the internal audit function, except to the extent such employees have been appropriately assigned to auditing teams or otherwise assist the internal audit function. Internal auditors must exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors must make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

The Internal Auditor will confirm to the Board, at least annually, the organizational independence of the internal audit activity.

INTERNAL AUDIT PLAN

At least annually, the Internal Auditor will submit to senior management and the Board an internal audit plan for review and approval. The internal audit plan will consist of a work schedule as well as budget and resource requirements for the next fiscal year. The Internal Auditor will communicate the impact of resource limitations and significant interim changes to senior management and the Board. The internal audit plan will be developed based on a prioritization of the audit universe using a risk-based methodology, including input of senior management and the Board. The Internal Auditor will review and adjust the plan, as necessary, in response to changes in the College's risks, operations, programs, systems, and internal controls. Significant deviations from the approved internal audit plan will be communicated to the Board.

ORGANIZATION

The Internal Auditor will report functionally to **the President and** the Board and administratively (i.e., day to day operations) to the Vice President of Finance and Administrative Services.

The Board will

- Approve the internal audit charter;
- Approve the risk-based annual audit plan;
- Approve decisions regarding the appointment and removal of the Internal Auditor;
- Approve the remuneration of the Internal Auditor;
- Complete an annual performance appraisal of the Internal Auditor;
- Approve the internal audit budget and resource plan;
- Receive communications from the Internal Auditor on the internal audit activity's performance relative to its plan and other matters; and
- Make appropriate inquiries of management and the Internal Auditor to determine whether there are inappropriate scope or resource limitations.

The Internal Auditor will communicate and interact directly with the Board, including in executive sessions and between Board meetings as appropriate.

SCOPE OF ACTIVITIES

Assurance Services are objective examinations of evidence for the purpose of providing an independent assessment. The scope of work for assurance services is to determine whether the College's risk management, governance, and control processes as designed and represented by management, is adequate and functioning in a manner to help ensure:

- Risks are appropriately identified and managed;
- Significant financial, managerial, and operating information is accurate, reliable, and timely;
- Employees' actions are in compliance with policies, standard, procedures, and applicable laws and regulations;
- Resources are acquired economically, used efficiently, and adequately protected;

- Established objectives and goals are met and whether operations or activities are being conducted as planned;
- Quality and continuous improvement are fostered in the institution's control process.

Consulting Services are advisory and include other service activities such as counsel, advice, facilitation, training, and participation on standing or temporary management committees or project teams. The objective of consulting services is to add value in the development or modification of organization processes, procedures, and controls to minimize risk and achieve department objectives. Accepted consulting engagements will be included in the audit plan.

STANDARDS OF AUDIT PRACTICE

The internal audit function will govern itself by adherence to The Institute of Internal Auditors' mandatory guidance including the Definition of Internal Auditing, the Code of Ethics, and the International Standards for the Professional Practice of Internal Auditing (Standards). This mandatory guidance constitutes principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of the internal audit activity's performance. The Institute of Internal Auditors' Practice Advisories, Practice Guides, and Position Papers will also be adhered to as applicable to guide operations. In addition, the internal audit activity will adhere to the College's relevant policies and procedures and the internal audit activity's audit manual.

RESPONSIBILITIES

The Internal Auditor has a responsibility to:

- Develop a flexible, audit plan using an appropriate risk-based methodology, including any risks or control concerns identified by management, and submit that plan to the President, and the Board of Trustees' Finance, Audit, and Human Resources Committee for review and approval as well as periodic updates;
- Implement the annual audit plan, as approved by the Finance, Audit, and Human Resources Committee;
- Issue periodic reports to the President and the Finance, Audit, and Human Resources Committee summarizing results of audit activities, annual audit plans, sufficiency of office resources, and emerging trends and successful practices in internal auditing;
- Review systems to verify compliance with established policy, procedures, and applicable regulations;
- Review compliance with guidelines for ethical professional conduct.
- Maintain a follow-up process to monitor management actions on reported engagement observations and whether recommendations have been effectively implemented;
- Identify indicators of fraud and facilitate the investigation of suspected fraudulent activities within the organization;
- Act as liaison between the College and external auditors, including the review of their findings and the follow-up on necessary corrective action;

RESPONSIBILITIES (Cont.)

- Identify necessary training to improve the knowledge, skills, and competencies necessary for the internal auditors to have sufficient proficiency for auditing with the organization and maintaining professional certifications;
- Obtain competent advice and assistance necessary for the engagement when needed or decline the engagement;
- Ensure that an external review of the internal audit function in accordance with the Standards is conducted at least once every five years.
- Evaluate specific operations at the request of the Finance, Audit, and Human Resources Committee or the President, as appropriate.

QUALITY ASSURANCE AND IMPROVEMENT PROGRAM

The internal audit function will maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include an evaluation of the internal audit function's conformance with the Definition of Internal Auditing and the IIA Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the internal audit function and identifies opportunities for improvement. The Internal Auditor will communicate to senior management and the Board on the internal audit activity's quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five (5) years.

The results of internal audit reviews as well as a report on Internal Audit's activities shall be presented to the President, and the Board of Trustees. The report shall include:

- 1) Internal audit finding(s);
- 2) Internal audit recommendation(s);
- 3) Management response(s);
- 4) Date of implementation of audit recommendation(s).

The Internal Auditor verifies corrective action has been taken by management and reports on the corrective action to the Board of Trustees' Finance, Audit, and Human Resources Committee.

Khalil M. Abdullah
Chief Internal Auditor

Date

Maria G. Del Paz
Vice President for Finance and Administrative Services

Date

Dr. Ricardo J. Solis
President

Date

Dalinda Gonzalez-Alcantar
Chair, Finance, Audit, and Human Resources Committee

Date

Dr. Alejo Salinas Jr.
Chair, Board of Trustees

Date

Review and Recommend Action on Proposed Projects for Internal Auditor for FY 2025 – 2026

Purpose	To approve the proposed projects for the Internal Auditor for FY 2025 – 2026.
Justification	The Audit Charter requires that an annual work plan using an appropriate risk-based methodology be submitted to the Board of Trustees for review and approval. Staff is recommending projects for the Board’s consideration for the Internal Auditor’s review for Fiscal Year 2025 - 2026. The projects listed below are proposed as the assignments for the Internal Auditor. • FY 2025 - 2026 (Scheduled) 1. Fraud Survey 2. Effort Reporting 3. Scholarships 4. Administrative Vehicles 5. Advisory / Consulting Engagements 6. HR Processes – Hiring & Staffing 7. Environmental Health & Safety 8. Account Reconciliations 9. Fixed Assets This item was presented at the August 12, 2025, Committee Meeting and was deferred by the Committee Chair to the August 26, 2025 Regular Board Meeting so that all Board members would be available to review and vote. At the August 26, 2025, Regular Board Meeting, the item was not considered, and no action was taken. This item was presented at the September 9, 2025, Committee Meeting and was deferred until the September 23, 2025 Board Meeting. At the September 23, 2025 Board Meeting, the item was deferred, and no action was taken.
Enclosed Documents	Appendix A – List of Internal Audits conducted for FY 2015 through FY 2025
Staff Resource	Mr. Khalil Abdullah, Chief Internal Auditor Dr. Ricardo J. Solis, President Mary Del Paz, Vice President for Finance and Administrative Services
Recommendation	The Committee recommends Board approval of proposed projects for the Internal Auditor for FY 2025 – 2026 as presented.



South Texas College
Internal Auditing Services for the Period of FY 2015 through FY 2025

	Audit Area	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
1	Fraud Survey	Complete	Complete	12/07/16	10/18/17	10/22/18	10/08/19	10/12/20	10/06/21	10/04/22	10/03/23	10/07/24
2	Fraud Hotline Calls/Investigations											
3	Cash -Controls and safeguards -Bank Reconciliation -Check and deposit preparation											
4	Cash -Bank Reconciliation											
5	Surprise Cash Counts and Cash Handling Controls over Student Tuition and Fees Collection	Requested- Not Performed	Requested- Not Performed	11/04/16						07/11/23		
6	Department Cash Handling Procedures	Requested - Not Performed	Requested - Not Performed	11/04/16							07/03/24	
7	Student Receivables/ Third Party -Billing -Collections -Reconciliation											
8	Scholarship Funds -Valley Scholars -Pledges -Awards -Other Scholarships											
9	Grants- Title V											
10	Grants- Wired											
11	Grants - Federal Work-study, Federal Pell Grant, Carl Perkins, and Workforce Investment Act											
12	Property Taxes -Rec. & Rollback Taxes	Requested- Not Performed										
13	Property Taxes - Internal Controls of Hidalgo and Starr County Tax Assessor-Collector's Offices		Requested - Not Performed	06/20/17								
14	AP - Operations / Prompt Pmt. Act											
15	AP - Commercial Card Use				Requested - In Progress	01/29/19						
16	Fuel Card Use				Requested - In Progress	10/23/18						
17	Travel					Requested - Not Performed	Requested - Not Performed	Requested - Not Performed	Requested - Not Performed			
18	Mileage Reimbursement Procedures	Requested - Not Performed	Requested - Not Performed	02/17/17								
19	Purchasing							Requested - Not Performed	07/12/22			
20	Contracts -Solicitation/Renewal Process -Record keeping											
21	Financial Aid - State Awards				Requested - Not Performed	In Process	01/07/20					
22	Financial Aid - Federal Awards							Requested - Not Performed	Requested - Not Performed	08/08/23	11/14/23	
23	Investments -Compliance -Collateral Documentation -Transfers for Debt Service -System for Monitoring Maturities											



South Texas College
Internal Auditing Services for the Period of FY 2015 through FY 2025

	Audit Area	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
24	Debt Service -Bond Payments -Continuing Disclosure Requirements -Arbitrage -Bond Restrictions											
25	Human Resources and Payroll -Compliance & Controls											
26	HR - Human Resources- Employment Eligibility Verification Form I-9 (U.S. Citizenship and Immigration Services)	Requested - Not Performed	Requested - Not Performed	02/17/17								
27	HR Processes - Faculty Credentials					Requested - Not Performed	In Process	In Process	06/10/22			
28	HR Processes - Employee Hiring & Staffing									Requested - Not Performed	Requested - Not Performed	Requested - Not Performed
29	TimeClock Plus [Time Keeping System Compliance] -Departmental Timeforce Procedures	Requested - Not Performed	Requested - Not Performed	Requested - Not Performed	Requested - In Progress	10/04/18						
30	TimeClock Plus [Time Keeping System Compliance] -Internal Control Procedures											
31	Fixed Assets	Requested- Not Performed	Requested- Not Performed		11/08/17						Requested - Not Performed	Requested - Not Performed
32	Continuing Professional and Workforce Education Department											
33	Facilities, Operation & Maintenance- Workorders and Purchase Orders											
34	Custodial Services- Work Orders, Purchase Orders and Inventory	Requested - Not Performed	Requested - Not Performed	Requested - Not Performed		06/06/19						
35	Enrollment Audit (Traditional and Continuing Education)				Requested - In Progress	07/26/18						
36	Student Activities & Wellness	Requested - Not Performed	Requested - Not Performed		12/01/17							
37	Memorandum of Understanding [MOU] -Early College High Schools -Dual Credit					Requested - Not Performed	In Process	01/11/21				
38	Blueprint Expectations for Early College High Schools					Requested - Not Performed	Requested - Not Performed					
39	Science Lab Safety and Storage Compliance					Requested - Not Performed	In Process	In Process	06/10/22			
40	Red Flag Rules											
41	IT Security and Procedures											
42	IT - Business Continuity / Disaster Recovery								Requested - Not Performed	Requested - Not Performed	Requested - Not Performed	08/12/25
43	Texas Administrative Code Sec. 202											
44	Banner Computer System Security and Access	Requested - Not Performed	Requested - Not Performed	Requested - Not Performed	Requested - Not Performed	In Process	In Process	01/11/21				
45	Instructional Technologies Inventory	11/06/14										
46	FM Account Reconciliations										Requested - Not Performed	Requested - Not Performed
47	Environmental Health & Safety										Requested - Not Performed	Requested - Not Performed
48	Clery Act, and VAWA				Requested - Not Performed	In Process	07/14/20					
49	Title IX						Requested - Not Performed	Requested - Not Performed		06/12/23		
50	Internal Assessment of the Office of Internal Audits - (QAIP)							07/13/21				



South Texas College
Internal Auditing Services for the Period of FY 2015 through FY 2025

	Audit Area	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
51	External Assessment of the Office of Internal Audits - (QAIP)							Requested - Not Performed	Requested - Not Performed	Requested - Not Performed	Requested - Not Performed	Requested - Not Performed
52	Faculty Overloads							Requested - Not Performed	Requested - Not Performed	Requested - Not Performed	Requested - Not Performed	10/23/24
53	Teacher Retirement System (TRS)							Proposed	11/15/21			
54	Emergency Medical Technology (EMT) Program								Requested - Not Performed	06/12/23		
55	Senate Bill 17										Requested - Not Performed	03/11/25
56	Child and Adult Care Food Program - Application Process						10/01/19					
57	SAO - Catch the Next Complaint: 20-0044						11/07/19					
58	CARES Act Compliance						In Process	08/26/20				
	Total Number of Audits Completed	1	0	6	4	6	6	5	4	5	3	4

Other Activities

Annual Financial Report ICAFRI
Risk Assessment & Audit Plan
Internal Audit Annual Report

Review and Recommend Action to Adopt Local Board Policy

Purpose	To review the local board policy listed in Appendix A to align with College operations.
Justification	The local board policy reflects the College's internal operations. In accordance with the Public Funds Investment Act (PFIA), this policy is required to be Board-approved annually. At this time, there are no changes to the policy. In accordance with Policy CAK (Legal Framework), the governing body shall review and adopt its investment policy not less than annually. Information for this item was not available at the time of the September 9, 2025, Finance, Audit, and Human Resources Committee meeting, and was presented to the Board without a Committee recommendation. At the September 23, 2025 Board Meeting, the item was deferred, and no action was taken. This policy must be board-approved in October per PFIA.
Enclosed Documents	Appendix A – List of Policy Appendix B – Policy
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 to adopt the local district update policy listed in Appendix A, as presented, and which supersedes any previously adopted Board policy.

Appendix A

Policy	Last Adopted Date	Justification
Policy CAK (LOCAL) – Appropriations and Revenue Sources: Investments	10/29/2024	The policy requires annual Board approval, even if no changes are made, to comply with the Public Funds Investment Act (PFIA) requirements.

Appendix B

Policy follows in the packet.

APPROPRIATIONS AND REVENUE SOURCES
INVESTMENTS

CAK
(LOCAL)

The College District shall invest all available funds in conformance with these legal and administrative guidelines, including Government Code 2256 – the Public Funds Investment Act (PFIA).

Investment Authority

The vice president for finance and administrative services, the comptroller, and one of the College District's elected officials, who are selected by the Board, shall serve as the investment officers of the College District and shall invest College District funds as directed by the Board and in accordance with the College District's written investment policy and generally accepted accounting procedures.

The Board's Finance and Human Resources Committee shall be the Investment Committee. The Investment Committee shall review the investment portfolio's status and performance, determine and implement appropriate portfolio adjustments, review brokers/dealers and independent training sources, oversee the College District's investment adviser, monitor compliance with the Investment Policy and Investment Strategy Statement, and perform other duties as necessary to manage the College District's funds.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CAK(LEGAL) under Authorized Investments, the Board shall permit investment of College District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates, and other financial institution deposits, as permitted by Government Code 2256.010.
3. No-load money market mutual funds (MMMFs) as permitted by Government Code 2256.014.
4. Public funds investment pools (LGIPs) as permitted by Government Code 2256.016.

Existing Investments

The College District is not required to liquidate investments that were authorized investments at the time of the purchase.

**Prohibited
Investments**

In accordance with Texas state law, the following are not authorized investments:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

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2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio.

The College District shall seek to control the risk of loss due to failure of an investment issuer by monitoring the ratings of portfolio positions to ensure compliance with the rating requirements imposed by the PFIA.

The purchase of individual securities shall be executed by "delivery versus payment" (DVP). By doing so, College District funds shall not be released until the College District has received the securities purchased.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for College District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Training

Each member of the Board and the investment officers shall attend at least one training session, relating to the person's responsibilities under the Act within six months after taking office or assuming duties. The Coordinating Board shall provide the training.

The investment officers shall accumulate not less than five hours of instruction within the first 12 months after taking office or assuming duties. The investment officer shall prepare a report on any changes in the Act and deliver the report to the Board of not later than the 180th day after the last day of each regular session of the legislature.

To ensure qualified and capable investment management, the investment officers shall receive investment training not less than once each state fiscal biennium and accumulate not less than five hours of instruction relating to investment responsibilities that addresses investment controls, security risks, strategy risks, market

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risks, diversification of investment portfolio and compliance with the Act. The investment training shall be provided by the following approved training sources: the Coordinating Board, the Government Finance Officers Association of Texas, the Government Treasurers' Organization of Texas, the Texas Municipal League, Texas Association of Community College Business Officers, Councils of Government, or the University of North Texas Center for Public Management.

**Liquidity and
Maturity**

The College District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements. Liquidity shall be achieved by investing in securities with active secondary markets and by maintaining minimum balances in financial institution deposits, eligible MMMFs, and LGIPs.

An investment may be liquidated to meet unanticipated cash requirements, to re-deploy cash into other investments expected to outperform current holdings, or to otherwise adjust the portfolio.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment officers shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the College District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officers shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Collateralization

Consistent with the requirements of state law, the College District requires all banks, savings banks, and credit union deposits to be federally insured or collateralized with eligible obligations. Financial institutions serving as College District depositories shall be required to sign an agreement with the College District in compliance with federal regulations. The agreement shall require compliance with the PFIA and this investment policy, establish an independent custodian for all pledged collateral, define the eligible collateral and

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the College District's rights to the collateral in case of default, bankruptcy, or closing, and establish a perfected security interest in compliance with federal and state regulations. The agreement shall:

- Be in writing;
- Be executed by the depository and the College District contemporaneously with the acquisition of the asset;
- Be approved by resolution of the Board or the designated committee of the depository and a copy of the meeting minutes or resolution reference shall be delivered to the College District; and
- Be part of the depository's "official record" continuously since its execution.

Allowable Collateral	For financial institution deposits, the eligible types of collateralization of deposits are defined by the "Public Funds Collateral Act" (Chapter 2257, Texas Government Code). The eligibility of specific issues may at times be restricted or prohibited, at the sole discretion of the College District.
Collateral Levels	For financial institution deposits, the market value of securities pledged as collateral for deposits shall at all times be equal to or greater than 102 percent of the par value of the deposit plus accrued interest, less the amount insured by the FDIC or the National Credit Union Share Insurance Fund or their successors. The depository shall be liable for monitoring and maintaining the collateral and collateral margins at all times. Letters of credit shall at all times be equal to or greater than 100 percent of the total value of the deposits plus anticipated interest income, less the applicable level of FDIC insurance. A deposit-specific letter of credit shall expire not less than two business days after the anticipated deposit withdrawal.
Monitoring Collateral Adequacy	For financial institution deposits, the College District requires monthly reports with market values of pledged securities for all financial institutions with which the College District has collateralized deposits. The bank shall be responsible and liable for monitoring and maintaining the collateral and collateral margins on a daily basis and for reporting these activities monthly. The College District shall regularly monitor the adequacy of collateral.
Additional Collateral	If the market value of the securities pledged as collateral for a deposit fall below 102 percent, or 100 percent for letters of credit, of the par value of the deposit plus accrued interest, less FDIC or National Credit Union Share Insurance, the institution shall be notified by the College District and shall be required to pledge additional

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collateral no later than the end of the next succeeding business day.

Collateral
Substitution

Collateralized deposits often require substitution of securities. Any financial institution requesting substitution must contact the investment officers for approval and settlement. The substituted security's value will be calculated, and substitution approved if the substitution maintains a pledged value equal to or greater than the required security level. An investment officer must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense. The investment officers may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

Funds / Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the College District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. The dollar weighted average maturity shall be less than 365 days, and the maximum allowable maturity shall be two years for any investment type.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Investments purchased shall not have a stated final maturity date that exceeds the next unfunded debt service payment date.

Capital Project
Funds

Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. The stated final maturity dates of investment held should not exceed the estimated project completion date.

**Safekeeping and
Custody**

The College District shall retain clearly marked receipts providing proof of the College District's ownership or pledge. The College District may delegate, however, to an investment pool the authority

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	to hold legal title as custodian of investments purchased with College District funds by the investment pool.
Safekeeping Agreement	The College District shall contract with a third-party financial institution for the safekeeping of securities owned by the College District as part of its investment portfolio.
Custody of Collateral	All collateral securing financial institution deposits shall be held by an independent, third-party financial institution approved by the College District, a Federal Home Loan Bank, or the Federal Reserve Bank.
Brokers / Dealers	Securities shall only be purchased from those institutions included on the College District's list of brokers/dealers reviewed and approved by the Board at least annually. Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).
Competitive Bidding	The College District shall require competitive bidding for all individual certificate of deposit and security purchases except for those transactions with financial institution money market accounts, MMMFs, and LGIPs, which are deemed to be made at prevailing market rates, and for government securities purchased at issue through a dealer at auction price. Rather than relying solely on yield, investment in financial institution deposits, MMMFs, and LGIPs shall be based on criteria determined by the investment officers, including adherence to SEC guidelines for MMMFs when appropriate. Bids/offers may be solicited either orally, in writing, electronically, or in any combination of those methods. At least three bidders shall be contacted in all transactions involving individual securities. For those situations where it may be impractical or unreasonable to receive three bids for a transaction due to a rapidly changing market environment or to secondary market availability, documentation of a competitive market survey of comparable securities or an explanation of the specific circumstance must be included with the transaction quote/bid sheet. All bids received shall be documented and filed for auditing purposes.
Interest Rate Risk	To reduce exposure to changes in interest rates that could adversely affect the value of investments, the College District shall use final and weighted-average-maturity limits and diversification.
Internal Controls	A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee

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(LOCAL)

error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the College District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the College District's independent auditing firm.

Portfolio Report

In addition to the quarterly report required by law and signed by the College District's investment officers, a comprehensive report on the investment program and activity shall be presented annually to the Board and may be included in the fiscal year end quarterly report. "Weighted average yield to maturity" shall be the standard on which investment performance is calculated.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the College District shall perform a compliance audit of management controls on investments and adherence to the College District's established investment policies.

If the College District invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers must be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the Board by the auditor.

Review and Discussion of First Reading of Local Board Policies Included in Numbered Update 49

Purpose	To review proposed updates to the local policies listed in Appendix A to align with the Texas Association of School Boards (TASB) policy manual.
Justification	TASB issues numbered updates semiannually to the College. The number updates respond to changes to state and federal law, court cases, and decisions by the attorney general, and may also contain suggested changes to an existing local policy or the development of a new local policy made by TASB. This item was presented at the August 12, 2025, Committee Meeting and was deferred by the Committee Chair to the August 26, 2025 Regular Board Meeting so that all Board members would be available to review and vote. At the August 26, 2025, Regular Board Meeting, the item was not considered, and no action was taken. This item was presented at the September 9, 2025, Committee Meeting and was deferred to the September 23, 2025 Board Meeting. At the September 23, 2025 Board Meeting, the item was deferred, and no action was taken.
Enclosed Documents	Appendix A – List of Policies Appendix B - Policies
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Matthew S. Hebbard, Vice President for Student Affairs and Enrollment Management Cynthia A. Blanco, Dean of Enrollment Systems and Registrar George McCaleb, Executive Director for Facilities Operations and Maintenance Todd Nelson, Contracts and Regulatory Resources Officer-Title IX & 504 Coordinator Venisa Earhart, Board Relations Administrator
Recommendation	No action is required from the Board at this time. This item is presented as a First Reading to obtain feedback for staff, and will be scheduled for a Second Reading at the next Board meeting for board action.

Appendix A

Item	Policy	Last Adopted Date	Update	Explanatory Notes
A.	BCA (Local) – Board Internal Organization: Board Officers and Officials	9/27/2022	49	New recommended local policy language provides additional information about the selection of board officers and the duties and responsibilities of the officers. Additional revisions are to align the policy with applicable law.
B.	BCB (Local) – Board Internal Organization: Board Committees	9/27/2022	49	New recommended local policy language addresses the formation and authority of board committees, which are committees composed exclusively of members of the board and make non-binding recommendations in an area of specified responsibility.
C.	BCE (Local) – Board Internal Organization: Advisory Committees	New Policy	49	This new recommended local policy addresses the formation and authority of advisory committees, which are mainly composed of college district staff, students, or community members and make non-binding recommendations to the board within an area of specified responsibility.
D.	CG (Local) – Safety Program	3/28/2023	49	Recommended revisions include the addition of guidelines and procedures for responding to disasters, fire safety and prevention programs, and safe instructional procedures and regulations to the list of areas of responsibility for an administrator developing a Comprehensive Safety Program. References have been added to policies that provide more information related to emergency response procedures and the community college's information security program.
E.	DIAB (Local) – Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics	6/24/2025	49	Language related to Retaliation has been updated and reorganized to clarify the scope and applicability of the prohibition on retaliation. The Examples have been revised to reference intimidation and coercion. Language related to False Claims has been reorganized and updated to provide clarity regarding the distinction between prohibited retaliation and discipline for false claims and

Item	Policy	Last Adopted Date	Update	Explanatory Notes
				the applicability of the prohibition on false claims to students.
F.	ECC (Local) – Instructional Arrangements: Course Load and Schedules	10/29/2024	49	Recommended revisions reflect amendments to Coordinating Board rules for applying Exceptions to the limit of courses a student may drop and to allow Appeals. Additional changes have been made for clarity.
G.	FFDB (Local) – Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics	6/24/2025	49	Language related to Retaliation has been updated and reorganized to clarify the scope and applicability of the prohibition on retaliation. The Examples have been revised to reference intimidation and coercion. Language related to Failure to Report and False Claims has been updated and reorganized for clarity, including the addition of references to an employee's responsibility to comply with reporting requirements and the prohibition on intentional false claims and statements.
H.	FLBC (Local) – Student Conduct: Prohibited Organizations and Hazing	New Policy	49	New recommended local policy language addresses campus hazing in response to the federal Stop Campus Hazing Act. Provisions have been added related to Hazing Prohibited, Reporting Procedures, Investigation of the Report, and Access to Policy, Procedures, and Related Materials.

Appendix B

Policies follow in the packet.

BOARD INTERNAL ORGANIZATION
BOARD OFFICERS AND OFFICIALS

BCA
(LOCAL)

Board Officers

The Board shall elect ~~the following officers~~ a Chair and a Vice Chair, who shall ~~have the following duties:~~

- ~~1. A Chairman~~ be members of the Board, ~~who shall be a member of the Board, and who shall:~~
 - ~~a. Preside at the meetings of the Board; and~~
 - ~~b. Perform such other duties and functions as may, from time to time, be assigned by the Board;~~
- ~~2. A Vice Chairman, who shall be a member of the Board, and who shall:~~
 - ~~a. Preside at meetings of the Board during the absence of the Chairman; and~~
 - ~~b. Perform such other duties and functions as may, from time to time, be assigned by the Board;~~
- ~~3. A~~ A Secretary, who may, ~~but does~~ or may not ~~have to~~, be a member of the Board ~~and who shall:~~
 - ~~a. Be the official custodian of the minutes, books, records, and seal of the~~ The Board; and
 - ~~b. Perform such other duties and functions as may, from time to time, be assigned by the Board; and~~
- ~~4. Any~~ elect other officers, as deemed necessary or advisable, ~~who~~ Officers shall ~~have~~ be elected by majority vote of the ~~duties and responsibilities assigned by~~ members of the Board.

Officers of the Board shall be elected at the first regular meeting of the Board after the May election in even-numbered years or at any other time when necessary to fill a vacancy. Each officer, after election, maintains all rights and responsibilities of all Trustees, if a member of the Board, including the right to vote.

Eligibility for Office

Board officers shall serve until a successor is elected. No officer shall succeed themselves. An officer shall be entitled to hold another office after completing a term or terms in one office. An officer shall also be entitled to be elected to an office that the officer has held previously but which the officer did not hold in the immediately preceding term. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

Election of Officers

Vacancy

~~Officers of the Board shall be elected at the first regular meeting of the Board after the May election in even-numbered years or at any other time when necessary to fill a vacancy.~~

BOARD INTERNAL ORGANIZATION
BOARD OFFICERS AND OFFICIALS

BCA
(LOCAL)

A vacancy among officers of the Board shall be filled by majority action of the Board.

Duties

Board Chair

In addition to the duties required ~~post-election organization,~~ by law, policy, and Board action, the Board Chair shall:

1. Preside at all Board meetings unless unable to attend.
2. Have the right to discuss, make motions, propose resolutions, and vote on all matters coming before the Board.

References in law and policy to the Board President are referring to the Board Chair.

Board Vice Chair

The Board Vice Chair shall:

1. Act in the capacity and perform the duties of the Board Chair in the event of the absence or incapacity of the Chair.
2. Become Board Chair only upon being elected to the position.
3. Perform such other duties and functions as may ~~also organize at any~~ from time to time, be assigned by the Board.

Board Secretary

The Board Secretary shall:

1. Ensure that an accurate record is kept of the proceedings of each Board meeting.
2. Ensure that notices of Board meetings are posted and sent as required by law.
3. In the absence of the Board Chair and Vice Chair, call the meeting to order and act as presiding officer.
4. Sign or countersign documents as directed by action of the Board.
5. Be the official custodian of the minutes, books, records, and seal of the Board.
6. Perform such ~~other times~~ duties and functions as may, from time to time, be assigned by the Board.

Other Officers

The Board may elect any other officers, as deemed necessary or advisable, who shall have the duties and responsibilities assigned by the Board.

BOARD INTERNAL ORGANIZATION
BOARD COMMITTEES

BCB
(LOCAL)

Board Committees

For purposes of this policy, a Board committee is a committee composed only of current Board members.

The Chairman of the Board may, from time to time as the Chairman of the Board deems necessary, create committees to advise the Board and facilitate the efficient operation of the Board. Their membership is to be established by action of the Chairman of the Board.

~~Board Committees~~

~~Authority~~ Formation
of a Board
Committees

~~Committees may~~ Committees shall be ~~created by the Chairman of the Board action.~~ When establishing a Board to advise committee, the Board ~~and facilitate~~ action shall, at a minimum, specify the:

- Number of Board members on the committee;
- Process to appoint Board members to the ~~efficient operation-~~ committee;
- Term of committee membership; and
- Responsibilities of the ~~Board-~~ committee.

~~The~~ A Board committee shall be fact-finding, deliberative, and advisory, and shall make recommendations in the areas of its responsibility. Board committees shall report their findings and recommendations to the Board and shall not assume administrative duties or responsibilities.

Transacting
Business

Unless specified by the Board, the Board is not bound by the action of a Board committee or any of its individual members. Board committee recommendations must be reported to the Board at a regular or special meeting. The Board shall not accept a Board committee's recommendation without due consideration of the matter.

Dissolution

A Board committee shall be dissolved upon Board action.

Education and
Workforce
Development

The Education and Workforce Development committee supports the Board in its obligation to provide oversight for the academic, workforce training, and economic development programs of the College District. The committee's specific roles shall include reviewing and recommending action as necessary to the Board regarding:

1. New academic and workforce programs for submittal to the Coordinating Board;
2. Development of technical training programs to offer competitive, quality training to help promote the region's value to the global economy;

BOARD INTERNAL ORGANIZATION
BOARD COMMITTEES

BCB
(LOCAL)

3. Development of policies in the areas of academic affairs, student services, admissions requirements, academic advising, counseling, and instruction support services;
4. Curricular and teaching innovation and the use of technology for program development and other educational initiatives;
5. Quality and effectiveness of all instructional programs and monitoring their continued improvement;
6. Inter-institutional cooperation with four-year institutions, public school districts, and workforce partners; and
7. Development of economic development opportunities to expand the College District's capacity and impact on regional economic prosperity.

Finance, Audit, and
Human Resources

The Finance, Audit, and Human Resources committee supports the Board in its fiduciary responsibilities and in overseeing the investment and expenditure of public and grant funds to support the mission of the College District. The committee's specific roles shall include reviewing and recommending action as necessary to the Board regarding:

1. Budgetary and fiscal matters of the College District within the applicable state laws and rules and regulations of the Coordinating Board;
2. Annual budget, staffing plan, and salary pay plan documents, including all substantive changes to those documents from preceding fiscal years;
3. Establishment of tuition and fee requirements;
4. Award of contracts, grants, and bids for the College District;
5. Activities relating to foundations, grants, and endowments in perpetuity;
6. Financial condition and stability of the College District;
7. Development of personnel policies and procedures as necessary regarding employee compensation and benefits, adherence to equal employment opportunity regulations and, grievance and due process regulation;
8. Selection of the independent external auditor of the annual financial statements of the College District and the external auditor process and reports; and
9. System of internal controls and the internal audit process and reports.

BOARD INTERNAL ORGANIZATION
BOARD COMMITTEES

BCB
(LOCAL)

Facilities	The Facilities committee supports the Board in its oversight of facilities expansion and maintenance and advises the Board on matters related to design, construction, and occupancy of the College District's facilities. The committee's specific roles shall include reviewing and recommending action as necessary to the Board regarding: 1. Current and long-term facilities' needs of the College District at all campuses and developing plans to meet projected needs; 2. Development of the facilities master plan for the College District; 3. Capital improvement projects for the College District; 4. Development and adherence to facilities design guidelines and standards for projects College District-wide; 5. Selection of design professionals, engineering, and construction services firms; 6. Priorities for the renovation of existing space or addition of new space; 7. Acquisition of real property; 8. Naming of College District buildings and other facilities; and 9. Project status against contractual arrangements.
Additional Committees	Additional committees may be created by the Chairman of the Board as necessary or desirable. All committees shall consist of a maximum of three Board members.
Quorum	A quorum is not necessary to conduct committee business.

BOARD INTERNAL ORGANIZATION
ADVISORY COMMITTEES

BCE
(LOCAL)

**Advisory
Committees**

For purposes of this policy, an advisory committee is a committee composed primarily of College District staff, students, or community members. An advisory committee may also include Board members in numbers less than a quorum of the Board.

Formation of an advisory committee shall be by Board action. When establishing an advisory committee, the Board action shall, at a minimum, specify the:

- Number of members on the committee;
- Process to appoint members to the committee;
- Term of committee membership; and
- Responsibilities of the committee.

An advisory committee shall be fact-finding, deliberative, and advisory and shall not assume administrative duties or responsibilities. Advisory committees shall report their findings and recommendations to the Board.

**Transacting
Business**

An advisory committee may transact business only within the specific authority granted by the Board. To be binding, all such committee recommendations must be reported to the Board at a regular or special meeting for approval and entry into the minutes as a public record.

Dissolution

An advisory committee shall be dissolved upon completion of the assigned task or Board action.

**Comprehensive
Safety Program**

The College District shall take every reasonable precaution regarding the safety of its employees, students, visitors, and all others with whom it conducts business. A designated administrator shall be responsible for developing, implementing, and promoting a comprehensive safety program.

The general areas of responsibility include, but are not limited to, the following:

1. Guidelines and procedures for responding to emergencies-
and disasters. [See CGC and CGE]
- 2. Fire safety and prevention programs.**
- ~~2.3.~~ Program activities intended to reduce the frequency of accident and injury, including:
 - a. Inspecting work areas and equipment.
 - b. Training frontline and supervisory staff.
 - c. Establishing safe work **and instructional** procedures and regulations.
 - d. Reporting, investigating, and reviewing accidents.
 - e. Promoting responsibility for College District property on the part of students, employees, and the community.
- ~~3.4.~~ Program activities intended to reduce the ultimate cost of accidents and injuries through investigation and documentation.
- ~~4.5.~~ Program activities that identify and develop prudent methods of financing loss costs on an annual basis, including the purchase of commercial insurance, self-insured retentions, and risk pooling.
- ~~5.6.~~ Driver education programs, when available.
- ~~6.7.~~ Vehicle safety programs.

**Information
Management**

The College President or designee shall be responsible for the collection, storage, and analysis of relevant operational and historical data required to develop sound procedures for implementation and operation of the comprehensive safety program.

Note: For provisions addressing the College District's information security program, see CS.

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 & 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 ten¹⁰ 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.

Retaliation

The College District prohibits retaliation against an employee alleged to have experienced prohibited conduct or an employee or a student who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation or proceeding under this policy. Any action taken by the College District to discipline a person who perpetrated or assisted in the perpetration of the prohibited conduct is not considered retaliation under this policy.

A person who is alleged to have experienced retaliation may pursue a claim under this policy or policy FFDB, as appropriate.

Examples

Examples of retaliation may include, without limitation, termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

False Claims

An employee or student who intentionally makes a false claim or offers a false statement regarding prohibited conduct shall be subject to appropriate disciplinary action in accordance with 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.

INSTRUCTIONAL ARRANGEMENTS
COURSE LOAD AND SCHEDULES

ECC
(LOCAL)

Course Load

The normal course load for the fall or spring semester shall be five courses equal to 16 or 17 credit hours. Course loads in excess of 18 credit hours shall require approval by the dean overseeing the dean's declared program. The maximum course load shall be no more than 18 credit hours.

The normal course load for the summer session shall be the sum of 12 credit hours. Course loads in excess of 12 credit hours shall require approval by the dean overseeing the dean's declared program. The maximum summer credit hours earned shall be 12 credit hours for one term or 12 credit hours for a full summer semester.

Limitation on Number of Dropped Courses

A College District student shall not be permitted to drop more than six courses taken while enrolled **as an undergraduate** at the College District or another public institution of higher education. ~~For A~~ **"dropped course" is a course in which a student enrolled for credit, but did not complete, under the limit to apply following conditions:**

1. The student ~~must be~~ **was** permitted to drop the course without receiving a grade or being penalized academically;
2. The student's transcript ~~must indicate~~ **indicates** or will indicate the student was enrolled in the course **past the census date**; and
3. The student ~~must did~~ not ~~have dropped~~ **drop or is not dropping** the course to withdraw from the ~~College District~~ **institution**.

Exceptions
Good Cause

A student shall be permitted to exceed the limit on the number of dropped courses **if good cause exists** for ~~any of the~~ **student to drop the course. The** following reasons **constitute good cause**:

1. A severe illness or other debilitating condition that affects the student's ability to satisfactorily complete a course;
2. ~~The~~ **Responsibility for the** care of a sick, injured, or needy person ~~if providing that care, the provision of which~~ affects the student's ability to satisfactorily complete a course;
3. The death of a member of the student's family as defined by law;
4. The death of a person who has **such** a sufficiently close relationship to the student, as defined by law, **that the person's death is considered to be a showing of good cause, as determined on a case-by-case basis**;
5. The student's active-~~duty~~ **military** ~~duty~~ service;

INSTRUCTIONAL ARRANGEMENTS
COURSE LOAD AND SCHEDULES

ECC
(LOCAL)

6. The active-duty military service of a member of the student's family or a person who has such a sufficiently close relationship to the student that the person's active-duty military service is considered to be a showing of good cause;
7. A change in the student's work schedule that is beyond the student's control and affects the student's ability to satisfactorily complete the course; or
8. A disaster declared by the governor that prevents or limits in-person course attendance for a period determined by the College District, in accordance with law, to significantly affect the student's ability to participate in coursework.

*Reenrolled
Students*

A qualifying reenrolled student may drop a seventh course in accordance with law.

*Course Dropped
During a
Bachelor's
Program*

A course dropped by a student while pursuing a bachelor's degree that the student ultimately earned may not be counted toward the limit on the number of dropped courses.

*Dual Credit or
Dual Enrollment
Course*

A dual credit or dual enrollment course dropped by a student before graduating from high school may not be counted toward the limit on the number of dropped courses.

*COVID-19
Pandemic*

A course dropped by a student during the 2020 spring or summer semester or the 2020-21 academic year because of a bar or limit on in-person course attendance due to the COVID-19 pandemic may not be counted toward the limit on the number of dropped courses.

Procedures

The College President or designee shall develop procedures to implement this policy and shall publish the procedures in the College District catalog.

Appeals

A student may appeal decisions under this policy through FLD(LOCAL) beginning at the appropriate level.

Exception

If the decision relates to a request for an exemption based on a severe illness or debilitating condition that the student contends constitutes a disability in need of accommodation, the student may appeal the decision in accordance with the College District's procedures addressing disability accommodations for students.

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	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.
Student Report	
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.
<i>Exceptions</i>	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 & 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	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. 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.
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	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 ten10 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.
<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.
<u>Retaliation</u>	The College District prohibits retaliation by a student or College District employee against a student alleged to have experienced prohibited conduct or a student or an employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation or proceeding under this policy. Any action taken by the College District to discipline a person who perpetrated or assisted in the perpetration of the prohibited conduct is not considered retaliation under this policy. A person who is alleged to have experienced retaliation may pursue a claim under this policy or policy DIAB, as appropriate.
<u>Examples</u>	Examples of retaliation include, without limitation, threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, and/or unwarranted grade reductions. Prohibited Unlawful retaliation does not include petty slights or minor annoyances.
Failure to Report and False Claims	An employee who fails to make a required report or a student or employee who intentionally makes a false claim or offers a false statement regarding prohibited conduct shall be subject to appropriate disciplinary action in accordance with 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.

STUDENT CONDUCT
PROHIBITED ORGANIZATIONS AND HAZING

FLBC
(LOCAL)

Hazing Prohibited	Hazing by students or student organizations, as defined by law, is prohibited even if the person being hazed consents to the hazing.
Reporting Procedures	Any student who believes that he or she has experienced hazing or believes that another student or group of students has experienced hazing should immediately report the alleged acts to the dean of student affairs, the College President, or another employee.
Student Report	
Employee Report	Any College District employee who suspects or receives notice that a student or group of students has or may have experienced hazing shall notify the dean of student affairs in accordance with FMA.
<i>Exceptions</i>	A report that includes allegations that may constitute discrimination or harassment on the basis of sex shall be submitted in accordance with FFDA. A report that includes allegations that may constitute discrimination or harassment on the basis of race, color, national origin, disability, religion, age, or any other basis prohibited by law shall be submitted in accordance with FFDB.
Investigation of the Report	Allegations of hazing shall be investigated under FMA.
Exception	Hazing allegations that may constitute discrimination or harassment on the basis of sex, race, color, national origin, disability, religion, age, or any other basis prohibited by law shall be investigated under FFDA or FFDB, as appropriate.
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 to College District employees and students after hire or admission and then annually in a manner calculated to provide easy access and wide distribution, such as through electronic distribution, publication on the College District's website, and inclusion in the employee and student handbooks and other major College District publications.

Review and Discussion of First Reading of Local Board Policies

Purpose	To review proposed revisions to local board policies listed in Appendix A to align with College operations.
Justification	The local board policies reflect the College's internal operations. Below is a justification for each local policy. This item was presented at the August 12, 2025, Committee Meeting and was deferred by the Committee Chair to the August 26, 2025 Regular Board Meeting so that all Board members would be available to review and vote. At the August 26, 2025, Regular Board Meeting, the item was not considered, and no action was taken. This item was presented at the September 9, 2025, Committee Meeting and was deferred to the September 23, 2025 Regular Board Meeting. At the September 23, 2025 Board Meeting, the item was deferred, and no action was taken.
Enclosed Documents	Appendix A – List of Policies Appendix B – Policies Appendix C – Examples of DGBA Policies from other Texas Community Colleges
Staff Resource	Matthew Hebbard, Vice President for Student Affairs and Enrollment Management Cynthia Blanco, Dean of Enrollment Systems and Registrar Mary Del Paz, Vice President for Finance and Administrative Services Myriam Lopez, Associate Vice President - Finance and Management Claudia Olivares, Director for Human Resources – Employee Relations and Title IX George McCaleb, Executive Director - Facilities Operations and Maintenance
Recommendation	No action is required from the Board. This item is presented as a First Reading to obtain feedback for staff, and will be scheduled for a Second Reading at the next Board meeting for Board action.

Appendix A

Policy	Last Adopted Date	Justification
Policy DGBA (LOCAL) – Personnel – Management Relations: Employee Grievances	6/24/2025	The policy has been amended to include a new section to address complaints involving Board Members and the College President.
Policy FB (LOCAL) – Admissions	01/30/2024	A part of the 89 th Texas Legislature and pursuant to Senate Bill 365 and Texas Education Code, 51.931(c-2), each public institution of higher education is required to adopt, post on the institution's Internet website, and submit to the Texas Higher Education Coordinating Board a policy regarding the admissions made by the institution under this section, including the period for which an applicant's course credits or grades will be considered by the institution under the policy.
Policy GD (LOCAL) – Community Expression and Use of College Facilities	06/25/2024	Amended the “Fees for Use” section of the policy to include partnering school districts as an exception.

Appendix B

Policies follow in the packet.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE GRIEVANCES

DGBA
(LOCAL)

**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. 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 who has the authority to address the concerns.

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

**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)]

**Complaints Against
College President or
Board Member**

Complaints alleging a violation of law or policy by the College President or a Board member may be made to the Board Chair, or to the Vice Chair if the complaint is against the Board Chair.

The Chair or Vice Chair will undertake a process to resolve the complaint and share the complaint with the rest of the board within 24 hours. The Chair or Vice Chair may use College Attorneys to share the complaint with the rest of the board and determine whether or not a special meeting needs to be called.

The Chair or Vice Chair may initiate an independent investigation of a written complaint after receiving approval from a majority of the Board. Upon approval, the Chair or Vice Chair shall consult with Board Counsel, and then name an independent third party approved by the Board to investigate the complaint within the parameters set by the Board. Further, the Chair or Vice Chair shall provide regular updates to the Board through the named investigator.

If the investigation finds that a Board member has violated a law or College District policy, the Board can reprimand or censure the Board member, or apply any other sanction available under Texas law. If the investigation finds that the College President has violated a law or College District policy, the Board can take appropriate disciplinary action, up to and including termination of employment.

Other Complaint Processes

Employees shall file complaints according to the procedures established by the College President, in accordance with Board policies, 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:

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]

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General Provisions

Filing

Employees shall file grievances and appeals in writing with the Office of Human Resources (OHR). While the College District provides an appropriate form in electronic format, employees may also submit written documents or emails as attachments to support their filing via email or hand deliver the form to the OHR.

The employee complaint form must include the following information:

1. A clear explanation of the employee's specific concern;
2. A description of how the employee's employment has been affected; and
3. A description of the relief the employee is seeking.

An employee shall file a grievance within 10 business 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 refiling is within five business days of the dismissal.

**Scheduling
Conferences**

The College District shall make reasonable attempts, including no fewer than three, to schedule conferences at a mutually agreeable time. If the employee fails to 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. 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.

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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.” A College District business day is defined as a day that the College District at large is open and conducting business.
Representative	“Representative” means any person or an organization that 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 provides less than two days’ notice to the College District before a scheduled conference, the College District may reschedule the conference to a later date, if desired, to allow time to consult with its counsel. The College District may be represented by counsel at any level of the process only in the event the grievant is represented or the grievant themselves is a licensed attorney. In such cases, the College District will provide at least two days’ notice to the employee if it intends to have legal counsel present at a conference.
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. Each party shall pay its own costs incurred during the course of the grievance, including attorney fees.
Grievance Process	The Level One supervisor shall be the lowest level supervisor or designee in the employee’s chain of command with the authority to remedy the alleged problem. If that supervisor 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. Upon receipt of the grievance, the OHR shall review the submission and may request clarification from the employee, if necessary. Once the OHR has completed its review, the grievance shall be forwarded to the immediate supervisor,

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who shall investigate as needed and schedule a conference with the employee within 15 business days of receiving the grievance from the OHR.

2. The supervisor may set reasonable time limits for the conference. The supervisor may issue a decision on the basis of the written complaint in instances where an employee is unwilling to conference with the Level One supervisor.
3. Absent extenuating circumstances, the supervisor shall provide the employee a written response within 15 business days following the conference stating whether the grievance is being granted or not. If the grievance is being granted, the supervisor 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 supervisor may consider information provided at the grievance conference and any other relevant documents or information the supervisor believes will help resolve the grievance.
4. The supervisor 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 supervisor 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 supervisor 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 business days of the date of the written Level One response or, if no response was received, within 15 business days of the Level One response deadline.

After receiving notice of the appeal, the Level One supervisor 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

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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 business 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 shall provide the employee a written response within 20 business days following the conference or 20 business 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 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 business 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 shall, not later than 20 business 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.

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**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 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 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

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

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.

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.

Nothing in this policy shall be construed to prevent the College District from addressing employee conduct that violates College District policies, procedures, or standards of conduct.

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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 up to and including termination.

The College District has an open admissions policy that ensures that all persons who can benefit from postsecondary education have an opportunity to enroll. The College District shall not discriminate on the basis of race, color, sex, national origin, religion, disability, age, or military status in admissions.

Admission to the College District does not guarantee admittance to a particular course or program of study. A student may be required to satisfy certain requirements before enrolling in particular courses of study.

The College District shall disregard the credit earned by the applicant five years or more before the starting date of the semester in which the applicant wishes to enroll.

An applicant who makes the election to apply under this section and is admitted as a student may not receive any course credit for courses taken five years or more prior to enrollment.

The College District will apply standard admissions criteria generally applicable to persons seeking admission to the institution.

The College President shall develop procedures for student admissions, including any additional course admission requirements. The procedures shall be published in the College District catalog and other relevant College District publications.

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Note: For expression and use of College District facilities and distribution of literature by students and registered student organizations, see FLA. For expression and use of College District facilities by employees and employee organizations, see DGC. For use of the College District's internal mail system, see CHE.

As defined by the Texas Government Code 448.001, "Antisemitism," means a certain perception of Jews that may be expressed as hatred toward Jews. The term includes rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities. Examples of antisemitism are included with the International Holocaust Remembrance Alliance's "Working Definition of Antisemitism" adopted on May 26, 2016.

**Use of College
District Facilities**

The grounds and facilities of the College District shall be made available to members of the College District community and community organizations, including College District support organizations, when such use is for educational, recreational, civic, or social activities and the use does not conflict with use by, or any of the policies and procedures of, the College District.

Requests

To request permission to meet in College District facilities, interested community members or organizations shall file a written request with the campus administrator in accordance with administrative procedures.

The community members or organization making the request shall indicate that they have read and understand the policies and rules governing use of College District facilities and that they will abide by those rules.

Approval

Requests for community use of College District facilities shall be considered on a first-come, first-served basis.

The campus administrator shall approve or reject the request in accordance with provisions of and deadlines set out in this policy and administrative procedures, without regard to the religious, political, philosophical, ideological, academic viewpoint, or other content of the speech likely to be associated with the community members' or organization's use of the facility.

Approval shall not be granted when the official has reasonable grounds to believe that:

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1. The College District facility requested is unavailable, inadequate, or inappropriate to accommodate the proposed use at the time requested;
2. The applicant is subject to a sanction [see Violations of Policy, below] prohibiting the use of the facility;
3. The proposed use would constitute an immediate and actual danger to the peace or security of the College District that available law enforcement officials could not control with reasonable efforts;
4. The applicant owes a monetary debt to the College District and the debt is considered delinquent;
5. The proposed activity would disrupt or disturb the regular academic program;
6. The proposed use would result in damage to or defacement of property or the applicant has previously damaged College District property; or
7. The proposed use would constitute expression that is considered prohibited harassment or antisemitism.

*Common
Outdoor Area
Exception*

Common outdoor areas are traditional public forums and are not subject to the approval procedures. Community members and organizations may engage in expressive activities in common outdoor areas, unless:

1. The person's conduct is unlawful, including, but not limited to, expression that is considered prohibited harassment or antisemitism;
2. The use would constitute an immediate and actual danger to the peace or security of the College District that available law enforcement officials could not control with reasonable efforts;
3. The use would materially or substantially disrupt or disturb the regular academic program; or
4. The use would result in damage to or defacement of property.

For-Profit Use

The College District shall not permit individuals or for-profit organizations to use its facilities for financial gain; however, the College District shall permit private academic instruction, as well as public performances or presentations so long as no admission fee is charged, when these activities do not conflict with College District use or with this policy.

Nonprofit Use

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	The College District shall permit nonprofit organizations to conduct fundraising events on College District property when these activities do not conflict with College District use or with this policy.
<i>Campaign-Related Use</i>	Except to the extent a College District facility is used as an official polling place, College District facilities shall not be available for use by individuals or groups for political advertising, campaign communications, or electioneering, as those terms are used in state law.
<i>No Approval Required</i>	No approval shall be required for nonschool-related recreational use of the College District's unlocked, outdoor recreational facilities, such as the track, tennis courts, and the like, when the facilities are not in use by the College District or for another scheduled purpose.
<i>Written Notice if Request Rejected</i>	The campus administrator shall provide the applicant a written statement of the grounds for rejection if a request is denied.
Emergency Use	In case of emergencies or disasters, the College President may authorize the use of College District facilities by civil defense, health, or emergency service authorities.
Repeated Use	The College District shall permit repeated use by any community member or organization in accordance with administrative procedures.
<i>Exception</i>	Any limitations on repeated use by a community member or organization shall not apply to any group or organization when the primary participants in the activities are College District students, faculty, or staff.
Scheduling	Academic and extracurricular activities sponsored by the College District shall always have priority when any use is scheduled. The campus administrator shall have authority to cancel a scheduled use by a community member or organization if an unexpected conflict arises with a College District activity.
Use Agreement	Any community member or organization approved for a nonschool use of College District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the College District is not liable for any personal injury or damages to personal property related to the nonschool use.
Fees for Use	A community member or organization authorized to use College District facilities shall be charged a fee for the use of designated facilities. The Board shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any

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	applicable personnel costs for supervision, custodial services, food services, security, and technology services.
<i>Exception</i>	Fees shall not be charged when College District buildings are used for public meetings sponsored by state agencies , or local governmental agencies and partnering school districts .
Required Conduct	Community members and organizations using College District facilities shall: 1. Conduct business in an orderly manner; 2. Provide identification when requested to do so by a College District representative; 3. Abide by all laws, policies, and procedures, including, but not limited to, those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products or e-cigarettes on College District property; [See CHF and GDA] 4. Make no alteration, temporary or permanent, to College District property without prior written consent from the College President; and 5. Be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the College District for the cost of any such repairs.
Distribution of Literature	Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the College District shall not be sold, circulated, distributed, or posted on any College District premises by any community member or organization, including a College District support organization except in accordance with this policy. The College District shall not be responsible for, nor shall the College District endorse, the contents of any materials distributed by a community member or organization.
Limitations on Content	Materials shall not be distributed by a community member or organization on College District property if: 1. The materials are obscene; 2. The materials contain defamatory statements about public figures or others; 3. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action;

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	4. The materials are considered prohibited harassment or anti-semitism [see DIA series and FFD series]; 5. The materials constitute unauthorized solicitation [see Use of College District Facilities, above]; or 6. The materials infringe upon intellectual property rights of the College District [see CT].
Time, Place, and Manner Restrictions	Distribution of materials shall be conducted in a manner that: 1. Is not disruptive [see FLB]; 2. Does not impede reasonable access to College District facilities; 3. Does not result in damage to College District property; 4. Does not coerce, badger, or intimidate a person; 5. Does not interfere with the rights of others; and 6. Does not violate local, state, or federal laws or College District policies and procedures. The distributor shall clean the area around which the literature was distributed of any materials that were discarded or leftover. The campus administrator shall designate times, locations, and means by which materials that are appropriate for distribution, as provided in this policy, may be made available or distributed by community members or organizations to others in College District facilities and in areas that are not considered common outdoor areas.
Posting of Signs	For the purposes of this policy, “sign” shall be defined as a billboard, decal, notice, placard, poster, banner, or any kind of hand-held sign; and “posting” shall be defined as any means used for displaying a sign. No signs may be posted on College District property by a community member or organization unless the posting qualifies as a permitted campaign-related use or is in a common outdoor area subject to administrative procedures.
Exception	A College District support organization may post a sign in College District facilities with prior approval of the campus administrator in accordance with the procedures developed for that purpose.
Identification	A community member or organization distributing materials on campus shall provide identification when requested to do so by a College District representative.

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Violations of Policy	Failure to comply with this policy and associated procedures shall result in appropriate administrative action, including but not limited to, withdrawal of consent to remain on campus, the suspension of the individual's or organization's use of College District facilities and the confiscation of nonconforming materials.
Interference with Expression	Faculty members, students, or student organizations that interfere with the expressive activities permitted by this policy shall be subject to disciplinary action in accordance with the College District's discipline policies and procedures. [See DH, FM, and FMA]
Appeals	Decisions made by the administration in accordance with this policy may be appealed in accordance with GB(LOCAL), DGBA(LOCAL), and FLD(LOCAL) as applicable.
Publication	This policy and associated procedures must be posted on the College District's website and distributed in the employee and student handbooks and other appropriate publications.

Guiding Principles	The Board encourages employees to discuss their concerns with their supervisor or other appropriate administrator who has the authority to address the concerns. As used in this policy, the term “policy” shall include the corresponding legal policy code and regulation code.
Complaints	In this policy, the terms “complaint” and “grievance” shall have the same meaning. A complaint or grievance is defined as an unresolved issue concerning the application of College District policy, practice, or regulation. This includes disciplinary action. Complaints regarding compensation and classification are grievable only if a violation of federal, state, or local equal opportunity or labor laws is alleged. Other complaints of this nature are handled administratively.
Freedom from Retaliation	Neither the Board nor any College District employee shall retaliate against an employee for bringing a concern or complaint in good faith.
Whistleblower Complaints	The Board prohibits retaliation against any employee who reports violations of law, the College District Code of Conduct, policies, rules, or regulation. The College District shall not suspend or terminate the employment of, or take other adverse personnel action against, an employee who in good faith reports a violation of law by the College District or another public employee to an appropriate law enforcement authority. Whistleblower complaints shall be filed within the time specified by law. Such complaints shall first be filed in accordance with Level Three, below. Timelines for the employee and the College District set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the initiation of the complaint. [See DG]
Complaints Against Administrators	If a Level One administrator is the subject of a complaint under this policy, or is the supervisor at the informal resolution conference, the chief financial officer will serve as the Level One administrator. If the chief financial officer is the subject of a complaint alleging a violation of law or policy, the chief academic officer will serve as the Level One administrator.

**Complaints Against
Chancellor or Board
Member**

Complaints alleging a violation of law or policy by the Chancellor or a Board member may be made to the Board Chair, or to the Vice Chair if the complaint is against the Board Chair.

The Chair or Vice Chair will undertake a process to resolve the complaint.

The Chair or Vice Chair may initiate an independent investigation of a written complaint after receiving approval from a majority of the Board. Upon approval, the Chair or Vice Chair shall consult with Board Counsel, and then name an independent third party to investigate the complaint within the parameters set by the Board. Further, the Chair or Vice Chair shall provide regular updates to the Board through the named investigator.

If the Chair or Vice Chair finds that a Board member has violated a law or College District policy, the Board can reprimand or censure the Board member, or apply any other sanction available under Texas law. If the Chair finds that the Chancellor has violated a law or College District policy, the Board can take appropriate disciplinary action, up to and including termination of employment.

**Other Complaint
Processes**

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below:

1. Complaints alleging discrimination, harassment, and retaliation – sex and sexual violence. [See DIAA(LOCAL)]
2. Complaints alleging discrimination, harassment, and retaliation – other protected characteristics. [See DIAB(LOCAL)]
3. Complaints alleging violation of veteran's preference law. [See DC(REGULATION)]
4. Complaints concerning an employment preference for former foster children. [See DC(REGULATION)] May be appealed starting at Level One of DGBA(LOCAL) after relevant complaint process is exhausted.
5. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CHA(LOCAL)] May be appealed starting at Level Four of DGBA(LOCAL) after relevant complaint process is exhausted.
6. Complaints arising from the dismissal of contract faculty members and other non-faculty/contract employees (Termination Mid-Contract and Non-Renewal of Faculty Contract). [See DMAA(LOCAL), DMAA(REGULATION), and DMAB

(REGULATION)] May be appealed starting at Level Four of DGBA(LOCAL) after relevant complaint process is exhausted.

7. Complaints concerning the nonrenewal of contract faculty members. [See DMAB(LOCAL) and DMAB(REGULATION)] May be appealed starting at Level Three of DGBA(LOCAL) after relevant complaint process is exhausted.

Notwithstanding Other Complaint Processes 1–5, above, the College District Police Department General Orders Grievance Procedure shall be the complaint procedure available to College District peace officers and unless otherwise mandated by law, an appeal may be presented to the Board at Level Four of DGBA(LOCAL) after the relevant complaint process is exhausted.

**Ethics and
Compliance Hotline**

The College District is committed to creating an environment with the highest ethical standards where occupational fraud, waste, abuse, and other improprieties are not tolerated.

Effective December 1, 2016, the College District shall provide an Ethics and Compliance Hotline as an additional mechanism to encourage the reporting of alleged:

1. Noncompliance of laws;
2. Noncompliance with College District policies, regulations, or Code of Conduct; and
3. Occupational fraud, waste, and abuse.

Timing

“Days” shall mean College District business days, unless otherwise noted. The primary purpose of the complaint resolution process is to resolve concerns in an expeditious manner. The timelines set forth at each level of the process are maximums and, whenever possible, the decision-maker should render a decision or resolution within a shorter period of time. All time limits shall be strictly followed unless modified by mutual written consent. Notwithstanding, time limits may be extended for circumstances such as investigations or the unavailability of key personnel due to leave, absence, emergency closures, holidays, or semester breaks.

Should the College District fail to comply with the timelines set forth in this policy, its failure to do so shall not constitute a violation of the employee’s rights unless the action in question occurs more than ten days after the time when it should have occurred or is a result of a time extension permitted within this policy or by mutual agreement.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process.

Informal Resolution Process

Each employee and the administration are required to make all reasonable efforts to resolve a complaint through informal discussion before resorting to the formal complaint/appeal process. The informal resolution process cannot be waived.

Level One Informal Resolution with Supervisor

The employee shall make his or her concern known to the lowest level supervisor having authority to resolve his or her complaint within ten days of the date the employee first knew of the decision or action giving rise to his or her complaint or grievance. Informal discussions shall occur within ten days of the employee informing the supervisor of his or her complaint. Each subsequent discussion, if necessary, will involve the next level supervisor.

Either party (supervisor or employee) may employ the assistance of talent engagement by requesting an informal resolution conference on a form provided by the College District. [See DGBA(REGULATION)] Talent relations may be present for the informal resolution meeting with the supervisor.

Level Two Informal Resolution Conference with 2nd Level Supervisor

The use of the informal resolution conference is to promote understanding, reconciliation, and a settlement of a complaint. The party requesting the informal resolution conference must submit the request to the director of talent relations no more than five days from the date of the employee's meeting with his or her supervisor or next level supervisor and must identify the conflict and the expected outcome of the conference. The director of talent relations will schedule the resolution conference with the identified parties on the request form [see DGBA(REGULATION)] to be held within five days of receiving the request. Talent relations may be present for the informal resolution conference with the supervisor.

Attempts to resolve a complaint through informal resolution will end when the complaint is resolved or when it is determined that it cannot be resolved through informal resolution.

Formal Process

If a complaint is not resolved through the informal complaint process, an employee may, but is not required to, proceed with a formal complaint. An employee may initiate the formal process described below by timely filing a written complaint form. Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

Written Documentation	Complaints, appeals, and any written communications or decisions from the appropriate administrator or from talent engagement (response) under this policy shall be submitted in writing on a form provided by the College District. [See DGBA(REGULATION)] Copies of any documents that support the complaint should be attached to the complaint. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One response, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference. A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing. A complaint or appeal form may only be refiled once. 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.
Representative	The employee may designate a representative at his or her own cost, such as an attorney or organization that does not claim the right to strike, through written notice to the College District at any level of this process. If an employee representative is designated within three days of a scheduled conference or hearing, the College District may reschedule the conference or hearing to a later date, in order to include the College District's counsel. The College District may be represented by counsel at any level of the process.
Investigator	Talent engagement will conduct all necessary complaint investigations under this policy. The College District retains the right to employ the services of a third-party investigator at any time during the formal complaint resolution 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.
Designation of Administrators	The administrator levels are designated as follows:

1. The Level One administrator shall be the Vice Chancellor, President, or administrative equivalent. If the Level One administrator is the General Counsel, a designee may be appointed to serve as the Level One administrator.
2. The Level Two administrator shall be the Review Panel.
3. The Level Three administrator shall be the Chancellor or designee.
4. The Level Four administrator shall be the Board.

Mediation

The College District may recommend mediation to the employee, at Level One, Level Two, or Level Three in lieu of continuing with the formal grievance or appeal process, in an attempt to resolve the employee's complaint or grievance. Participation in mediation is voluntary. Mediation will proceed only if all parties to the complaint are willing to participate in the mediation process. Agreements reached during mediation are binding on all parties and will close the complaint process.

If mediation fails to resolve the complaint, the employee may resume the formal complaint resolution process by submitting an appeal form to the director of talent relations within five days following the conclusion of the mediation process. The director of talent relations shall notify the appropriate level administrator and follow the process beginning at the appropriate level. The day(s) during which the parties are participating in the mediation process will not be included in the calculation of deadlines in this policy.

Level One

Formal written complaints must be filed:

1. Within seven days of the date the employee completes the informal complaint process.
2. With the director of talent relations.

A complaint must contain:

1. An explanation of the employee's specific concern;
2. A description of how the employee's employment has been affected;
3. The policy and/or regulation that has been violated; and
4. A description of the relief the employee is seeking.

The director of talent relations or designee shall review the complaint and, shall forward the complaint to the Level One administrator within five days after receipt of the written complaint. The Level

One administrator shall review the complaint and schedule a conference with the employee to be held within seven days after receipt of the written complaint. The Level One administrator shall provide the employee a written response within five days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level One administrator may consider information provided at the Level One conference and any other relevant documents or information the Level One administrator believes will help resolve the complaint.

Level Two

If an employee did not receive the relief requested at Level One, the employee may request the complaint be heard by a review panel to appeal the Level One decision, which shall be convened under the direction of the director of talent relations.

The appeal notice must be filed in writing within seven days of the date of the written Level One response or, if no response was received, within seven days of the Level One response deadline. The appeal notice must be filed with the director of talent relations, with a copy provided to the Level One administrator.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the review panel. The employee may request a copy of the Level One record.

The Level One record shall include:

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

Review Panel

The review panel shall consist of three impartial members who are employed by the College District in units outside the department of the grieving employee, who have been trained in reviewing and investigating complaints and grievances. The review panel shall review the Level One record, investigate the grievance, and conduct a hearing. Every effort shall be made to hold a hearing within 15 working days after the appeal notice is filed.

The hearing shall be a non-adversarial process that will review the facts and provide an opportunity for the employee to present his or her position fully and thoroughly. The employee shall have an opportunity to present evidence and invite witnesses to appear at the

hearing; the respondent, if any, shall also have the opportunity to appear and present evidence and invite witnesses to appear at the hearing. The hearing shall be limited to the issues and documents considered at Level One. The review panel shall set reasonable time restrictions.

A written response by the review panel will be forwarded to the director of talent relations within ten days of the completion of a hearing. The written response shall set forth the basis of the decision. In reaching a decision, the review panel may consider the Level One record and information provided at the Level Two hearing. The director of talent relations shall forward the review panel response to the Level One administrator and employee within five days of receiving the response.

Level Three

If the employee did not receive the relief requested at Level Two, the employee may request a conference with the Level Three administrator to appeal the Level Two decision.

The appeal notice must be filed in writing within seven days of the date of the written Level Two response or, if no response was received, within seven days of the Level Two response deadline. The appeal notice must be filed with the director of talent relations.

After receiving notice of the appeal, the director of talent relations shall prepare and forward a record of the Level Two complaint to the Level Three administrator. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The written response issued at Level Two and any attachments.
3. All other documents relied upon by the review panel in reaching the Level Two decision.

The Level Three administrator shall schedule a conference with the employee to be held within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level Two. The Level Three administrator may set reasonable time limits for the conference.

The following provisions shall govern the review by the Level Three administrator of an appeal under this policy:

1. A decision may be remanded for further consideration upon a finding that it was not made in accordance with applicable

state or federal law, policy, or College District regulations; provided, however, that the decision should not be remanded if the procedural error was not material to the decision and therefore constituted harmless error.

2. A decision may be modified or reversed only upon a finding that the decision constituted an abuse of discretion or was made in violation of applicable state or federal law, or policy; provided, however, that the decision should not be modified or reversed if the violation of policy was not material to the decision and therefore constituted harmless error.
3. A decision should be affirmed in the absence of a finding of abuse of discretion or material violation of applicable state or federal law or institutional policies or regulations.

Notwithstanding any provision herein to the contrary, any decision may be remanded by the Level Three administrator for a resolution of the matter which is mutually acceptable to the parties or which is, in the best judgment of the Level Three administrator, a fair and equitable resolution.

The Level Three administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Three administrator may consider the Level One and Level Two records, and information provided at the Level Three conference.

Level Four

If the grievance is still unresolved and it involves an allegation of a violation of state or federal law, or a College District policy or regulation, including a violation of this policy, the grievance may be appealed to the Board. All other matters may be presented to the Board at the hearing of citizens. [See BDB]

The appeal notice must be filed in writing within ten days of the date of the written Level Three response or, if no response was received, within ten days of the Level Three response deadline. The appeal notice must be filed with the director of talent relations, with a copy provided to the Level Three administrator.

The director of talent relations shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for review by the Board. The Board shall review the complaint and appeal on the basis of the Level Three record developed by the College District.

The chief human resources officer or designee shall provide the Board with a record of the Level Three complaint and present the

Level Three record to the Board. The employee may request a copy of the Level Three record.

The Level Three record shall include:

1. The Level One record.
2. The Level Two record.
3. The written response issued at Level Three and any attachments.
4. All other documents relied upon by the Level Three administrator in reaching the Level Three decision.

The Board shall review the Level Three record in accordance with the Texas Open Meetings Act and other applicable law. The Board may ask clarifying questions regarding the Level Three record of either party. [See BDA]

The following provisions shall govern the review by the Board of an appeal under this policy:

1. A decision may be remanded for further consideration upon a finding that it was not made in accordance with applicable state or federal law, policy, or College District regulations; provided, however, that the decision should not be remanded if the procedural error was not material to the decision and therefore constituted harmless error.
2. A decision may be modified or reversed only upon a finding that the decision constituted an abuse of discretion or was made in violation of applicable state or federal law, or policy; provided, however, that the decision should not be modified or reversed if the violation of policy was not material to the decision and therefore constituted harmless error.
3. A decision should be affirmed in the absence of a finding of abuse of discretion or material violation of applicable state or federal law or institutional policies or regulations.

Notwithstanding any provision herein to the contrary, any decision may be remanded by the Board for a resolution of the matter which is mutually acceptable to the parties or which is, in the best judgment of the Board, a fair and equitable resolution.

The Board shall give notice of its decision orally or in writing at any time up to and including the next regular Board meeting that occurs at least 15 days after the notice of appeal is received. If there is no action taken by the Board during the meeting where the complaint

is on the Board meeting agenda, the Level Three response is deemed upheld.

**Maintenance of
Records**

Copies of written grievances and complaints, accompanying responses, documentation, and recordings should be maintained in accordance with the College District records retention regulations in the employee relations file within talent engagement. [See CIA and DBA]

Effective Date

This policy shall be effective as of the adoption date, August 7, 2019.

EXAMPLE

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.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An employee may initiate the formal process described below by timely filing a written complaint form.

Tenured faculty may use the College District's employee handbook for complaints dealing with tenure.

Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

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 to require a full evidentiary hearing or "mini-trial" at any level.

Complaints Against Supervisors

Complaints alleging a violation of law by a supervisor may be made to the College President or designee. Complaint forms alleging a violation of law by the College President may be submitted directly to the Board or designee.

Notice to Employees

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

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

Whistleblower complaints shall be filed within the time specified by law. Such complaints shall first be filed in accordance with Level Three, below. Timelines for the employee and the College District set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the initiation of the complaint.
[See DG]

Complaints

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

Other Complaint Processes	Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process: 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 concerning the nonrenewal of term contract employees. [See DMAB]
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.
Scheduling Conferences	The College District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to 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, Two, and Three, "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 who 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 to the College District 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 or hearing, the College District may reschedule the conference or hearing 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.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.
Complaint and Appeal Forms	Complaints and appeals under this policy shall be submitted in writing on a form provided by the College District. Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within ten days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees shall file Level One complaints with their immediate supervisor. If the only administrator who has authority to remedy the alleged problem is the Level Two or Level Three administrator, the complaint may begin at Level Two or Level Three, respectively, following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the next level administrator who has the authority to remedy the alleged problem to appeal the Level One decision.

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

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

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 and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten 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 relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may request a conference with the next level administrator who has the authority to remedy the alleged problem to appeal the Level Two decision.

The appeal notice must be filed in writing, on a form provided by the College District, within ten days after receipt of a response or, if no response was received, within ten days of the response deadline at Level Two.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two complaint to the Level Three administrator. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The written response issued at Level Two and any attachments.
3. All other documents relied upon by the Level Two administrator in reaching the Level Two decision.

The Level Three administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level Two. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level Two decision. The Level Three administrator or designee may set reasonable time limits for the conference.

The Level Three administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Three administrator may consider the Level One and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Level Three administrator believes will help resolve the complaint.

Recordings of the Level One, Level Two, and Level Three conferences, if any, shall be maintained with the Level One, Level Two, and Level Three records.

Level Four

If the employee did not receive the relief requested and has exhausted all appropriate appeals, or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the College District, within ten days after receipt of a response or, if no response was received, within ten days of the Level Three response deadline.

The College President or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The College President or designee shall provide the Board or appropriate Board committee with a record of the Level Three complaint. The employee may request a copy of the Level Three record.

The Level Three record shall include:

1. The Level One record.

2. The Level Two record.
3. The written response issued at Level Three and any attachments.
4. All other documents relied upon by the Level Three administrator in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The College District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BD]

The presiding officer may set reasonable time limits and guidelines for the presentation including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Four presentation. The Level Four presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded verbatim.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.

Supporting Documentation

Award of Proposals/ Purchases/ Purchase Renewals/ Renewals/ and Interlocal Agreements

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Items	Attached Documents
Award of Proposals	
1) Audiovisual Upgrade Active Learning Classroom	1) Summary – Terms
2) Catering Services	2) Summary – Terms
3) Childcare Services - II (Grant Funded)	3) Summary – Terms
4) Fire Suppression Systems Service	4) Summary – Terms
5) In-Store Purchase of Materials and Supplies	5) Summary – Terms
Purchases	
6) Automotive Alignment, Inspection, and Safety Training Equipment	6) Summary – Price
7) Cardiac Monitor	7) Summary – Price
8) Computers, Laptops, and Monitors	8) Summary – Price
9) Law Enforcement Vehicle	9) Summary – Price
10) Learning Management System Support Services	10) Summary – Price
11) Rental of Personal Protective Equipment for Fire Science Academy Students	11) Summary – Price
12) Training Trailer with an Adjustable Ventilation Prop, and Vent-Enter-Search Window	12) Summary – Price
Purchase Renewals	
13) Case Management and Mentoring Services	13) Summary – Price
14) Institutional Membership	14) Summary – Price
15) Intelligent Learning Platform Subscription Agreement	15) Summary – Price
16) Software License Agreement	16) Summary – Price
17) Vehicle Fuel Program	17) Summary – Price
Renewals	
18) Campus Dining and Food Trucks - Mid Valley Campus a. All Affairs and Occasions	18) N/A
19) Graduation Regalia a. Jostens, Inc.	19) N/A
20) Printing of Stationery a. UBEO, LLC /dba Copy Zone b. Slate Group	20) N/A
21) Signs, Banners, and Related Products a. FedEx Office and Print Services, Inc. b. Gateway Printing	21) N/A

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(continued)

Items	Attached Documents
c. Huntington Sky Production, Ltd. /dba Fastsigns d. Imprezos Pro Uniforms, LLC e. Promo Universal, LLC f. Slate Group g. UBEO, LLC /dba Copy Zone, Ltd.	
Interlocal Agreements 22) Facility Usage Agreements 23) Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Third Party Partnership Initiative a. Lower Rio Grande Valley Workforce Development Board, dba Workforce Solutions	22) Summary – Price 23) N/A

SOUTH TEXAS COLLEGE
1. AUDIOVISUAL UPGRADE ACTIVE LEARNING CLASSROOM
PROJECT NO. 25-26-1018

VENDOR		Audio Visual Aids	E-Logic, Inc.	NCS	Pro Audio Video, Inc. dba Pro-AV
ADDRESS		2903 N Flores St	1025 Connecticut Ave NW Suite 1000	12626 Fuqua St	1221 Pine Ave
CITY/STATE/ZIP		San Antonio, TX 78212	Washington, DC 20036	Houston, 77034	Orlando, FL 32824
PHONE		800-422-1282	202-499-7837	281-484-1777	850-667-8000
CONTACT		Ernest Mendez	Dessire Flores	Margie Teel	Danny Hill
#	Description	Proposed	Proposed	Proposed	Proposed
1	Audiovisual Upgrade Active Learning Classroom	\$ 223,690.81	\$ 409,952.46	\$ 222,564.92	\$ 254,250.00
TOTAL PROPOSAL AMOUNT		\$ 223,690.81	\$ 409,952.46	\$ 222,564.92	\$ 254,250.00
TOTAL EVALUATION POINTS		98.03	67.30	90.50	80.76
RANKING		1	4	2	3

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

SOUTH TEXAS COLLEGE
1. AUDIOVISUAL UPGRADE ACTIVE LEARNING CLASSROOM
PROJECT NO. 25-26-1018
EVALUATION SUMMARY

VENDOR		Audio Visual Aids		E-Logic, Inc.		NCS		Pro Audio Video, Inc. dba Pro-AV	
ADDRESS		2903 N Flores St		1025 Connecticut Ave NW Suite 1000		12626 Fuqua St		1221 Pine Ave	
CITY/STATE/ZIP		San Antonio, TX 78212		Washington, DC 20036		Houston, 77034		Orlando, FL 32824	
PHONE		800-422-1282		202-499-7837		281-484-1777		850-667-8000	
CONTACT		Ernest Mendez		Dessire Flores		Margie Teel		Danny Hill	
1	The purchase price. (up to 42 points)	41.78	41.78	22.8	22.8	42	42	36.76	36.76
		41.78		22.8		42		36.76	
		41.78		22.8		42		36.76	
		41.78		22.8		42		36.76	
2	The reputation of the vendor and the vendor's goods or services. (up to 15 points)	14	14.5	13	13	14	12.5	12	12.5
		15		15		12		15	
		14		12		11		11	
		15		12		13		12	
3	The quality of the vendor's goods or services. (up to 14 points)	14	14	13	13.25	12	12.5	13	13.25
		14		14		12		14	
		14		14		14		14	
		14		12		12		12	
4	The extent to which the goods or services meet the district’s needs. (up to 20 points)	20	19.75	16	16.25	16	16	17	16.25
		20		16		16		16	
		19		17		17		17	
		20		16		15		15	
5	The vendor's past relationship with the district. (up to 3 points)	3	3	2	2	2	1.5	2	2
		3		2		2		2	
		3		2		1		2	
		3		2		1		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	0	0	1	1	0	0
		0		0		1		0	
		0		0		1		0	
		0		0		1		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. (up to 5 points)	5	5	0	0	5	5	0	0
		5		0		5		0	
		5		0		5		0	
		5		0		5		0	
TOTAL EVALUATION POINTS		98.03		67.30		90.50		80.76	
RANKING		1		4		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
1. 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:

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. CATERING SERVICES
PROJECT NO. 25-26-1016

VENDOR		AC Chicken, LLC	Amaru Book Club A.B.C.	Atencion Selecta, LLC	Coastal Deli, Inc.	Cornerstone Cafe	Deliver 4 Every 1 Logistics, LLC	Pizza Properties, Inc.	Protein House	Spiced Lavender Catering
ADDRESS		3400 W Expway 83 Bldg 100 Ste	1701 Upland Dr #134	2719 Leslie St Ste 125-443	6000 S Staples St Ste 300	4307 S Conway Ave	5900 S Lake Forest Dr Ste 300	4445 N Mesa St Ste 100	5800 N 10th St Ste 130	7908 Adobe Dr
CITY/STATE/ZIP		McAllen, TX 78501	Houston, TX 77043	Edinburg, TX 78539	Corpus Christi, TX 78413	Mission, TX 78572	McKinney, TX 75070	El Paso, TX 79902	McAllen, TX 78504	Fort Worth, TX 76123
PHONE		(956)821-3864	(832)648-8891	(956)289-6530		(956)445-3445	(844)744-4088	(915)541-8242		(682)622-9644
CONTACT		Alvie Britton	Penny Wyatt	Rodolfo Sanchez-Rendon	Robert Becquet	Maria Ravelo-Wissinger	Justice Agvare	Laura Ostos	Claudia Licona	Nina Sagoo
#	Description	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed
Breakfast Items - Per Person										
1	Buffet Style		\$8.00 - \$20.00	\$15.00 - \$25.00	\$3.05 - \$15.00	\$4.99 - \$8.99	\$12.75 - \$15.00		\$6.00 - \$11.00	\$23.00 - \$40.00
2	Plated Meal		\$9.00 - \$22.00	\$20.00 - \$40.00		\$10.99 - \$12.99	\$13.50 - \$16.00		\$10.00 - \$13.00	\$40.00 - \$100.00
3	Other Menu Items		\$5.00 - \$35.00	\$3.50 - \$10.00		\$3.99 - \$7.99	\$9.00 - \$11.00		\$8.00 - \$13.00	\$20.00 - \$40.00
Lunch Items - Per Person										
4	Buffet Style	\$14.00 - \$22.50	\$10.00 - \$24.00	\$15.00 - \$25.00	\$6.59 - \$15.99	\$6.99 - \$9.99	\$18.90 - \$21.00	\$9.29 - \$12.04	\$4.00 - \$12.00	\$25.00 - \$40.00
5	Plated Meal		\$10.00 - \$24.00	\$20.00 - \$40.00		\$10.99 - \$12.99	\$19.50 - \$24.00		\$8.00 - \$13.00	\$40.00 - \$100.00
6	Boxed Meal	\$13.75 - \$19.00	\$10.00 - \$18.00	\$15.00 - \$25.00	\$6.59 - \$15.99	\$7.99 - \$10.99	\$15.50 - \$18.00	\$3.99 - \$15.99	\$8.00 - \$13.00	\$20.00 - \$30.00
7	Other Menu Items		\$5.00 - \$35.00	\$10.00 - \$20.00		\$5.99 - \$11.99	\$8.10 - \$10.00	\$5.99 - \$8.89	\$8.00 - \$11.00	\$15.00 - \$30.00
Dinner Items - Per Person										
8	Buffet Style	\$14.00 - \$19.00	\$10.00 - \$25.00	\$15.00 - \$25.00	\$6.59 - \$15.99	\$11.99 - \$13.99	\$20.75 - \$24.00		\$4.00 - \$12.00	\$25.00 - \$40.00
9	Plated Meal		\$10.00 - \$30.00	\$20.00 - \$40.00		\$14.99 - \$19.99	\$22.00 - \$27.00		\$8.00 - \$13.00	\$40.00 - \$100.00
10	Other Menu Items		\$5.00 - \$35.00	\$10.00 - \$20.00		\$7.99 - \$12.99	\$9.00 - \$12.00	\$3.99 - \$15.99	\$8.00 - \$12.00	\$15.00 - \$30.00
Food Trays - Per Tray										
11	Food Trays (Serves 25)	\$45.00	\$225.00	\$250.00	\$42.00	\$45.00	\$175.00		\$100.00	\$250.00
Beverages - Per Gallon										
12	Beverages (Non-alcoholic)	\$12.50	\$20.00	\$50.00	\$6.89	\$9.99	\$18.00		\$20.00	\$5.00
Linens - Per Each										
13	Buffet Linens		\$25.00	\$15.00			\$15.00			\$15.00
14	Banquet Linens		\$30.00	\$20.00			\$20.00			\$15.00
Labor/Staff - Per Each										
15	Labor/Staff/Waitperson	\$35.00	\$30.00	\$75.00	\$20.00	\$20.00	\$25.00		\$9.00	\$30.00
Delivery Charges - Per Delivery										
16	Delivery Charges	\$30.00	\$100.00	\$25.00	\$10.00	\$5.00		\$0.00	\$30.00	\$150.00
Escalation - Percentage										
2nd Year Escalation		0%	3%	3%	0%	5%	3%	2%	5%	5%
3rd Year Escalation		0%	3%	3%	0%	7%	3%	2%	5%	5%

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

SOUTH TEXAS COLLEGE
3. CHILDCARE SERVICES - II (GRANT FUNDED)
PROJECT NO. 25-26-1020

#	CONTACT	BUSINESS NAME	PHYSICAL ADDRESS	CITY/STATE	ZIP	PHONE
1	Laura Garcia	Instituto Victoria, LLC	2708 Los Lagos Dr Ste A9	Edinburg, TX	78542	(956) 900-3086
2	Angela D Perez	New Beginnings Preschool	1600 W Canton Rd	Edinburg, TX	78539	(956) 513-8222
3	Melissa Ochoa	Busy Bee Beehive Learning Center	601 W Edinburg Ave	Elsa, TX	78543	(956) 567-2115
4	Oxmara Barrera	The Edutainment Zone 3	2200 S 10 St Ste F14A	McAllen, TX	78501	(956) 713-5307
5	Sonia D Gomez	Axol Institute, LLC	912 N 29 St. Apt 1	McAllen, TX	78501	(956) 683-5012
6	Jennifer Saucedo		10901 N 30th St	McAllen, TX	78504	(956) 400-8710
7	Carmen Villaurrutia	Rhema's Learning Center	2402 Buddy Owens Ave	McAllen, TX	78504	(956) 682-3933
8	Mayra Solis	Seed to Bloom Learning Center ***	3612 SH-107 Ste 205	McAllen, TX	78504	(956) 252-0788
9	Esteban Gomez	Colegio Bilingue Trinidad	1605 E Expressway 83 Ste A	Mission, TX	78572	(956) 584-2281
10	Anita Luna	Over the Moon Learning Institute, LLC	7602 W Expressway 83	Mission, TX	78576	(956) 205-2869
11	Maria Gonzalez	Stepping Stones	1607 E Griffin Parkway	Mission, TX	78573	(956) 424-9700
12	Oxmara Barrera	The Edutainment Zone 4	3009 N Conway Ave Ste 6	Mission, TX	78574	(956) 713-5307
13	Baldemar Garcia	Go-Go Kids Learning Academy	912 E Nolana Ste J&K	Pharr, TX	78577	(956) 342-5815
14	Jessica Elizondo	Boo Boo's Learning Center	805 N Cage Blvd Ste P	Pharr, TX	78577	(956) 715-8774
15	Jose R Salinas Dehesa	Magic Kidz Academy, LLC	608 S Cage Blvd Ste A	Pharr, TX	78577	(956) 787-7837
16	Reyna Canto	Royal Education Center, LLC	2001 S Jackson Rd	Pharr, TX	78577	(956) 666-9011
17	Oxmara Barrera	The Edutainment Zone, LLC	201 S San Antonio St	Rio Grande City, TX	78582	(956) 713-5307
18	Oxmara Barrera	The Edutainment Zone 5, LLC	6580 Rio Panico St Ste 2	Rio Grande City, TX	78572	(956) 713-5307
19	Oxmara Barrera	The Edutainment Zone 2, LLC	689 E Grant St	Roma, TX	78584	(956) 566-8110
20	Melva Segura	Alpha Kids Early Learning Center LLC	901 E 6th St Suite #5	Weslaco, TX	78596	(956) 375-2166

The Director of Purchasing has reviewed all the responses.

*** Vendor did not provide the required documentation.

SOUTH TEXAS COLLEGE
4. FIRE SUPPRESSION SYSTEMS SERVICE
PROJECT NO. 25-26-1012

VENDOR	1st FP McAllen, LLC			Allied Fire Protection LLC			API Group Life Safety USA LLC/ dba Western States Fire Protection Company			EI Fire & Safety, Inc.		
ADDRESS	2053 Industrial Dr			700 E Beech Ave			2601 E Expwy 83 Ste A			PO Box 5158		
CITY/STATE/ZIP	McAllen, TX 78504			McAllen, TX 78501			Donna, TX 78537			Mission, TX 78573		
PHONE	956-682-3473			956-328-5305			956-246-2265			956-451-8304		
CONTACT	Pete Diamond			Cristian Munoz Luna			Jennifer Cooper			Fernando Rodriguez		
Description	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Fire Alarm Panels Inspections												
Pecan Plaza							\$2,689.00	\$2,689.00	\$2,689.00	\$850.00	\$850.00	\$850.00
Pecan Campus							\$16,252.00	\$16,252.00	\$16,252.00	\$3,950.00	\$3,950.00	\$3,950.00
Nursing and Allied Health Campus							\$3,627.00	\$3,627.00	\$3,627.00	\$880.00	\$880.00	\$880.00
Technology Campus							\$6,341.00	\$6,341.00	\$6,341.00	\$1,750.00	\$1,750.00	\$1,750.00
Mid Valley Campus							\$9,726.00	\$9,726.00	\$9,726.00	\$3,000.00	\$3,000.00	\$3,000.00
Starr County Campus							\$6,312.00	\$6,312.00	\$6,312.00	\$2,000.00	\$2,000.00	\$2,000.00
Regional Center for Public Safety Excellence							\$954.00	\$954.00	\$954.00	\$1,200.00	\$1,200.00	\$1,200.00
Totals:							\$45,901.00	\$45,901.00	\$45,901.00	\$13,630.00	\$13,630.00	\$13,630.00
Fire Alarm Panels Repairs												
Per Hour Weekdays							\$95.00	\$95.00	\$95.00	\$55.00	\$55.00	\$55.00
Per Hour Weekends and Holidays							\$142.00	\$142.00	\$142.00	\$75.00	\$75.00	\$75.00
Per Hour Travel							\$95.00	\$95.00	\$95.00	\$35.00	\$35.00	\$35.00
Per Mile							\$0.50	\$0.50	\$0.50	\$0.00	\$0.00	\$0.00
Total							\$332.50	\$332.50	\$332.50	\$165.00	\$165.00	\$165.00
Kitchen Hoods Inspections (2 per year)												
Pecan Campus Cafeteria	\$924.00	\$924.00	\$924.00				\$1,936.00	\$1,936.00	\$1,936.00	\$380.00	\$380.00	\$380.00
Pecan Campus Culinary Kitchen	\$924.00	\$924.00	\$924.00				\$886.00	\$886.00	\$886.00	\$380.00	\$380.00	\$380.00
Technology Campus Cafeteria	\$924.00	\$924.00	\$924.00				\$850.00	\$850.00	\$850.00	\$380.00	\$380.00	\$380.00
Mid Valley Campus Cafeteria	\$924.00	\$924.00	\$924.00				\$2,550.00	\$2,550.00	\$2,550.00	\$380.00	\$380.00	\$380.00
Mid Valley Culinary Kitchen	\$924.00	\$924.00	\$924.00				\$2,550.00	\$2,550.00	\$2,550.00	\$380.00	\$380.00	\$380.00
Starr County Campus Cafeteria	\$924.00	\$924.00	\$924.00				\$1,700.00	\$1,700.00	\$1,700.00	\$380.00	\$380.00	\$380.00
Nursing and Allied Health Campus Cafeteria	\$924.00	\$924.00	\$924.00				\$1,700.00	\$1,700.00	\$1,700.00	\$380.00	\$380.00	\$380.00
Total	\$6,468.00	\$6,468.00	\$6,468.00				\$12,172.00	\$12,172.00	\$12,172.00	\$2,660.00	\$2,660.00	\$2,660.00
Kitchen Hood Repairs												
Per Hour Weekdays	\$70.00	\$70.00	\$70.00				\$95.00	\$95.00	\$95.00	\$55.00	\$55.00	\$55.00
Per Hour Weekends and Holidays	\$100.00	\$100.00	\$100.00				\$142.50	\$142.50	\$142.50	\$75.00	\$75.00	\$75.00
Per Hour Travel	\$65.00	\$65.00	\$65.00				\$95.00	\$95.00	\$95.00	\$35.00	\$35.00	\$35.00
Per Mile							\$0.50	\$0.50	\$0.50	\$0.00	\$0.00	\$0.00
Total	\$235.00	\$235.00	\$235.00				\$333.00	\$333.00	\$333.00	\$165.00	\$165.00	\$165.00
Fire Sprinkler Inspections												
Pecan Campus	\$175.00	\$175.00	\$175.00	\$7,775.00	\$7,775.00	\$7,775.00	\$4,550.00	\$4,550.00	\$4,550.00			
Pecan Plaza	\$175.00	\$175.00	\$175.00	\$325.00	\$325.00	\$325.00	\$410.00	\$410.00	\$410.00			
Nursing and Allied Health Center	\$175.00	\$175.00	\$175.00	\$1,885.00	\$1,885.00	\$1,885.00	\$1,449.00	\$1,449.00	\$1,449.00			
Technology Center	\$175.00	\$175.00	\$175.00	\$2,795.00	\$2,795.00	\$2,795.00	\$1,449.00	\$1,449.00	\$1,449.00			
Mid Valley Campus	\$175.00	\$175.00	\$175.00	\$3,736.00	\$3,736.00	\$3,736.00	\$4,705.00	\$4,705.00	\$4,705.00			
Starr Campus	\$175.00	\$175.00	\$175.00	\$3,560.00	\$3,560.00	\$3,560.00	\$4,805.00	\$4,805.00	\$4,805.00			
Regional Center for Public Safety Excellence	\$175.00	\$175.00	\$175.00	\$200.00	\$200.00	\$200.00	\$410.00	\$410.00	\$410.00			
Total	\$1,225.00	\$1,225.00	\$1,225.00	\$20,276.00	\$20,276.00	\$20,276.00	\$17,778.00	\$17,778.00	\$17,778.00			
Fire Sprinkler Repairs												
Per Hour Weekdays	\$85.00	\$85.00	\$85.00				\$76.00	\$76.00	\$76.00			
Per Hour Weekends and Holidays	\$127.50	\$127.50	\$127.50				\$110.00	\$110.00	\$110.00			
Per Hour Travel							\$75.00	\$75.00	\$75.00			
Per Mile							\$0.50	\$0.50	\$0.50			
Total	\$212.50	\$212.50	\$212.50				\$261.50	\$261.50	\$261.50			
Clean Agent Fire Suppression System Inspections (2 per year)												
2501 Pecan Plaza												
Cheerish XI, FE-25 Chemical	\$4,360.00	\$4,360.00	\$4,360.00				\$1,980.00	\$1,980.00	\$1,980.00			
Pecan Campus Bldg M	\$4,360.00	\$4,360.00	\$4,360.00				\$3,960.00	\$3,960.00	\$3,960.00			
Notifier AFP-199												
Total	\$8,720.00	\$8,720.00	\$8,720.00				\$5,940.00	\$5,940.00	\$5,940.00			
Fire Extinguishers Inspections												
Dry Chemical							\$1,604.00	\$1,604.00	\$1,604.00	\$1.50	\$1.50	\$1.50
CO2							\$1,604.00	\$1,604.00	\$1,604.00	\$1.50	\$1.50	\$1.50
Total							\$3,208.00	\$3,208.00	\$3,208.00	\$3.00	\$3.00	\$3.00
Fire Extinguishers Hydro Testing												
Dry Chemical										\$10.50	\$10.50	\$10.50
CO2										\$14.50	\$14.50	\$14.50
Total										\$25.00	\$25.00	\$25.00
Fire Extinguishers Recharge												
2 1/2# ABC BC PK										\$5.00	\$5.00	\$5.00
5# ABC BC PK										\$8.00	\$8.00	\$8.00
10# ABC BC PK										\$15.00	\$15.00	\$15.00
20# ABC BC PK										\$19.00	\$19.00	\$19.00
15# ABC BC PK										\$19.00	\$19.00	\$19.00
1.5# Wet Chemical										\$10.00	\$10.00	\$10.00
Service Charge After Hours (After 5PM weekdays)										\$25.00	\$25.00	\$25.00
Total										\$101.00	\$101.00	\$101.00
Summary of Costs (3 Year)												
Fire Alarm Panels Inspections							\$137,703.00			\$40,890.00		
Fire Alarm Repairs							\$997.50			\$495.00		
Kitchen Hoods Inspections (2 per year)	\$19,404.00						\$36,516.00			\$7,980.00		
Kitchen Hood Repairs	\$705.00						\$999.00			\$495.00		
Fire Sprinkler Inspections	\$3,675.00			\$60,828.00			\$163,334.00					
Fire Sprinkler Repairs	\$637.50						\$784.50					
Clean Agent Fire Suppression System Inspections	\$26,160.00						\$17,820.00					
Fire Extinguishers Inspection Rates							\$9,624.00			\$9.00		
Hydro Test Rates										\$75.00		
Recharge Rates										\$303.00		
TOTAL EVALUATION POINTS	90.32			58.99			72.33			86.99		
RANKING	1			6			5			2		

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

SOUTH TEXAS COLLEGE
4. FIRE SUPPRESSION SYSTEMS SERVICE
PROJECT NO. 25-26-1012

VENDOR	Ellimac Solutions, LLC			Luis A. Grimaldo/ dha Strongline Security & Fire			Security International, Inc.			Siemens Industry, Inc.		
ADDRESS	4429 Beck Drive			3701 Jesenia St			11500 N 10th St			12001 Network Blvd Ste 318		
CITY/STATE/ZIP	Richardson, TX 75082			San Juan, TX 78589			McAllen, TX 78504			San Antonio, TX 78249		
PHONE	972-977-9594			956-800-7707			956-381-6655			210-865-4135		
CONTACT	Camille Bryant			Luis A. Grimaldo			Tanya Wchopen			Jim Knight		
Description	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Fire Alarm Panels Inspections												
Pecan Plaza	\$2,967.00	\$2,967.00	\$2,967.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,505.40	\$1,505.40	\$1,505.40	\$7,610.42	\$8,028.99	\$8,470.59
Pecan Campus	\$17,870.00	\$17,870.00	\$17,870.00	\$6,650.00	\$6,650.00	\$6,650.00	\$11,687.00	\$11,687.00	\$11,687.00	\$31,131.02	\$32,843.23	\$34,649.60
Nursing and Allied Health Campus	\$3,988.00	\$3,988.00	\$3,988.00	\$2,450.00	\$2,450.00	\$2,450.00	\$4,058.60	\$4,058.60	\$4,058.60	\$12,593.73	\$13,286.39	\$14,017.14
Technology Campus	\$6,972.00	\$6,972.00	\$6,972.00	\$2,450.00	\$2,450.00	\$2,450.00	\$4,217.20	\$4,217.20	\$4,217.20	\$13,808.80	\$14,568.28	\$15,369.54
Mid Valley Campus	\$10,694.00	\$10,694.00	\$10,694.00	\$4,550.00	\$4,550.00	\$4,550.00	\$7,555.60	\$7,555.60	\$7,555.60	\$21,480.90	\$22,662.35	\$23,908.78
Starr County Campus	\$6,941.00	\$6,941.00	\$6,941.00	\$4,900.00	\$4,900.00	\$4,900.00	\$4,066.40	\$4,066.40	\$4,066.40	\$14,156.77	\$14,635.39	\$15,756.84
Regional Center for Public Safety Excellence	\$1,050.00	\$1,050.00	\$1,050.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,800.00	\$1,800.00	\$1,800.00	\$5,696.52	\$6,009.82	\$6,340.36
Totals:	\$50,482.00	\$50,482.00	\$50,482.00	\$23,450.00	\$23,450.00	\$23,450.00	\$34,890.20	\$34,890.20	\$34,890.20	\$106,478.16	\$112,034.45	\$118,512.85
Fire Alarm Panels Repairs												
Per Hour Weekdays	\$105.00	\$105.00	\$105.00	\$65.00	\$65.00	\$65.00	\$120.00	\$120.00	\$120.00	\$180.00	\$190.00	\$200.00
Per Hour Weekends and Holidays	\$157.00	\$157.00	\$157.00	\$85.00	\$85.00	\$85.00	\$180.00	\$180.00	\$180.00	\$265.00	\$280.00	\$295.00
Per Hour Travel	\$105.00	\$105.00	\$105.00	\$40.00	\$40.00	\$40.00	\$50.00	\$50.00	\$50.00			
Per Mile	\$0.50	\$0.50	\$0.50									
Total	\$367.50	\$367.50	\$367.50	\$190.00	\$190.00	\$190.00	\$350.00	\$350.00	\$350.00	\$445.00	\$470.00	\$495.00
Kitchen Hoods Inspections (2 per year)												
Pecan Campus Cafeteria	\$2,130.00	\$2,130.00	\$2,130.00							\$915.76	\$966.12	\$1,019.26
Pecan Campus Culinary Kitchen	\$976.00	\$976.00	\$976.00							\$457.88	\$483.06	\$509.64
Technology Campus Cafeteria	\$936.00	\$936.00	\$936.00							\$856.46	\$903.56	\$953.26
Mid Valley Campus Cafeteria	\$2,804.00	\$2,804.00	\$2,804.00							\$1,496.76	\$1,579.08	\$1,665.94
Mid Valley Culinary Kitchen	\$2,804.00	\$2,804.00	\$2,804.00							\$1,496.76	\$1,579.08	\$1,665.94
Starr County Campus Cafeteria	\$1,870.00	\$1,870.00	\$1,870.00							\$1,096.48	\$1,156.78	\$1,220.40
Nursing and Allied Health Campus Cafeteria	\$1,870.00	\$1,870.00	\$1,870.00							\$1,076.52	\$1,135.72	\$1,198.20
Total	\$13,390.00	\$13,390.00	\$13,390.00							\$7,396.62	\$7,803.40	\$8,232.64
Kitchen Hood Repairs												
Per Hour Weekdays	\$95.00	\$95.00	\$95.00							\$180.00	\$190.00	\$200.00
Per Hour Weekends and Holidays	\$142.50	\$142.50	\$142.50							\$265.00	\$280.00	\$295.00
Per Hour Travel	\$95.00	\$95.00	\$95.00									
Per Mile			\$0.50									
Total	\$332.50	\$332.50	\$333.00							\$445.00	\$470.00	\$495.00
Fire Sprinkler Inspections												
Pecan Campus	\$5,003.00	\$5,003.00	\$5,003.00							\$8,757.85	\$9,239.53	\$9,747.71
Pecan Plaza	\$451.00	\$451.00	\$451.00							\$1,579.00	\$1,665.85	\$1,757.47
Nursing and Allied Health Center	\$1,594.00	\$1,594.00	\$1,594.00							\$4,349.42	\$4,588.64	\$4,841.01
Technology Center	\$1,594.00	\$1,594.00	\$1,594.00							\$4,283.67	\$4,519.27	\$4,767.83
Mid Valley Campus	\$5,174.00	\$5,174.00	\$5,174.00							\$5,254.12	\$5,543.10	\$5,847.97
Starr Campus	\$5,284.00	\$5,284.00	\$5,284.00							\$5,844.72	\$6,166.18	\$6,505.32
Regional Center for Public Safety Excellence	\$451.00	\$451.00	\$451.00							\$1,200.33	\$1,266.35	\$1,336.00
Total	\$19,551.00	\$19,551.00	\$19,551.00							\$31,269.11	\$32,988.92	\$34,803.31
Fire Sprinkler Repairs												
Per Hour Weekdays	\$84.00	\$84.00	\$84.00							\$180.00	\$190.00	\$200.00
Per Hour Weekends and Holidays	\$121.00	\$121.00	\$121.00							\$265.00	\$280.00	\$295.00
Per Hour Travel	\$83.00	\$83.00	\$83.00									
Per Mile	\$0.50	\$0.50	\$0.50									
Total	\$288.50	\$288.50	\$288.50							\$445.00	\$470.00	\$495.00
Clean Agent Fire Suppression System Inspections (2 per year)												
2501 Pecan Plaza	\$2,178.00	\$2,178.00	\$2,178.00				\$1,700.00	\$1,700.00	\$1,700.00	\$7,970.00	\$8,408.36	\$8,870.80
Cheerh Xi, FE-25 Chemical												
Pecan Campus Bldg M	\$4,356.00	\$4,356.00	\$4,356.00				\$2,400.00	\$2,400.00	\$2,400.00	\$3,496.00	\$3,688.28	\$3,891.14
Notifier AFP-199							\$4,100.00	\$4,100.00	\$4,100.00	\$11,466.00	\$12,096.64	\$12,761.94
Total	\$6,534.00	\$6,534.00	\$6,534.00				\$4,100.00	\$4,100.00	\$4,100.00	\$11,466.00	\$12,096.64	\$12,761.94
Fire Extinguishers Inspections												
Dry Chemical	\$1,766.00	\$1,766.00	\$1,766.00							\$9.12	\$9.62	\$10.15
CO2	\$1,766.00	\$1,766.00	\$1,766.00							\$9.12	\$9.62	\$10.15
Total	\$3,532.00	\$3,532.00	\$3,532.00							\$18.24	\$19.24	\$20.30
Fire Extinguishers Hydro Testing												
Dry Chemical										\$37.50	\$39.56	\$41.74
CO2										\$141.67	\$149.46	\$157.68
Total										\$179.17	\$189.02	\$199.42
Fire Extinguishers Recharge												
2 1/2# ABC BC PK										\$20.83	\$21.98	\$23.18
5# ABC BC PK										\$37.50	\$39.56	\$41.74
10# ABC BC PK										\$54.17	\$57.12	\$60.26
20# ABC BC PK										\$70.83	\$74.73	\$78.84
15# ABC BC PK										\$65.83	\$69.45	\$73.27
1.5# Wet Chemical												
Service Charge After Hours (After 5PM weekdays)										\$75.00	\$79.13	\$83.48
Total										\$324.16	\$341.97	\$360.77
Summary of Costs (3 Year)												
Fire Alarm Panels Inspections	\$151,446.00			\$70,350.00			\$104,669.80			\$337,025.46		
Fire Alarm Repairs	\$1,102.50			\$570.00			\$1,050.00			\$1,410.00		
Kitchen Hoods Inspections (2 per year)	\$40,170.00									\$23,432.66		
Kitchen Hood Repairs	\$998.00									\$1,410.00		
Fire Sprinkler Inspections	\$58,653.00									\$99,061.34		
Fire Sprinkler Repairs	\$865.50									\$1,410.00		
Clean Agent Fire Suppression System Inspections	\$19,602.00						\$12,300.00			\$36,324.58		
Fire Extinguishers Inspection Rates	\$10,596.00									\$57.78		
Hydro Test Rates										\$567.61		
Recharge Rates										\$1,026.90		
TOTAL EVALUATION POINTS	57.66			85.66			75.66			57.99		
RANKING	8			3			4			7		

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

SOUTH TEXAS COLLEGE
4. FIRE SUPPRESSION SYSTEMS SERVICE
PROJECT NO. 25-26-1012
EVALUATION SUMMARY

VENDOR		1st FP McAllen, LLC		Allied Fire Protection, LLC		Api Group Life Safety USA, LLC/ dba Western States Fire Protection Company		EI Fire & Safety, Inc.		Ellimac Solutions, LLC		Luis A. Grimaldo/dba Strongline Security & Fire		Security International, Inc.		Siemens Industry, Inc.	
ADDRESS		2053 Industrial Dr		700 E Beech Ave		2601 E Expwy 83 Ste A		PO Box 5158		4429 Beck Drive		3701 Jesenia St		11500 N 10th St		12001 Network Blvd Ste 318	
CITY/STATE/ZIP		McAllen, TX 78504		McAllen, TX 78501		Donna, TX 78537		Mission, TX 78573		Richardson, TX 75082		San Juan, TX 78589		McAllen, TX 78504		San Antonio, TX 78249	
PHONE		956-682-3473		956-328-5305		956-246-2265		956-451-8304		972-977-9594				210-865-4135		956-246-2265	
CONTACT		Pete Desmond		Cristian Munoz Luna		Jennifer Cooper		Fernando Rodriguez		Camille Bryant		Luis A. Grimaldo		Jim Knight		Jennifer Cooper	
1	The purchase price. (up to 37 points)	32	32	12	12	27	27	37	37	22	22	32	32	27	27	17	17
		32		12		27		37		22		32		27		17	
		32		12		27		37		22		32		27		17	
2	The reputation of the vendor and of the vendor's goods and/or services. (up to 18 points)	15	16.33	9	12.33	11	13	16	14.66	5	5	15	16	15	14.66	10	13
		16		14		14		13		5		15		14		14	
		18		14		14		15		5		18		15		15	
3	The quality of the vendor's goods and/or services. (up to 16 points)	15	15	13	12	10	11	13	12	9	10.66	13	14	10	11	9	12
		14		13		13		12		13		13		13		13	
		16		10		10		11		10		16		10		14	
4	The extent to which the vendor's goods or services meet the college's needs. (up to 15 points)	11	13.33	10	10.66	10	9.33	11	11	6	7	6	11	11	11	7	10
		14		11		11		11		8		12		11		11	
		15		11		7		11		7		15		11		12	
5	The vendor's past relationship with the College. (up to 3 points)	2	2.66	2	2	2	2	2	2.33	2	2	2	2.66	2	2	2	2.33
		3		3		2		3		2		3		2		3	
		3		1		2		2		2		3		2		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)	1	1	0	0	0	0	0	0	1	1	0	0	0	0	0	0
		1		0		0		0		1		0		0		0	
		1		0		0		0		1		0		0		0	
7	The total long-term cost to the college to acquire the vendor's goods or services. (up to 5 points)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	3	3.66
		5		5		5		5		5		5		5		5	
		5		5		5		5		5		5		5		5	
8	For a contract for goods and services, other than goods and services related to telecommunication and information materials, whether the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employees 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	0	0
		5		5		5		5		5		5		5		0	
		5		5		5		5		5		5		5		0	
TOTAL EVALUATION POINTS		90.32		58.99		72.33		86.99		57.66		85.66		75.66		57.99	
RANKING		1		6		5		2		8		3		4		7	

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

SOUTH TEXAS COLLEGE
4. 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	15-18 10-14 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

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. IN-STORE PURCHASE OF MATERIAL AND SUPPLIES
PROJECT NO. 25-26-1017

VENDOR		Gateway Printing & Office Supply, Inc.	Hobby Lobby Stores, Inc.	Testimony Ventures, LLC	TS Goods, Inc. DBA Mary Mack's	Wal Mart
ADDRESS		315 S. Closner	7707 SW 44th St	1410 Niagara Falls Ct	214 Armory Rd.	2410 E Exp 83
CITY/STATE		Edinburg, TX 78539	Oklahoma City, OK 73179	Arlington, TX 76002	Clinton, NC 28328	Mission, TX 78572
PHONE		(956) 383-3861	(877) 303-4938	(817) 323-7657	(910) 236-0187	(956) 380-3393
CONTACT		Chris Diaz	Mindy Hines	Oyinlola Alabi	Jennifer Naylor	SJ Villarreal
#	Description	Proposed	Proposed	Proposed	Proposed	Proposed
Discount						
1	Year 1 - Percent Discount from Shelf Price	0% - 27%	10% Discount on In-Store Shelf Pricing Only	0.2%	10%	0%
2	Year 2 - Percent Discount from Shelf Price	0% - 27%	10% Discount on In-Store Shelf Pricing Only	0.2%	10%	0%
3	Year 3 - Percent Discount from Shelf Price	0% - 27%	10% Discount on In-Store Shelf Pricing Only	0.2%	10%	0%

The Director of Purchasing has reviewed all the responses.

SOUTH TEXAS COLLEGE
6. AUTOMOTIVE ALIGNMENT, INSPECTION, AND SAFETY TRAINING
EQUIPMENT

VENDOR			PSI JF Petroleum Group Inc./ dba JF Petroleum Group	
ADDRESS			3702 S Expressway 281	
CITY/STATE/ZIP			Edinburg, TX 78542	
PHONE			(956) 458-4627	
CONTACT			James McNeil	
#	Qty	Description	Unit Price	Extension
1	2	AlignLights system for K model racks -Bright and efficient LED light source underneath the vehicle	\$ 1,258.77	\$ 2,517.54
2	2	14,000Lbs Premium Scissor Rack, Long Deck	\$ 45,466.71	\$ 90,933.42
3	1	Surcharge (Imposed by Manufacturer)	\$ 2,750.26	\$ 2,750.26
4	1	Freight	\$ 5,892.36	\$ 5,892.36
TOTAL AMOUNT			\$ 102,093.58	

**SOUTH TEXAS COLLEGE
7. CARDIAC MONITOR**

VENDOR			Stryker Sales, LLC	
ADDRESS			21343 Network Place	
CITY/STATE/ZIP			Chicago, IL 60673	
PHONE			(210) 884-0891	
CONTACT			Jack Scarborough	
#	Qty	Description	Unit Price	Extension
1	1	LifePak 35 Monitor/Defibulator	\$ 53,100.00	\$ 53,100.00
2	1	LifePak FLEX Battery Charger	\$ 2,553.00	\$ 2,553.00
3	1	LifePak Printer Kit	\$ 2,550.30	\$ 2,550.30
4	2	LifePak FLEX Lithium-Ion Battery	\$ 850.10	\$ 1,700.20
5	1	LifePak 35 Storage Bag Kit	\$ 510.06	\$ 510.06
6	1	Shoulder Strap	\$ 36.77	\$ 36.77
7	1	LifePak 3-wire extended precordial ECG cable	\$ 102.01	\$ 102.01
8	1	Reusable Cuff, Infant, 8-14 cm	\$ 19.55	\$ 19.55
9	1	Reusable Cuff, Pediatric, 13-20 cm	\$ 22.48	\$ 22.48
10	1	NIBP Tubing, Straight, 1.8 m (6 ft)	\$ 68.71	\$ 68.71
11	1	15-Lead Patient Simulator (QUIK-COMBO)	\$ 1,275.15	\$ 1,275.15
12	1	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	\$ 533.40	\$ 533.40
13	1	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	\$ 586.80	\$ 586.80
14	1	LifePak Invasive Pressure Adapter Cable, 2.44 m (8 ft), Edwards	\$ 1,020.12	\$ 1,020.12
15	1	LifePak Temperature Adapter Cable, 1.8 m (6 ft)	\$ 977.62	\$ 977.62
16	1	AC Power Cord	\$ 69.74	\$ 69.74
17	1	EMS Pro Tier 1: <5,000 annual run volume. Includes: device set up tools, asset management, transmission connectivity, ePCR integration, LIFENET Care app and browser access for communication, live streaming and post event analytic tools.	\$ 518.00	\$ 518.00
18	1	Shipping and Handling	\$ 1,144.77	\$ 1,144.77
TOTAL AMOUNT			\$	66,788.68

SOUTH TEXAS COLLEGE
8. DISTRICT-WIDE TECHNOLOGY REQUEST
OCTOBER 28, 2025

#	Qty	Description	Unit Price	Extension	Requesting Department
COMPUTERS					
1	21	Dell Pro Max Tower T2 CTO Base, Intel Core Ultra 7, 64GB Memory, 512GB Hard Drive, (4) 24" Monitor, Warranty	\$ 2,556.52	\$ 53,686.99	Javier Reyes - Architectural & Engineering Design Technology Program/Surveying and Geospatial Technology Program Replacement of out-of-warranty systems for student lab
2	4	Dell Pro Micro Plus QBM1250, Intel Core Ultra 7 265, 16GB Memory 512GB Hard Drive, Warranty	\$ 1,160.00	\$ 4,640.00	Yolanda Martinez - Educational Technology Maintenance and Replacement Replacement of out-of-warranty systems for student digital signage
3	73	Dell Pro Tower QCT1250, Intel Core i5-14500, 32GB Memory 512GB Hard Drive, Warranty	\$ 898.71	\$ 65,605.83	Saeed Molki - Computer Science Program Replacement of out-of-warranty systems for student lab
4	2	Dell Pro Tower QCT1250, Intel Core i5-14500, 32GB Memory 512GB Hard Drive, Warranty	\$ 898.71	\$ 1,797.42	Jose Olivares - Business Administration Program Replacement of out-of-warranty systems for department faculty
5	6	Dell Pro Micro Plus QBM1250, Intel Core Ultra 7 265, 16GB Memory 512GB Hard Drive, (9) 24" Monitors, (10) Lithium Batteries, Warranty	\$ 1,719.48	\$ 10,316.90	Johnny Barboza - Campus Police Replacement of out-of-warranty systems for department staff
6	5	Dell Pro Micro Plus QBM1250, Intel Core Ultra 7 265, 16GB Memory, 512 Hard Drive, (5) Vesa Mounts, (34) Keyboard and Mouse, (5) USB Hubs, Warranty	\$ 1,695.67	\$ 8,478.36	Jesus Campos - Technology, Information, and Planning Services Replacement of out-of-warranty systems for department faculty
Computers Total:				\$ 144,525.50	
LAPTOPS					
7	1	Dell Pro Laptop Max 16" Plus XTO Base, Intel Core Ultra 7, 32GB Memory 512GB Hard Drive, Briefcase, Warranty	\$ 2,525.74	\$ 2,525.74	Saeed Molki - Computer Science Program Replacement of out-of-warranty system for department faculty
8	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Keyboard and Mouse, Docking Station, Warranty	\$ 1,414.06	\$ 1,414.06	Margo Vargas-Ayala - Dental Hygiene Program New system for new department staff
9	2	Dell Pro Laptop 14 Plus, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Docking Station, Warranty	\$ 1,375.20	\$ 2,750.40	Lazaro Barroso - College Connections New systems for new department staff
10	4	Dell Pro Laptop 14 Plus, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Docking Station, Warranty	\$ 1,375.20	\$ 5,500.80	Lazaro Barroso - College Connections Replacement of out-of-warranty systems for department staff
11	1	Dell Pro Laptop 14 Plus, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Warranty	\$ 1,160.00	\$ 1,160.00	Vanessa Salinas - Criminal Justice Program Replacement of out-of-warranty system for department faculty
12	2	Dell Pro Laptop 14 Plus, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Docking Station, Warranty	\$ 1,373.20	\$ 2,746.40	Sharon Rice - Patient Care Technician Program Replacement of out-of-warranty systems for department faculty
13	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Keyboard and Mouse, Docking Station, Warranty	\$ 1,414.06	\$ 1,414.06	Lynell Williams - Centers for Learning Excellence Replacement of non-working system for department staff
14	1	Dell Pro Laptop Max 16 Plus, Intel Core Ultra 7, 32GB Memory, 512GB Hard Drive, Docking Station, Warranty	\$ 2,797.00	\$ 2,797.00	Robert Vela - Regional Center for Public Safety Excellence Replacement of out-of-warranty system for department staff

SOUTH TEXAS COLLEGE
8. DISTRICT-WIDE TECHNOLOGY REQUEST
OCTOBER 28, 2025

#	Qty	Description	Unit Price	Extension	Requesting Department
15	1	Dell Pro Laptop 14 Plus, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,662.06	\$ 1,662.06	Paul Gonzalez - Psychological Science Program
		256GB Hard Drive, 24" Monitor, Keyboard and Mouse, Docking Station, Warranty			Replacement of out-of-warranty system for department faculty
16	1	Dell Pro Laptop Max 16 Plus, Intel Core Ultra 7, 32GB Memory,	\$ 2,797.00	\$ 2,797.00	Carla Balleza - Cosmetology Program
		512GB Hard Drive, Docking Station, Warranty			Replacement system for department staff
Laptops Total:			\$	24,767.52	
MONITORS					
17	10	Dell 22" P2225H Monitor	\$ 135.00	\$ 1,350.00	Jesus Campos - Technology, Information, and Planning Services
		3-Year Warranty			Replacement of out-of-warranty monitors for department faculty
18	72	Dell Pro Tower QCT1250, Intel Core i5-14500, 32GB Memory	\$ 135.00	\$ 9,720.00	Saeed Molki - Computer Science Program
		512GB Hard Drive, Warranty			Replacement of out-of-warranty monitors for student lab
Monitors Total:			\$	11,070.00	
Computers, Laptops, and Monitors Total Amount:			\$	180,363.02	

SOUTH TEXAS COLLEGE
9. LAW ENFORCEMENT VEHICLE

VENDOR			Sames Laredo Chevrolet, Inc.	
ADDRESS			3701 E Saunders St	
CITY/STATE/ZIP			Laredo, TX 78041	
PHONE			(956) 898-6717	
CONTACT			Fanny Mata	
#	Qty	Description	Unit Price	Extension
1	1	2026 Chevrolet 2WD 4DR Tahoe - Police Engine 5.3L, EcoTec3 V-8, DI Dynamic Fuel Mgt V VT Transmission 10sp, 10L80 Gen	\$ 55,500.00	\$ 55,500.00
2	1	Transport Fee	\$ 400.00	\$ 400.00
TOTAL AMOUNT			\$ 55,900.00	

SOUTH TEXAS COLLEGE
10. LEARNING MANAGEMENT SYSTEM SUPPORT SERVICES

VENDOR			Blackboard Inc. (Anthology)	
ADDRESS			5201 Congress Ave, Suite 220	
CITY/STATE/ZIP			Boca Raton, FL 33487	
PHONE			(334) 868-3684	
CONTACT			John Michael Roehm	
Period: 09/01/2025 - 08/31/2026				
#	Qty	Description	Unit Price	Extension
1	1	Smartview Seats	\$ 2,518.73	\$ 2,518.73
2	1	Help Desk Support	\$ 16,660.00	\$ 16,660.00
3	1	Pyramid Analytics for Learn	\$ 12,765.00	\$ 12,765.00
4	1	Intelligence Advancement	\$ 31,047.00	\$ 31,047.00
5	1	Intelligence Managed Hosting	\$ 12,765.00	\$ 12,765.00
TOTAL AMOUNT			\$ 75,755.73	

SOUTH TEXAS COLLEGE
11. RENTAL OF PERSONAL PROTECTIVE EQUIPMENT FOR FIRE SCIENCE
ACADEMY STUDENTS

VENDOR			Lion Total Care, Inc.	
ADDRESS			7200 Poe Ave Ste 400	
CITY/STATE/ZIP			Dayton, OH 45414	
PHONE			(713) 644-7400	
CONTACT			William Frechette	
Period: 09/01/2025 - 08/31/2026				
#	Qty	Description	Unit Price	Extension
1	1	Personal Protective Equipment for the Fire Academy Students at the Regional Center for Public Safety and Excellence and Starr County Campus	\$ 75,000.00	\$ 75,000.00
TOTAL AMOUNT			\$ 75,000.00	

SOUTH TEXAS COLLEGE
12. TRAINING TRAILER WITH AN ADJUSTABLE VENTILATION PROP,
AND VENT-ENTER-SEARCH WINDOW

VENDOR			Braskey Products, LLC	
ADDRESS			2251 CR 332	
CITY/STATE/ZIP			Era, TX 76238 US	
PHONE			(940) 300-5757	
CONTACT			Trish Taylor	
#	Qty	Description	Unit Price	Extension
1	1	Training Trailer with 1 Force Door, Adjustable Pitch Roof Prop & VES Window	\$ 60,000.00	\$ 60,000.00
2	1	Force Door	\$ 8,500.00	\$ 8,500.00
3	1	Shipping	\$ 1,674.00	\$ 1,674.00
TOTAL AMOUNT			\$ 70,174.00	

SOUTH TEXAS COLLEGE
13. CASE MANAGEMENT AND MENTORING SERVICES

VENDOR			Valley Initiative for Development and Advancement (VIDA)	
ADDRESS			417 S Ohio Ave	
CITY/STATE/ZIP			Mercedes, TX 78570	
PHONE			(956) 903-1900	
CONTACT			Irma Garcia	
Period: 01/01/2026 - 12/31/2026				
#	Qty	Description	Unit Price	Extension
1	1	Case Management and Mentoring Services Fifty (50) Students Per Semester	\$ 81,000.00	\$ 81,000.00
TOTAL AMOUNT			\$ 81,000.00	

SOUTH TEXAS COLLEGE
14. INSTITUTIONAL MEMBERSHIP

VENDOR			Texas Association of Community Colleges (TACC)	
ADDRESS			1304 San Antonio Suite 201	
CITY/STATE/ZIP			Austin, TX 78701	
PHONE			(512) 476-2572	
CONTACT			Ray Martinez III, J.D.	
Period: 09/01/2025 - 08/31/2026				
#	Qty	Description	Unit Price	Extension
1	1	Institutional Membership - FY 2026 TACC Membership Dues	\$ 105,502.00	\$ 105,502.00
TOTAL AMOUNT			\$ 105,502.00	

SOUTH TEXAS COLLEGE
15. INTELLIGENT LEARNING PLATFORM SUBSCRIPTION AGREEMENT

VENDOR			Ellucian, Inc., through Lamar Institute of Technology (Beaumont, TX) (New), acting by and through the State of Texas Department of Information Resources (DIR) for the Texas Connection Consortium (TCC)	
ADDRESS			855 E Lavaca St	
CITY/STATE/ZIP			Beaumont, TX 77705	
PHONE			(610) 578-5218	
CONTACT			Diane Dougherty	
#	Qty	Description	Unit Price	Extension
Year 1 Period: 09/01/2025 - 08/31/2026				
1	1	Ellucian Intelligent Learning Platform for Blackboard	\$ 37,683.00	\$ 37,683.00
Year 1 Total:				\$ 37,683.00
Year 2 Period: 09/01/2026 - 08/31/2027				
2	1	Ellucian Intelligent Learning Platform for Blackboard	\$ 38,814.00	\$ 38,814.00
Year 2 Total:				\$ 38,814.00
Year 3 Period: 09/01/2027 - 08/31/2028				
3	1	Ellucian Intelligent Learning Platform for Blackboard	\$ 39,979.00	\$ 39,979.00
Year 3 Total:				\$ 39,979.00
TOTAL AMOUNT				\$ 116,476.00

SOUTH TEXAS COLLEGE
16. SOFTWARE LICENSE AGREEMENT

VENDOR			CourseMaven, Inc. /dba DualEnroll.com	
ADDRESS			43498 Butler Place	
CITY/STATE/ZIP			Leesburg, VA 20176	
PHONE			(703) 884-9131	
CONTACT			Janet Van Pelt	
Period: 12/01/2025 - 11/30/2026				
#	Qty	Description	Unit Price	Extension
1	1	Dual Enrollment Software License Agreement	\$ 67,330.00	\$ 67,330.00
TOTAL AMOUNT				\$ 67,330.00

SOUTH TEXAS COLLEGE
17. VEHICLE FUEL PROGRAM

VENDOR			U.S. Bank / Voyager Fleet Systems	
ADDRESS			P.O. Box 412535	
CITY/STATE/ZIP			Kansas City, MO 64141	
PHONE			(800) 987-6591	
CONTACT			Pam Pradhan	
Period: 01/01/2026 - 12/31/2026				
#	Qty	Description	Unit Price	Extension
1	1	Vehicle Fuel Program	\$ 170,000.00	\$ 170,000.00
TOTAL AMOUNT			\$ 170,000.00	

SOUTH TEXAS COLLEGE
22. FACILITY USAGE AGREEMENTS

VENDOR			City of Edinburg		City of McAllen	
ADDRESS			415 W University Dr		1300 Houston Ave	
CITY/STATE/ZIP			Edinburg, Texas 78539		McAllen, TX 78501	
PHONE			(956) 388-8204		(956) 681-3111	
CONTACT			Magdiel Castle		Carla Puente	
#	Qty	Description	Unit Price	Extension	Unit Price	Extension
1	1	Edinburg Municipal Auditorium Amistades Concert Series 2025 – Fall Showcase Date: 11/14/2025	\$ 1,175.00	\$ 1,175.00		
2	1	Edinburg Municipal Auditorium Amistades Concert Series 2025 – Spring Showcase Date: 01/25/2026	\$ 1,175.00	\$ 1,175.00		
3	1	McAllen Performing Arts Center Tradiciones 2026 - Annual Concert Series Dates: 02/26/2026 - 02/27/2026			\$ 10,000.00	\$ 10,000.00
4	1	McAllen Convention Center South Texas College State Dance Competition - Folkloric & Contemporary Dance Competition Dates: 03/06/2026 - 08/26/2026			\$ 20,553.00	\$ 20,553.00
5	1	McAllen Convention Center South Texas College Summer Dance Workshops Dates: 07/06/2026 - 07/08/2026			\$ 15,675.00	\$ 15,675.00
SUB TOTAL			\$ 2,350.00		\$ 46,228.00	
TOTAL AMOUNT			\$ 48,578.00			