

South Texas College
Board of Trustees
Finance, Audit, and Human Resources Committee
Ann Richards Administration Building Board Room
Pecan Campus, McAllen, Texas
Tuesday, November 11, 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 October 14 2025 Finance, Audit, and Human Resources Committee Minutes.....	1-33
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Rescind Award of Proposal

- 1) Purchase and Installation of Parking Lot LED Light Poles and Fixtures – Pecan Campus and Starr County Campus
- Purchases
- 2) Automotive Instructional Equipment
- 3) Automotive Training Equipment
- 4) Compact Desktop Laser System
- 5) Computers, Laptops, Tablets, and Monitors
- 6) Maintenance Parts and Lab Supplies
- 7) Mobile Firefighter Training Device
- 8) Security Cameras and Accessories
- 9) Shuttle Bus

Purchase Renewals

10)Case Server Software and Hardware Maintenance Support Agreement

11)Virtual Desktop Infrastructure (VDI) VMware Maintenance Agreement

Renewals

12)Financial Advisor Services

13)Moving Services

Interagency Agreements

14)State Records Inquiry Access Agreements

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Finance, Audit, and Human Resources Committee Meeting

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Approval of October 14, 2025 Finance, Audit, and Human Resources Committee Minutes

Purpose The Minutes for the Finance, Audit, and Human Resources Committee Meeting of October 14, 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
November 11, 2025 @ 5:00 p.m.**

Minutes

The Finance, Audit, and Human Resources Committee Meeting was held on Tuesday, October 14, 2025 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 5:04 p.m. with Ms. Dalinda Gonzalez-Alcantar presiding.

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

Other Trustees Present: Dr. Alejo Salinas, Jr.

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. Joel Jason Rodriguez, Mr. Andrew Fish, Mr. George McCaleb, Mr. Joe Vela, Dr. Christopher Nelson, Mr. Jose L. Silva, Mr. Joaquin Becerra, Ms. Gardenia Perez, Mr. Khalil Abdulah, Dr. Rodney Rodriguez, Mr. Luis De La Garza, Dr. Matt Hebbard, Dr. Margo Vargas Ayala, Ms. Ana Rocio Davila, Mr. Robert Pena, Ms. Olivia De La Rosa, Ms. Carla Rodriguez, Ms. Sergio Riojas, Mr. Carlos E. Tello, Ms. Monica Benitez, Dr., Ali Esmaeilli, Mr. Nick Hinojosa, Mr. Rick De La Garza, and Ms. Venisa Earhart.

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

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of September 9, 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 September 9, 2025 Committee Meeting as presented.

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, and Appendix C – Resolution 2026-001 were included in the packet for the Committee's information and review.
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

Upon a motion by Mr Paul Rodriguez and a second by Mr. Danny Guzman the Committee recommended Board approval 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.

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 was included in the packet for the Committee's information and review.
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

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

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 was included in the packet for the Committee's information and review.
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

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

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

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 \$2,273,531.82 to a new total cost \$2,273,531.82.

Upon a motion by Mr. Paul Rodriguez and a second by Mr. Danny Guzman the Committee recommended Board approval of the Award of Proposals, Purchases, Purchase Renewals, Renewals, and Interlocal Agreements with the exception of item #4 at a total cost of \$2,273,531.82, as listed below.

The motion carried.

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| Award of
Proposals | <ol style="list-style-type: none">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; |
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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 Sauceda	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)	

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| 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; |
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| 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 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

- 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 was included in the packet for the Committee's information and review.
Staff Resource	Mary Del Paz, Vice President - Finance and Administrative Services Deyadria Leal, Director of Purchasing

Upon a motion by Mr. Paul Rodriguez and a seconde by Mr. Danny Guzman the Committee recommended Board approval of the disposal/recycling of technology and electronic items with an original value of \$10,000 and above, as presented

The motion carried.

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 was included in the packet for the Committee's information and review.
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.

Upon a motion by Mr. Paul Rodriguez and a second by Mr. Danny Guzman the Committee recommended 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.

The motion carried.

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 was included in the packet for the Committee's information and review.
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.

Upon a motion by Mr. Paul Rodriguez and a second by Mr. Danny Guzman The Committee recommended Board approval of Resolution #2026-003 to update the Investment Brokers/Dealers list.

The motion carried.

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 was included in the packet for the Committee's information and review.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services
Recommendation	No action is required from the Committee.

At the request of the Committee Chair, Ms. Gonzalez-Alcantar, this item was deferred until the October Board meeting for presentation so that the whole Board could see it.

The motion carried.

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	<p>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) – <i>Employee Rights and Privileges: Employee Expression and Use of College Facilities</i>.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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
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Upon a motion by Mr. Paul Rodriguez and a second by Mr. Danny Guzman the Committee recommended 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.

The motion carried.

**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 was 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.

Upon a motion by Mr. Danny Guzman and a second by Mr. Paul Rodriguez the Committee recommended approval of the proposed project and any necessary Interlocal Agreement pending that it be sent to Dr. Solis for review.

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.

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 and Appendix B – Organizational Chart were included in the packet for the Committee's information and review.

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.

At the request of the Committee Chair, Ms. Gonzalez-Alcantar, this item was deferred until the October Board meeting.

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.

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At the request of the Committee Chair, Ms. Gonzalez-Alcantar, this item was deferred until the October Board meeting.

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 and Appendix B – Policy were included in the packet for the Committee's information and review
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.

Upon a motion by Mr. Paul Rodriguez and a second by Mr. Danny Guzman the Committee recommended Board approval to adopt the local district update policy listed in Appendix A, as presented, and which supersedes any previously adopted Board policy.

The motion carried.

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.

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 and Appendix B – Policies were included in the packet for the Committee's information and review.
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

Upon a motion by Mr. Paul Rodriguez and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval of policies CG, ECC, FFDB, and FLBC. The remaining policies, DIAB, BCA, BCB, and BCE will be brought back to the Board at the October Board meeting for First Review.

The motion carried.

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.

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, and Appendix C – Examples of DGBA Policies from other Texas Community Colleges were included in the packet for the Committee's information and review.
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.

No action was taken on this item. It was presented as a First Reading to obtain feedback for staff. Mr. Paul Rodriguez commented that the 24 hour period mentioned in Policy DGBA(LOCAL) regarding the timeframe given for the Chair or Vice-Chair to notify the rest of the Board of any complaints against the President or a Board member was unrealistic.

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.

Adjournment

There being no further business to discuss, the Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees adjourned at 6:35 p.m.

I certify that the foregoing are the true and correct Minutes of the October 14, 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 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 Agreements

Purpose	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 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.
	The Tax Abatement Guidelines and Criteria adopted on October 28, 2025, require a minimum \$200,000,000 investment; however, the Monte Alto Windpower, LLC agreement is lower, at \$184,000,000.
Justification	Terra-Gen Development Company, LLC requested an amendment and restatement to the Board-approved tax abatement agreements for the two (2) Monte Alto projects 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, Texas Energy Consultant, 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 Appendix B – Proposed Amend and Restate Tax Abatement Agreements
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 Consultant
Recommendation	The Committee recommends Board approval to amend and restate the Monte Alto Windpower, LLC (Terra-Gen Development Company, LLC) with an investment of \$184,000,000, and Monte Alto Windpower LLC – Phase II (Terra-Gen Development Company, LLC) with an investment of \$203,000,000, and South Texas College tax abatement agreements.



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

Appraisal Value subject to the Abatement		Percent to be Abated									
		50% Maximum									
	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	But less than:	Percent to be Abated									
		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



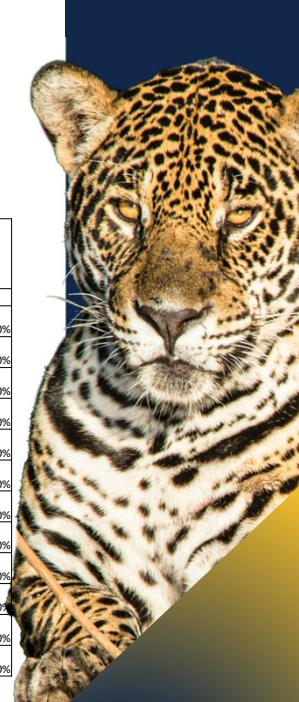
Monte Alto Windpower, LLC Phase II

- 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

Appraisal Value subject to the Abatement		Percent to be Abated									
		50% Maximum									
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%	50%
\$ 195,000,000.00	49%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 190,000,000.00	48%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 185,000,000.00	47%	49%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 180,000,000.00	46%	48%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 175,000,000.00	45%	47%	49%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 170,000,000.00	44%	46%	48%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 165,000,000.00	43%	45%	47%	49%	50%	50%	50%	50%	50%	50%	50%
\$ 160,000,000.00	42%	44%	46%	48%	49%	50%	50%	50%	50%	50%	50%
\$ 155,000,000.00	41%	43%	45%	47%	48%	50%	50%	50%	50%	50%	50%
\$ 150,000,000.00	40%	42%	44%	46%	47%	49%	50%	50%	50%	50%	50%
\$ 145,000,000.00	39%	41%	43%	45%	46%	48%	50%	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



**Second Amendment & Restated Tax Abatement Agreement
between
South Texas College and
Monte Alto Windpower, LLC**

State of Texas

County of Hidalgo

This Second Amendment and Restated Tax Abatement Agreement (this “Agreement”) is made and entered into by and between South Texas College (the “College”), acting through its duly elected officers, and Monte Alto Windpower, LLC, a Texas limited liability company (the “Owner”) as owner of Eligible Property (as hereinafter defined) to be located on the tract of land within the Hidalgo County Enterprise Zone more specifically described in Attachment A to this Agreement. This Agreement amends and restates in its entirety and supersedes and replaces the prior Tax Abatement Agreement entered into by and between South Texas College and Monte Alto Windpower, LLC dated February 25, 2020. This Agreement becomes effective upon final execution by both parties (the “Effective Date”).

I. Authorization

This Agreement is authorized and its terms governed by Chapter 312 of the Texas Tax Code, as amended, and by the College’s Tax Abatement Guidelines and Criteria, adopted October 28, 2025. The Agreement remains in effect until fulfillment of the obligations described in Paragraph IV (D) herein, unless terminated earlier as provided herein.

II. Definitions

As used in this Agreement, the following terms shall have the meanings set forth below, and any undefined terms shall be given the meanings provided in the Owner’s Application for Chapter 312 Tax Abatement Agreement, a copy of which is attached hereto as Exhibit A, and the College’s Tax Abatement Guidelines and Criteria, as applicable

- A. “Abatement” means the full or partial abatement from ad valorem Maintenance Taxes levied by the College on property in an Enterprise Zone as provided herein, commencing on the date of Final Completion of Construction of the Eligible Property and in no event will the duration of the Abatement period exceed 10 years.
- B. “Act” shall mean Chapter 312 of the Texas Tax Code.
- C. “Calendar Year” means each year beginning on January 1 and ending on December 31.
- D. “Certificate” means a letter, provided by the Owner to the College, certifying that Owner has completed construction of the wind power project or any phase thereof described herein (the “Project”), outlining the Improvements and stipulating the overall Turbine Nameplate Capacity of the Project. Upon receipt of the Certificate,

- and upon reasonable notice to the Owner, the College may inspect the Site in accordance with this Agreement to determine that the Improvements are in place as certified.
- E. “Certified Appraised Value” means the appraised value, for property tax purposes, of the Facility within the Hidalgo County Enterprise Zone as certified to by the County Appraisal District for each taxable year.
 - F. “Eligible Property” means the Facility which has been approved and designated by the College as property eligible for Abatement under the College’s Tax Abatement Guidelines and Criteria, and this agreement as described in Attachment B hereto, including: designated new, expanded or modernized buildings and structures; fixed machinery and equipment; Site Improvements; related fixed improvements; other tangible items necessary to the operation and administration of the Facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the College Tax Abatement Guidelines and Criteria adopted December 10, 2019. Maintenance Taxes on Real Property may be abated only to the extent the property’s value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property eligible for Abatement shall not include inventory or supplies.
 - G. “Facility” means that certain wind generation facility comprised of: one hundred seventy-five megawatt (175 MW) wind power generation facility, to be developed in Hidalgo County by the Owner.
 - H. “Force Majeure” means any contingency or cause beyond the reasonable control of the party claiming Force Majeure including, without limitation, acts of God or a public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of such party), fires, explosions, floods, tornadoes, and strikes.
 - I. “Improvements” means Eligible Property as defined herein and includes, but is not limited to, any building, structure, or fixture erected on or affixed to the land. Improvements specifically include the Owner’s substation and switching station if located within Enterprise Zone. Improvements also shall include any other property in the Enterprise Zone owned by Owner and meeting the definition of “Eligible Property” that is used to produce wind power and perform other functions related to the production, distribution and transmission of electric power. The College agrees, without limitation, that the wind turbines, towers, transmission lines, substations, operations & maintenance buildings and other related materials and equipment affixed to the Eligible Property will constitute Improvements under this Agreement.
 - J. “Maintenance Taxes” means the College’s maintenance and operations tax, as distinguished from its debt taxes.
 - K. “Owner” means Monte Alto Windpower, LLC, the entity that owns or holds under fee simple title, or one or more leasehold interests, to the Real Property for which Abatement is being granted, and any assignee or successor thereof.

- L. “Real Property” means buildings and structures; Site Improvements and related fixed improvements.
- M. “Enterprise Zone” means Hidalgo County Enterprise Zone, (as that term is defined in Chapter 312 of the Texas Tax Code) created by Hidalgo County Commissioners Court and described in Attachment A to this Agreement.
- N. “Site” means the area of the Enterprise Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.
- O. “Turbine Nameplate Capacity” means the generating capacity of an individual wind turbine as designated by the manufacturer(s) of the turbines to be constructed as Improvements hereunder and, where appropriate, may refer to the total or overall generating capacity or “MW”.

III. Improvements in Enterprise Zone

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

- A. The Owner anticipates that it will begin construction of the Improvements on or before December 31, 2026 (the “Commencement Date”) and that upon completion, the improvements will have an estimated appraised value of One Hundred Eighty-Four Million Million Dollars (\$184,000,000).
- B. The Improvements are described in Attachment A attached hereto and are generally referred to as approximately 39 wind turbines with an average nameplate capacity of 3.9 MW.
- C. Owner shall complete construction of the Improvements no later than twelve months from the Commencement Date.

IV. Term and Percentage of Tax Abatement; Taxability of Property; Recoupment

- A. The College and Owner specifically agree and acknowledge that the Facility in the Enterprise Zone shall be taxable in the following ways before and during the term of this Agreement:
 - 1. Owner’s property not eligible for Abatement, if any, shall be fully taxable at all times;
 - 2. Prior to commencement of the Abatement period designated in Paragraph IV(B)(1.), 100% of property taxes levied on the Certified Appraised Value of real and personal property owned by Owner and located in the Enterprise Zone will be owed and taxes thereon payable by Owner;
 - 3. College property Maintenance Taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts provided for by Paragraph IV(B) below; and

4. One Hundred percent (100%) of the Certified Appraised Value of Eligible Property existing in the Enterprise Zone shall be fully taxable after expiration of the Abatement period designated in Paragraph IV(B).
- B. The College and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement of Owner's property Maintenance Taxes under the conditions set forth herein:
 1. In consideration of the Owner's obligation herein and its payment of annual pilot payments in lieu of payment of Maintenance Taxes, there shall be granted and allowed hereunder a property tax abatement of Maintenance Taxes on the approved Eligible Property and/or Improvements constructed, expanded, or acquired hereunder on the Property at a rate based on the sliding scale as set out in Exhibit B, commencing on January 1 of the tax year next after the date that College President receives and approves the Certificate of Completion for the Improvements.
 2. As an inducement for the College to enter into the Agreement, the Owner shall make certain payments in lieu of taxes ("PILOT") as further described in Paragraph IV(D).
 3. The foregoing percentage of property Maintenance Taxes on the Certified Appraised Value of all Eligible Property and/or Improvements approved by the College and described in the Certificate (and actually in place in the Enterprise Zone) are abated in the respective period designated above up to the maximum taxable value approved in this Agreement.
 4. There shall be a \$2,500 application fee. (see Guidelines)
- C. Part or all of the Improvements may be eligible for complete or partial abatement, now or in the future, from maintenance ad valorem taxes as a result of existing law or future legislation. Should any such existing abatement not have been addressed herein or should any new abatement be proposed or adopted by the Texas Legislature, (a) Owner may request a modification of this Agreement, and (b) College may reconsider the effect of such abatement on its property maintenance taxes, and may amend the Agreement accordingly to the extent that the abatement as applied to the Eligible Property would materially reduce the College's tax benefits as anticipated in this Agreement. This Agreement is not to be automatically construed as evidence that such abatements shall automatically apply to the Improvements. If additional improvements are undertaken By Owner during the Abatement period and exceed in the aggregate five percent (5%) of the Certified Appraisal Value as of the effective date of this agreement; no additional abatement shall be permitted without approval by College.

- D. As partial consideration for granting tax abatement in Paragraph IV(B) hereof, the Owner agrees to make an initial contribution in the amount of 40,000, to be used by the College for student scholarships, payable at commencement of construction. Owner shall pay the College the sum of \$10,000 and a like amount each year thereafter payable on or before December 31st thereafter for a total sum of \$100,000.

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

In consideration of the Owner's performance of its obligations under this Agreement, the College agrees that the Owner shall receive a tax abatement relative to the Added Value of the Eligible Property located on the Site based on the percentage amounts set out in Exhibit B attached hereto during the Incentive Period for the College's Maintenance and Operation's ad valorem taxes. The tax abatement does not apply to the College's interest and sinking fund tax. The PILOT amount shall be paid in ANNUAL installments no later than December 31, of each Operational Year during the abatement period (the "**PILOT Payments**").

- E. Owner agrees, warrants and represents that the Improvements described in Paragraph III hereof, once constructed, will remain in place until at least twenty (20) Calendar Years after the date the Certificate for such Improvements is provided to the College by the Owner ("Term"); provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date, as long as such replacement does not result in a reduction of the Certified Appraised Value of the Improvements. In the event that Owner removes Improvements (comprising in the aggregate amount of more than 5% of all Improvements), the Owner's removal shall not be deemed a default under this Agreement if Owner pays to the College liquidated damages for such removal (a) within thirty (30) days after demand, amounts equal to the pro rata portion of maintenance and debt taxes relating to such removed Improvements which otherwise would have been paid to the College through the date of such removal without the benefit of a tax abatement, and (b) during the remaining term of the abatement period, payable by Owner and recoupable by College, an amount equal to the maintenance and debt taxes which would otherwise be payable to College on the projected Residual Value of the Property less the Removed Improvements at the maintenance and debt rates then in effect on the date of the removal of Improvements. Notwithstanding the amendment to address the reduction in taxable value, College may assert its right to recoup abatements based on the lesser residual value of the Eligible Property after the abatement period. **IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), THE SOLE REMEDY OF THE COLLEGE, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COLLEGE THE FULL AMOUNT OF ACTUAL TAXES ABATED DURING EACH YEAR OF DEFAULT UNDER THIS AGREEMENT**

AND PRO RATA PORTION OF THE DEBT TAXES WHICH WOULD OTHERWISE HAVE BEEN PAID WITHOUT REMOVAL OF THE PORTION OF THE IMPROVEMENTS FOR THE TEN-YEAR ABATEMENT TERM. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

V. Representations

The College and Owner make the following respective representations:

Owner has all necessary right, title, license and authority to enter into this Agreement and the execution and performance of this Agreement by Owner have been duly authorized by all necessary laws, resolutions and corporate or other entity action.

- A. Owner has submitted evidence to the College that the economic life of the Facility and Eligible Property exceeds the duration of the tax abatement period for at least ten (10) years. Based on such evidence and the representations by Owner, the College has determined, in accordance with the Guidelines and Criteria that the economic life of the Facility and Eligible Property exceeds the duration of the tax abatement granted herein. This is an essential term of this Agreement as College is relying on the Residual Value of the Property to grant the abatement.
- B. Owner represents and agrees that (i) Owner, its successors and/or assigns, will have the taxable interest with respect to Improvements to be placed on the Site; (ii) construction of the proposed Improvements described in Paragraph III will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's, its successors' and assigns', use of the property in the Enterprise Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, (iv) all representations made in this Agreement and in the Application for Abatement, are incorporated herein, are true and correct in all material respects to the best of Owner's knowledge, and (v) Owner will make required filings, if any, by Owner with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future.
- C. The College represents that (i) this Agreement has been entered into in accordance with Chapter 312 of the Texas Tax Code and the College Tax Abatement Guidelines and Criteria as both exist on the effective date of this Agreement; (ii) no interest in the Improvements or the land on which they are located is held or subleased by an officer of the College or a member of the College Board of Trustees, (iii) the property within the Enterprise Zone is located within the legal boundaries of the College; and (iv) the College has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement.
- D. At least 24 hours prior to Owner issuing a press release relating to the Project announcing the commencement of commercial operation, Owner shall email or fax

a copy of such press release to the College. The College shall maintain the confidentiality of any press release and shall not disclose any information in the press release until such time as such information is made public by Owner.

- E. Owner represents and agrees that, when completed, the Project will, within the proposed time lines, (i) add at least One Hundred Eighty-Four Million Dollars (\$184,000,000) to the tax roll of Eligible Property, (ii) create no fewer than four (4) new, permanent, full-time jobs in Hidalgo County, and (iii) lead to a positive net economic benefit to Hidalgo County of at least Twenty Five Million Dollars (\$25,000,000) over the life of this Agreement, computed to include (but not limited to) new sustaining payroll and/or capital improvement.
- F. Owner acknowledges that the College has relied on Owner's representations made in its application for Tax Abatement and in this Agreement. In particular, College has relied on the Owner's representations as to the projected taxable Residual Value of the Property remaining after the ten-year tax abatement period. Notwithstanding anything to the contrary in this Agreement, the abatement granted by the College is expressly made subject to Owner's estimated projections of the remaining taxable values of the Property after the abatement period.

VI. Access to and Inspection of Property by College Employees

- A. Upon completion and commencement of operation of the Facility, Owner shall file (i) "as built" construction plans with College, which plans shall detail improvements (which shall be certified to by the engineer(s)), including purchases of personal property and related expenditures undertaken to construct the Facility, (ii) the manufacturer's certificate of completion with respect to the manufacture of the wind turbines installed at the Facility and (iii) the general contractor's certification as to the completion of construction of the Facility (including the detail specified above). At the time of filing the as-built construction plans, Owner shall also provide College with reports as required by Section IX.B. of the Guidelines and Criteria (which are incorporated herein). On or before January 31, of each year of the Abatement Period (and the year immediately following the end thereof), Owner shall provide College with reports supporting job creation as of December 31 of each year of the Abatement Period, as required by Section IX.B. of the Guidelines and Criteria. On an annual basis, Owner shall also provide College a detailed list of Owner's eligible personal property at the Facility and the estimated value of each item.
- B. Owner shall allow the College employees or designees of the College access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner forty-eight (48) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with at least one (1) representative of Owner in accordance with all applicable safety standards.

- C. Owner shall, within ninety (90) days of the beginning of each Calendar Year, certify annually to the College its compliance with this Agreement by providing written testament of the same to the College Board of Trustees.
- D. Owner agrees to supply audited reports to the College and the Hidalgo County Appraisal District to establish the construction cost of improvements constructed pursuant to this Agreement and/or the jobs created. In its annual report to the College, the Owner shall include the Appraisal District's preliminary valuations, Owner's challenges to appraised values undertaken by Owner, and final appraised values; financial statements, including balance sheets and subsidiary ledgers of its tangible real and personal property in the Enterprise Zone.

VII. Default, Remedies and Limitation of Liability

- A. In the event Owner fails to commence construction of the Facility in the Enterprise Zone on or before December 31, 2028, this Agreement shall terminate effective as of the original date of this Agreement and College shall be entitled to recapture and collect payment of all ad valorem taxes abated under this Agreement by any and all means allowed by law, and as provided herein.
- B. In the event the Facility is completed and begins operation, and Owner:
 - 1. voluntarily ceases to operate the Facility for a continuous period exceeding eighteen (18) months;
 - 2. allows ad valorem taxes owed to College to become delinquent;
 - 3. relocates the Facility or the job creating activity outside the Enterprise Zone;
 - 4. breaches or fails to comply with any material term, condition, or representation contained in this Agreement; or
 - 5. uses or allows the use of the Facility for any purpose not related to the generation, storage and/or transmission of renewable energy for a period greater than 180 days in any calendar year of the abatement period, College may elect to terminate this Agreement and recapture abated taxes in accordance with Section VII(J). of this Agreement and the Guidelines and Criteria, unless such breach is cured within the Cure Period. Owner shall pay recaptured taxes to College within sixty (60) days from the date the Agreement terminates.
- C. Should College determine that Owner has breached this Agreement or the Guidelines and Criteria, College shall notify Owner in writing via certified or registered mail.
- D. No party may terminate this Agreement unless (i) such party provides written notice in accordance with Paragraph X hereof (a "Notice") to the other party specifying a material default in the performance of a material covenant or obligation under this Agreement and (ii) such failure is not (x) excused by the occurrence an event of Force Majeure or (y) cured by the other party within sixty (60) days after Notice

thereof, or if such failure cannot be cured within a sixty (60)-day period, the other party shall have such additional time to cure such default as is reasonably necessary as long as such party has commenced remedial action to cure such failure and continued to diligently and timely pursue the completion of such remedial action. Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from a change in law, or a change in the interpretation or enforcement of law, by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to cure such default prepared by such defaulting party and delivered to the other party. If Owner believes that such termination was improper, Owner may file suit in the proper court challenging such termination. In the event of default which remains uncured after all applicable notice and cure periods, the College may pursue the remedies provided for in Paragraph VII(J).

- E. The College shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure.
- F. Except as provided in paragraph VII(B), the Parties shall not deem any default to have occurred in situations involving minor or immaterial (as reasonably determined) changes to the description of the Site, minor or immaterial (as reasonably determined) changes to the description of the Improvements and/or Eligible Property, or any changes in ownership or in management of Owner or of the Project (so long as Owner or any Related Entity provides notice as provided for herein of such changes to the extent such notice is otherwise required under this Agreement) and so long as any and all successors of any interest whatsoever of Owner in this matter, expressly accept all terms and conditions of this entire Abatement Agreement.
- G. The College shall notify Owner and any Owner lender, tax equity provider, or hedge provider of which the College has notice, of any default in writing in the manner prescribed herein. All contact information for purposes of a notice of default shall be provided to the College Board of Trustees and shall be updated annually on or before January 1st of each year. The notice shall specify the basis for the declaration of default, and Owner shall have the periods of time specified above to cure any default. Any Owner lender of which the College has notice shall have the right to cure any defect or default, including any defect caused by an assignee or contractor of Owner, during the same cure periods provided for Owner under this Agreement. The notice of default shall be substantially in the form set out in paragraph VII(L).
- H. Owner shall have sixty (60) days from the date of College's notice to cure any default (unless fulfillment of any obligations requires activity over a period of time, in which case performance shall be commenced within sixty (60) days after the actual receipt of notice and such performance shall be diligently continued until the default is cured). The decision whether to cure any such default solely and absolutely belongs to Owner, and no party may compel Owner to cure.

- I. As required by section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement, the College shall be entitled to cancel the Agreement and all future tax abatements under this Agreement shall be void, and the College shall have the right to recoup its tax abatements.
- J. RECAPTURE. College may be entitled to recapture property tax revenue lost as a result of the exercise of remedies under this Agreement. The amount of property tax revenue that may be recaptured is set forth below:
 - (1) If entitled under Article VII(B) to recapture property tax revenue lost as a result of this Agreement, College shall have the right to recapture taxes already actually abated under this Agreement (i.e., recapture for prior tax years only – no anticipatory/prospective recapture of future taxes) according to the recapture schedule attached as Exhibit C.
 - (2) If termination occurs during the Term of Abatement, then Owner shall have sixty (60) calendar days from its date of notice of demand from College to recapture under Article VII(H) to pay all recaptured property tax revenues.
 - (3) Any recapture under this Article VII(H) shall be subject to any and all lawful offsets, settlements, deductions, and credits to which Owner may be entitled.
- K. Owner and College agree that any litigation of any kind whatsoever that is or may be necessary to be filed to protect any interest of any party with any interest herein, arising from or under this agreement, shall be filed, if at all, and shall only be maintained, exclusively in a State of Texas court of competent jurisdiction in Hidalgo County, Texas, and no other legal forum or venue whatsoever. This legal venue stipulation expressly includes the prohibition of removal of any litigation based in whole or in part upon federal statutes, rights, or causes of action. Further, any administrative or legal protest or any other legal challenge procedure(s) permitted by law to be undertaken by Owner in connection with taxes due and owing pursuant to this Abatement Agreement shall not release, delay or relieve Owner from making and meeting any and all additional and other financial commitments, payments and obligations it has agreed to make and is undertaking pursuant to all and other terms of this Abatement Agreement. During the pendency of any suit (including any appeals thereto), Abatement shall remain in effect as though no event of default had occurred and Owner shall continue to pay any disputed amounts to the College; provided, that upon final adjudication of the matter, if Owner is the prevailing party, such disputed amounts, if applicable, shall be returned to Owner.
- L. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

**YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER
YOUR TAX ABATEMENT AGREEMENT WITH THE COLLEGE. FAILURE
TO CURE THIS DEFAULT WITHIN SIXTY DAYS OF THE DATE OF THIS**

NOTICE OR OTHERWISE CURE THE DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND IF THE DEFAULT INVOLVED FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT, MAY INCLUDE RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

VIII. Compliance with State and Local Regulations

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

IX. Assignment of Agreement

- A. Owner shall not have the right, without the written consent of College, to assign all or part of its interest in the Land, the Facility, or this Agreement and maintain the tax abatement hereunder. Such consent shall not be unreasonably withheld. It shall be deemed reasonable for College to withhold consent with respect to any party that is delinquent in the payment of any taxes to College or the failure of Owner or a proposed assignee or transferee to provide reasonable and sufficient assurances that the College's expectations as to Residual Value arising from the Agreement will be satisfied. Notwithstanding the foregoing, Owner shall have the right without the consent of the College to collaterally assign its interest in the Land, Project, or this Agreement to a creditor in connection with any financing of the Project; provided (i) such assignee is not delinquent in the payment of any taxes to the College, (ii) the College is given prompt notice of such assignment and (iii) Owner expressly remains liable under this Agreement.
- B. In this regard, Owner acknowledges that the annual reporting imposed by this Agreement is an essential requirement and term of this Agreement.
- C. Any assignment of this Agreement shall require that all conditions and obligations in this Agreement shall apply to and be binding upon assignee. Upon such assignment and assumption, only if expressly approved by the College will Owner have no duties or obligations under the Agreement.
- D. No assignment shall be allowed if (a) the College has declared a default hereunder that has not been cured within all applicable notice and cure periods, or (b) the assignee is delinquent in the payment of any amount or report required under this Agreement or ad valorem taxes owed to the College or any other taxing jurisdiction in Hidalgo County.

X. Notice

All notices, demands, or other communications of any type (collectively, "Notices") given shall be given in accordance with this Paragraph. All Notices shall be in writing and delivered, by commercial delivery service, to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper

wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading; or by facsimile transmission. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile notice shall be effective upon receipt by the sender of an electronic confirmation. Regardless of the method of delivery, in no case shall notice be deemed delivered later than actual receipt. In the event of a notice of default given pursuant to Paragraph VII, such notice shall be given by at least two (2) methods of delivery and consistent with Paragraph VII(I). All Notices shall be mailed or delivered to the following addresses:

To the Owner: Monte Alto Windpower, LLC
Attn: Milton Howard, Vice President of Development
11455 El Camino Real, Suite 160
San Diego, CA 92130
(858) 764-3745
MHoward@terra-gen.com

With Copies to: Damon Huplosky, Managing Director
437 Madison Avenue
New York, NY 10022-7001
(646) 829-3915
Dhuplosky@terra-gen.com

To the College: South Texas College Board of Trustees
3201 West Pecan
McAllen, Texas 78501
Attention: Dr. Ricardo J. Solis, President

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

XI. Severability

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

XII. Applicable Law

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

XIII. Amendment

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

XIV. Guidelines and Criteria

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

XV. Entire Agreement

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

XVI. Coordination of Local Hiring and Services

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

XVII. Provision of Health Insurance

As of the date this Agreement becomes effective, and until the earlier to occur of (i) the end of the tenth (10th) year of Abatement or (ii) the date this Agreement is terminated as provided herein, Owner shall provide health insurance to its full-time employees working in Cameron and Hidalgo County. Owner also agrees to use commercially reasonable efforts to require that the prime engineering, procurement and construction contractor working on the Project provides health insurance to its full time employees.

XVIII. Attorney Fees

The Owner agrees to reimburse the College for its reasonable attorneys' fees incurred in the negotiation and preparation of this Agreement, up to a maximum amount of Five Thousand Dollars (\$5,000).

(Signature Page Follows)

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

South Texas College

DATED: November ____, 2025

South Texas College Board of Trustees

Dr Alejo Salinas, Chair

Paul Rodriguez, Vice Chair

Attest:

Danny Guzman, Secretary

Monte Alto Windpower, LLC

By: _____
Milton R Howard, Vice-President of Development

Exhibit A

Application for Chapter 312 Tax Abatement Agreement by Monte Alto Windpower, LLC

Exhibit B

Tax Abatement Rates

Exhibit C

Recapture Schedule

Year of Tax Abatement Period In Which Recapture Event Occurs	College Will Recapture Following Percentages of Total Taxes Previously Abated
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

**Amended & Restated Tax Abatement Agreement
between
South Texas College and
Monte Alto Windpower, LLC - Phase II**

State of Texas

County of Hidalgo

This Amended and Restated Tax Abatement Agreement (this “Agreement”) is made and entered into by and between South Texas College (the “College”), acting through its duly elected officers, and Monte Alto Windpower, LLC - Phase II, a Texas limited liability company (the “Owner”) as owner of Eligible Property (as hereinafter defined) to be located on the tract of land within the Hidalgo County Enterprise Zone more specifically described in Attachment A to this Agreement. This Agreement amends and restates in its entirety and supersedes and replaces the prior Tax Abatement Agreement entered into by and between South Texas College and Monte Alto Windpower, LLC - Phase II dated September 13, 2022. This Agreement becomes effective upon final execution by both parties (the “Effective Date”).

I. Authorization

This Agreement is authorized and its terms governed by Chapter 312 of the Texas Tax Code, as amended, and by the College’s Tax Abatement Guidelines and Criteria, adopted October 28, 2025. The Agreement remains in effect until fulfillment of the obligations described in Paragraph IV (D) herein, unless terminated earlier as provided herein.

II. Definitions

As used in this Agreement, the following terms shall have the meanings set forth below, and any undefined terms shall be given the meanings provided in the Owner’s Application for Chapter 312 Tax Abatement Agreement, a copy of which is attached hereto as Exhibit A, and the College’s Tax Abatement Guidelines and Criteria, as applicable

- A. “Abatement” means the full or partial abatement from ad valorem Maintenance Taxes levied by the College on property in an Enterprise Zone as provided herein, commencing on the date of Final Completion of Construction of the Eligible Property and in no event will the duration of the Abatement period exceed 10 years.
- B. “Act” shall mean Chapter 312 of the Texas Tax Code.
- C. “Calendar Year” means each year beginning on January 1 and ending on December 31.
- D. “Certificate” means a letter, provided by the Owner to the College, certifying that Owner has completed construction of the wind power project or any phase thereof described herein (the “Project”), outlining the Improvements and stipulating the overall Turbine Nameplate Capacity of the Project. Upon receipt of the Certificate,

- and upon reasonable notice to the Owner, the College may inspect the Site in accordance with this Agreement to determine that the Improvements are in place as certified.
- E. “Certified Appraised Value” means the appraised value, for property tax purposes, of the Facility within the Hidalgo County Enterprise Zone as certified to by the County Appraisal District for each taxable year.
 - F. “Eligible Property” means the Facility which has been approved and designated by the College as property eligible for Abatement under the College’s Tax Abatement Guidelines and Criteria, and this agreement as described in Attachment B hereto, including: designated new, expanded or modernized buildings and structures; fixed machinery and equipment; Site Improvements; related fixed improvements; other tangible items necessary to the operation and administration of the Facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the College Tax Abatement Guidelines and Criteria adopted (NEW DATE). Maintenance Taxes on Real Property may be abated only to the extent the property’s value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property eligible for Abatement shall not include inventory or supplies.
 - G. “Facility” means that certain wind generation facility comprised of: Two Hundred Three megawatt (203MW) wind power generation facility, to be developed in Hidalgo County by the Owner.
 - H. “Force Majeure” means any contingency or cause beyond the reasonable control of the party claiming Force Majeure including, without limitation, acts of God or a public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of such party), fires, explosions, floods, tornadoes, and strikes.
 - I. “Improvements” means Eligible Property as defined herein and includes, but is not limited to, any building, structure, or fixture erected on or affixed to the land. Improvements specifically include the Owner’s substation and switching station if located within Enterprise Zone. Improvements also shall include any other property in the Enterprise Zone owned by Owner and meeting the definition of “Eligible Property” that is used to produce wind power and perform other functions related to the production, distribution and transmission of electric power. The College agrees, without limitation, that the wind turbines, towers, transmission lines, substations, operations & maintenance buildings and other related materials and equipment affixed to the Eligible Property will constitute Improvements under this Agreement.
 - J. “Maintenance Taxes” means the College’s maintenance and operations tax, as distinguished from its debt taxes.
 - K. “Owner” means Monte Alto Windpower, LLC - Phase II, the entity that owns or holds under fee simple title, or one or more leasehold interests, to the Real Property for which Abatement is being granted, and any assignee or successor thereof.

- L. “Real Property” means buildings and structures; Site Improvements and related fixed improvements.
- M. “Enterprise Zone” means Hidalgo County Enterprise Zone, (as that term is defined in Chapter 312 of the Texas Tax Code) created by Hidalgo County Commissioners Court and described in Attachment A to this Agreement.
- N. “Site” means the area of the Enterprise Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.
- O. “Turbine Nameplate Capacity” means the generating capacity of an individual wind turbine as designated by the manufacturer(s) of the turbines to be constructed as Improvements hereunder and, where appropriate, may refer to the total or overall generating capacity or “MW”.

III. Improvements in Enterprise Zone

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

- A. The Owner anticipates that it will begin construction of the Improvements on or before December 31, 2027 (the “Commencement Date”) and that upon completion, the improvements will have an estimated appraised value of Two Hundred & Three Million Dollars (\$203,000,000).
- B. The Improvements are described in Attachment A attached hereto and are generally referred to as approximately 49 - 59 wind turbines with an average nameplate capacity of 3.4 - 4.0 MW.
- C. Owner shall complete construction of the Improvements no later than fourteen months from the Commencement Date.

IV. Term and Percentage of Tax Abatement; Taxability of Property; Recoupment

- A. The College and Owner specifically agree and acknowledge that the Facility in the Enterprise Zone shall be taxable in the following ways before and during the term of this Agreement:
 - 1. Owner’s property not eligible for Abatement, if any, shall be fully taxable at all times;
 - 2. Prior to commencement of the Abatement period designated in Paragraph IV(B)(1.), 100% of property taxes levied on the Certified Appraised Value of real and personal property owned by Owner and located in the Enterprise Zone will be owed and taxes thereon payable by Owner;
 - 3. College property Maintenance Taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts provided for by Paragraph IV(B) below; and

4. One Hundred percent (100%) of the Certified Appraised Value of Eligible Property existing in the Enterprise Zone shall be fully taxable after expiration of the Abatement period designated in Paragraph IV(B).
- B. The College and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement of Owner's property Maintenance Taxes under the conditions set forth herein:
 1. In consideration of the Owner's obligation herein and its payment of annual pilot payments in lieu of payment of Maintenance Taxes, there shall be granted and allowed hereunder a property tax abatement of Maintenance Taxes on the approved Eligible Property and/or Improvements constructed, expanded, or acquired hereunder on the Property at a rate based on the sliding scale as set out in Exhibit B, commencing on January 1 of the tax year next after the date that College President receives and approves the Certificate of Completion for the Improvements.
 2. As an inducement for the College to enter into the Agreement, the Owner shall make certain payments in lieu of taxes ("PILOT") as further described in Paragraph IV(D).
 3. The foregoing percentage of property Maintenance Taxes on the Certified Appraised Value of all Eligible Property and/or Improvements approved by the College and described in the Certificate (and actually in place in the Enterprise Zone) are abated in the respective period designated above up to the maximum taxable value approved in this Agreement.
 4. There shall be a \$2,500 application fee. (see Guidelines)
- C. Part or all of the Improvements may be eligible for complete or partial abatement, now or in the future, from maintenance ad valorem taxes as a result of existing law or future legislation. Should any such existing abatement not have been addressed herein or should any new abatement be proposed or adopted by the Texas Legislature, (a) Owner may request a modification of this Agreement, and (b) College may reconsider the effect of such abatement on its property maintenance taxes, and may amend the Agreement accordingly to the extent that the abatement as applied to the Eligible Property would materially reduce the College's tax benefits as anticipated in this Agreement. This Agreement is not to be automatically construed as evidence that such abatements shall automatically apply to the Improvements. If additional improvements are undertaken By Owner during the Abatement period and exceed in the aggregate five percent (5%) of the Certified Appraisal Value as of the effective date of this agreement; no additional abatement shall be permitted without approval by College.

- D. As partial consideration for granting tax abatement in Paragraph IV(B) hereof, the Owner agrees to make an initial contribution in the amount of 40,000, to be used by the College for student scholarships, payable at commencement of construction. Owner shall pay the College the sum of \$10,000 and a like amount each year thereafter payable on or before December 31st thereafter for a total sum of \$100,000.

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

In consideration of the Owner's performance of its obligations under this Agreement, the College agrees that the Owner shall receive a tax abatement relative to the Added Value of the Eligible Property located on the Site based on the percentage amounts set out in Exhibit B attached hereto during the Incentive Period for the College's Maintenance and Operation's ad valorem taxes. The tax abatement does not apply to the College's interest and sinking fund tax. The PILOT amount shall be paid in ANNUAL installments no later than December 31, of each Operational Year during the abatement period (the "**PILOT Payments**").

- E. Owner agrees, warrants and represents that the Improvements described in Paragraph III hereof, once constructed, will remain in place until at least twenty (20) Calendar Years after the date the Certificate for such Improvements is provided to the College by the Owner ("Term"); provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date, as long as such replacement does not result in a reduction of the Certified Appraised Value of the Improvements. In the event that Owner removes Improvements (comprising in the aggregate amount of more than 5% of all Improvements), the Owner's removal shall not be deemed a default under this Agreement if Owner pays to the College liquidated damages for such removal (a) within thirty (30) days after demand, amounts equal to the pro rata portion of maintenance and debt taxes relating to such removed Improvements which otherwise would have been paid to the College through the date of such removal without the benefit of a tax abatement, and (b) during the remaining term of the abatement period, payable by Owner and recoupable by College, an amount equal to the maintenance and debt taxes which would otherwise be payable to College on the projected Residual Value of the Property less the Removed Improvements at the maintenance and debt rates then in effect on the date of the removal of Improvements. Notwithstanding the amendment to address the reduction in taxable value, College may assert its right to recoup abatements based on the lesser residual value of the Eligible Property after the abatement period. **IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), THE SOLE REMEDY OF THE COLLEGE, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COLLEGE THE FULL AMOUNT OF ACTUAL TAXES ABATED DURING EACH YEAR OF DEFAULT UNDER THIS AGREEMENT**

AND PRO RATA PORTION OF THE DEBT TAXES WHICH WOULD OTHERWISE HAVE BEEN PAID WITHOUT REMOVAL OF THE PORTION OF THE IMPROVEMENTS FOR THE TEN-YEAR ABATEMENT TERM. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

V. Representations

The College and Owner make the following respective representations:

Owner has all necessary right, title, license and authority to enter into this Agreement and the execution and performance of this Agreement by Owner have been duly authorized by all necessary laws, resolutions and corporate or other entity action.

- A. Owner has submitted evidence to the College that the economic life of the Facility and Eligible Property exceeds the duration of the tax abatement period for at least ten (10) years. Based on such evidence and the representations by Owner, the College has determined, in accordance with the Guidelines and Criteria that the economic life of the Facility and Eligible Property exceeds the duration of the tax abatement granted herein. This is an essential term of this Agreement as College is relying on the Residual Value of the Property to grant the abatement.
- B. Owner represents and agrees that (i) Owner, its successors and/or assigns, will have the taxable interest with respect to Improvements to be placed on the Site; (ii) construction of the proposed Improvements described in Paragraph III will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's, its successors' and assigns', use of the property in the Enterprise Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, (iv) all representations made in this Agreement and in the Application for Abatement, are incorporated herein, are true and correct in all material respects to the best of Owner's knowledge, and (v) Owner will make required filings, if any, by Owner with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future.
- C. The College represents that (i) this Agreement has been entered into in accordance with Chapter 312 of the Texas Tax Code and the College Tax Abatement Guidelines and Criteria as both exist on the effective date of this Agreement; (ii) no interest in the Improvements or the land on which they are located is held or subleased by an officer of the College or a member of the College Board of Trustees, (iii) the property within the Enterprise Zone is located within the legal boundaries of the College; and (iv) the College has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement.
- D. At least 24 hours prior to Owner issuing a press release relating to the Project announcing the commencement of commercial operation, Owner shall email or fax

a copy of such press release to the College. The College shall maintain the confidentiality of any press release and shall not disclose any information in the press release until such time as such information is made public by Owner.

- E. Owner represents and agrees that, when completed, the Project will, within the proposed time lines, (i) add at least Two Hundred & Three Million Dollars (\$203,000,000) to the tax roll of Eligible Property, (ii) create no fewer than four (4) new, permanent, full-time jobs in Hidalgo County, and (iii) lead to a positive net economic benefit to Hidalgo County of at least Twenty Five Million Dollars (\$25,000,000) over the life of this Agreement, computed to include (but not limited to) new sustaining payroll and/or capital improvement.
- F. Owner acknowledges that the College has relied on Owner's representations made in its application for Tax Abatement and in this Agreement. In particular, College has relied on the Owner's representations as to the projected taxable Residual Value of the Property remaining after the ten-year tax abatement period. Notwithstanding anything to the contrary in this Agreement, the abatement granted by the College is expressly made subject to Owner's estimated projections of the remaining taxable values of the Property after the abatement period.

VI. Access to and Inspection of Property by College Employees

- A. Upon completion and commencement of operation of the Facility, Owner shall file (i) "as built" construction plans with College, which plans shall detail improvements (which shall be certified to by the engineer(s)), including purchases of personal property and related expenditures undertaken to construct the Facility, (ii) the manufacturer's certificate of completion with respect to the manufacture of the wind turbines installed at the Facility and (iii) the general contractor's certification as to the completion of construction of the Facility (including the detail specified above). At the time of filing the as-built construction plans, Owner shall also provide College with reports as required by Section IX.B. of the Guidelines and Criteria (which are incorporated herein). On or before January 31, of each year of the Abatement Period (and the year immediately following the end thereof), Owner shall provide College with reports supporting job creation as of December 31 of each year of the Abatement Period, as required by Section IX.B. of the Guidelines and Criteria. On an annual basis, Owner shall also provide College a detailed list of Owner's eligible personal property at the Facility and the estimated value of each item.
- B. Owner shall allow the College employees or designees of the College access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner forty-eight (48) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with at least one (1) representative of Owner in accordance with all applicable safety standards.

- C. Owner shall, within ninety (90) days of the beginning of each Calendar Year, certify annually to the College its compliance with this Agreement by providing written testament of the same to the College Board of Trustees.
- D. Owner agrees to supply audited reports to the College and the Hidalgo County Appraisal District to establish the construction cost of improvements constructed pursuant to this Agreement and/or the jobs created. In its annual report to the College, the Owner shall include the Appraisal District's preliminary valuations, Owner's challenges to appraised values undertaken by Owner, and final appraised values; financial statements, including balance sheets and subsidiary ledgers of its tangible real and personal property in the Enterprise Zone.

VII. Default, Remedies and Limitation of Liability

- A. In the event Owner fails to commence construction of the Facility in the Enterprise Zone on or before December 31, 2028, this Agreement shall terminate effective as of the original date of this Agreement and College shall be entitled to recapture and collect payment of all ad valorem taxes abated under this Agreement by any and all means allowed by law, and as provided herein.
- B. In the event the Facility is completed and begins operation, and Owner:
 - 1. voluntarily ceases to operate the Facility for a continuous period exceeding eighteen (18) months;
 - 2. allows ad valorem taxes owed to College to become delinquent;
 - 3. relocates the Facility or the job creating activity outside the Enterprise Zone;
 - 4. breaches or fails to comply with any material term, condition, or representation contained in this Agreement; or
 - 5. uses or allows the use of the Facility for any purpose not related to the generation, storage and/or transmission of renewable energy for a period greater than 180 days in any calendar year of the abatement period, College may elect to terminate this Agreement and recapture abated taxes in accordance with Section VII(J). of this Agreement and the Guidelines and Criteria, unless such breach is cured within the Cure Period. Owner shall pay recaptured taxes to College within sixty (60) days from the date the Agreement terminates.
- C. Should College determine that Owner has breached this Agreement or the Guidelines and Criteria, College shall notify Owner in writing via certified or registered mail.
- D. No party may terminate this Agreement unless (i) such party provides written notice in accordance with Paragraph X hereof (a "Notice") to the other party specifying a material default in the performance of a material covenant or obligation under this Agreement and (ii) such failure is not (x) excused by the occurrence an event of Force Majeure or (y) cured by the other party within sixty (60) days after Notice

thereof, or if such failure cannot be cured within a sixty (60)-day period, the other party shall have such additional time to cure such default as is reasonably necessary as long as such party has commenced remedial action to cure such failure and continued to diligently and timely pursue the completion of such remedial action. Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from a change in law, or a change in the interpretation or enforcement of law, by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to cure such default prepared by such defaulting party and delivered to the other party. If Owner believes that such termination was improper, Owner may file suit in the proper court challenging such termination. In the event of default which remains uncured after all applicable notice and cure periods, the College may pursue the remedies provided for in Paragraph VII(J).

- E. The College shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure.
- F. Except as provided in paragraph VII(B), the Parties shall not deem any default to have occurred in situations involving minor or immaterial (as reasonably determined) changes to the description of the Site, minor or immaterial (as reasonably determined) changes to the description of the Improvements and/or Eligible Property, or any changes in ownership or in management of Owner or of the Project (so long as Owner or any Related Entity provides notice as provided for herein of such changes to the extent such notice is otherwise required under this Agreement) and so long as any and all successors of any interest whatsoever of Owner in this matter, expressly accept all terms and conditions of this entire Abatement Agreement.
- G. The College shall notify Owner and any Owner lender, tax equity provider, or hedge provider of which the College has notice, of any default in writing in the manner prescribed herein. All contact information for purposes of a notice of default shall be provided to the College Board of Trustees and shall be updated annually on or before January 1st of each year. The notice shall specify the basis for the declaration of default, and Owner shall have the periods of time specified above to cure any default. Any Owner lender of which the College has notice shall have the right to cure any defect or default, including any defect caused by an assignee or contractor of Owner, during the same cure periods provided for Owner under this Agreement. The notice of default shall be substantially in the form set out in paragraph VII(L).
- H. Owner shall have sixty (60) days from the date of College's notice to cure any default (unless fulfillment of any obligations requires activity over a period of time, in which case performance shall be commenced within sixty (60) days after the actual receipt of notice and such performance shall be diligently continued until the default is cured). The decision whether to cure any such default solely and absolutely belongs to Owner, and no party may compel Owner to cure.

- I. As required by section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement, the College shall be entitled to cancel the Agreement and all future tax abatements under this Agreement shall be void, and the College shall have the right to recoup its tax abatements.
- J. RECAPTURE. College may be entitled to recapture property tax revenue lost as a result of the exercise of remedies under this Agreement. The amount of property tax revenue that may be recaptured is set forth below:
 - (1) If entitled under Article VII(B) to recapture property tax revenue lost as a result of this Agreement, College shall have the right to recapture taxes already actually abated under this Agreement (i.e., recapture for prior tax years only – no anticipatory/prospective recapture of future taxes) according to the recapture schedule attached as Exhibit C.
 - (2) If termination occurs during the Term of Abatement, then Owner shall have sixty (60) calendar days from its date of notice of demand from College to recapture under Article VII(H) to pay all recaptured property tax revenues.
 - (3) Any recapture under this Article VII(H) shall be subject to any and all lawful offsets, settlements, deductions, and credits to which Owner may be entitled.
- K. Owner and College agree that any litigation of any kind whatsoever that is or may be necessary to be filed to protect any interest of any party with any interest herein, arising from or under this agreement, shall be filed, if at all, and shall only be maintained, exclusively in a State of Texas court of competent jurisdiction in Hidalgo County, Texas, and no other legal forum or venue whatsoever. This legal venue stipulation expressly includes the prohibition of removal of any litigation based in whole or in part upon federal statutes, rights, or causes of action. Further, any administrative or legal protest or any other legal challenge procedure(s) permitted by law to be undertaken by Owner in connection with taxes due and owing pursuant to this Abatement Agreement shall not release, delay or relieve Owner from making and meeting any and all additional and other financial commitments, payments and obligations it has agreed to make and is undertaking pursuant to all and other terms of this Abatement Agreement. During the pendency of any suit (including any appeals thereto), Abatement shall remain in effect as though no event of default had occurred and Owner shall continue to pay any disputed amounts to the College; provided, that upon final adjudication of the matter, if Owner is the prevailing party, such disputed amounts, if applicable, shall be returned to Owner.
- L. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

**YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER
YOUR TAX ABATEMENT AGREEMENT WITH THE COLLEGE. FAILURE
TO CURE THIS DEFAULT WITHIN SIXTY DAYS OF THE DATE OF THIS**

NOTICE OR OTHERWISE CURE THE DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND IF THE DEFAULT INVOLVED FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT, MAY INCLUDE RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

VIII. Compliance with State and Local Regulations

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

IX. Assignment of Agreement

- A. Owner shall not have the right, without the written consent of College, to assign all or part of its interest in the Land, the Facility, or this Agreement and maintain the tax abatement hereunder. Such consent shall not be unreasonably withheld. It shall be deemed reasonable for College to withhold consent with respect to any party that is delinquent in the payment of any taxes to College or the failure of Owner or a proposed assignee or transferee to provide reasonable and sufficient assurances that the College's expectations as to Residual Value arising from the Agreement will be satisfied. Notwithstanding the foregoing, Owner shall have the right without the consent of the College to collaterally assign its interest in the Land, Project, or this Agreement to a creditor in connection with any financing of the Project; provided (i) such assignee is not delinquent in the payment of any taxes to the College, (ii) the College is given prompt notice of such assignment and (iii) Owner expressly remains liable under this Agreement.
- B. In this regard, Owner acknowledges that the annual reporting imposed by this Agreement is an essential requirement and term of this Agreement.
- C. Any assignment of this Agreement shall require that all conditions and obligations in this Agreement shall apply to and be binding upon assignee. Upon such assignment and assumption, only if expressly approved by the College will Owner have no duties or obligations under the Agreement.
- D. No assignment shall be allowed if (a) the College has declared a default hereunder that has not been cured within all applicable notice and cure periods, or (b) the assignee is delinquent in the payment of any amount or report required under this Agreement or ad valorem taxes owed to the College or any other taxing jurisdiction in Hidalgo County.

X. Notice

All notices, demands, or other communications of any type (collectively, "Notices") given shall be given in accordance with this Paragraph. All Notices shall be in writing and delivered, by commercial delivery service, to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper

wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading; or by facsimile transmission. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile notice shall be effective upon receipt by the sender of an electronic confirmation. Regardless of the method of delivery, in no case shall notice be deemed delivered later than actual receipt. In the event of a notice of default given pursuant to Paragraph VII, such notice shall be given by at least two (2) methods of delivery and consistent with Paragraph VII(I). All Notices shall be mailed or delivered to the following addresses:

To the Owner: Monte Alto Windpower, LLC - Phase II
Attn: Milton Howard, Vice President of Development
11455 El Camino Real, Suite 160
San Diego, CA 92130
(858) 764-3745
MHoward@terra-gen.com

With Copies to: Damon Huplosky, Managing Director
437 Madison Avenue
New York, NY 10022-7001
(646) 829-3915
Dhuplosky@terra-gen.com

To the College: South Texas College Board of Trustees
3201 West Pecan
McAllen, Texas 78501
Attention: Dr. Ricardo J. Solis, President

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

XI. Severability

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

XII. Applicable Law

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

XIII. Amendment

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

XIV. Guidelines and Criteria

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

XV. Entire Agreement

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

XVI. Coordination of Local Hiring and Services

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

XVII. Provision of Health Insurance

As of the date this Agreement becomes effective, and until the earlier to occur of (i) the end of the tenth (10th) year of Abatement or (ii) the date this Agreement is terminated as provided herein, Owner shall provide health insurance to its full-time employees working in Cameron and Hidalgo County. Owner also agrees to use commercially reasonable efforts to require that the prime engineering, procurement and construction contractor working on the Project provides health insurance to its full time employees.

XVIII. Attorney Fees

The Owner agrees to reimburse the College for its reasonable attorneys' fees incurred in the negotiation and preparation of this Agreement, up to a maximum amount of Five Thousand Dollars (\$5,000).

(Signature Page Follows)

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

South Texas College

DATED: November ____, 2025

South Texas College Board of Trustees

Dr. Alejo Salinas, Chair

Paul Rodriguez, Vice Chair

Attest:

Danny Guzman, Secretary

Monte Alto Windpower, LLC - Phase II

By: _____
Milton R Howard, Vice-President of Development

Exhibit A

Application for Chapter 312 Tax Abatement Agreement by Monte Alto Windpower, LLC
- Phase II

Exhibit B

Tax Abatement Rates

Exhibit C

Recapture Schedule

Year of Tax Abatement Period In Which Recapture Event Occurs	College Will Recapture Following Percentages of Total Taxes Previously Abated
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

Discussion and Action as Necessary on Monte Cristo Phase II Windpower, LLC (Terra-Gen Development Company, LLC) Tax Abatement Application

Purpose To approve the tax abatement application for Monte Cristo Phase II Windpower, LLC (Terra-Gen Development Company, LLC, as the exclusive developer), to enable the College's participation in the new Phase II project.

Justification Terra-Gen Development Company, LLC, 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, a tax abatement agreement will be presented to the Board for approval at a later date. Notice of the public hearing will be advertised at least 30 days prior to the scheduled date of the hearing.

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

Enclosed Documents	Appendix A – PowerPoint presentation Appendix B – Monte Cristo Phase II Application
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 Consultant
Recommendation	The Committee recommends Board approval on the tax abatement application for Monte Cristo Phase II Windpower, LLC (Terra-Gen Development Company, LLC, as the exclusive developer), to enable the College's participation in the new Phase II project.



Appendix A

Monte Cristo Windpower II



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.
- Requesting a 50% Tax Abatement

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
- It's 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?

Application for Chapter 312 Tax Abatement Agreement by Monte Cristo Windpower, LLC – (Monte Cristo Phase II)



Submitted by:

Terra-Gen, LLC



August 2025

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): \$500,000
2. Dollar amount spent for materials* (total): \$500,000.
3. Dollar amount spent for labor** (local): \$325,000.
4. Dollar amount spent for labor** (total): \$325,000.
5. Number of jobs created in the construction of the Facility (local): 150 FTE's.
6. Number of jobs created in the construction of the Facility (total): 200 FTEs.
7. Number of jobs created on a permanent basis (local): 2 per site.
8. Number of jobs created on a permanent basis (total): 2 per site.

* The term “materials” is defined to include all materials used in excavation, site improvement, demolition, concrete, structural steel, fireproofing, 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, fireproofing, 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 (at start of project or by year 2028);
 - Shall exceed minimum levels of full-time job creation;
 - Provide employee and dependent access to health care benefits;
 - Provide a minimum living and all-industry wage requirements for new and existing employees at project site;

Terra-Gen Development Company, LLC, ("Terra-Gen") is the exclusive developer of Monte Cristo Windpower II (The Project). Each 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. Each project is anticipating total capital costs of \$223,388,000. It is anticipated that all of the Monte Cristo project will be located within Hidalgo County and South Texas College boundaries. The Project will be providing 200 construction jobs for Hidalgo County residents and 2 permanent operations jobs, which includes: wind turbine technicians, electrical engineers and other management positions with a starting salary of \$49,392.20 with access to employee/dependent health care benefits.

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, of 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.

Terra Gen, LLC is committed to the continuing education of local workforce and employees through local scholarship and or student support services.

Monte Cristo Windpower II will maintain 2 permanent jobs with a base salary of \$49,392.20, which exceeds the current County average earnings which are above the Hidalgo County average weekly wage (average for the most recent four quarters) as reported quarterly by the Bureau of Labor Statistics (currently \$42,224 in 2021-2022) qualifying as a "High-Wage Job", in addition to health care benefits, retirement, & leave time with pay

Section 3. Wage Requirements

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

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

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

High-Wage Jobs: High-wage jobs are either: (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 Hidalgo County average weekly wage (average for the most recent four quarters) as reported quarterly by the Bureau of Labor Statistics (currently \$33,592 in 2017).

- 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.

Monte Cristo Windpower II is committed to creating 2 permanent jobs with a base salary of \$49,392.20, which exceeds the current County average earnings which are above the Hidalgo County average weekly wage (average for the most recent four quarters) as reported quarterly by the Bureau of Labor Statistics (currently \$42,224 in 2021-2022) qualifying as a “High-Wage Job”, in addition to health care benefits, retirement, & leave time with pay.

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

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

Targeted Industries:

- Energy

Each special purpose entity is an entity created for the sole purpose of interconnecting 200-472 Megawatts (“MW”) of renewable energy into the ERCOT market.

Section 5. Local Assessment: County and Community:

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

- (a) Local Community:

The projects are located in rural portions of Hidalgo County & do not have immediate impact on local communities other than the acquisition of goods & services, and employment.

- (b) Property Owners:

During leasing and prior to construction Terra-Gen has consulted with each individual landowner to ensure the development meets the desired goals of each party.

- (c) Local Political Leaders:

The projects have been introduced to Hidalgo County leadership and have already sought the guidance of County’s permitting office, fire marshal, and drainage/irrigation entities.

- 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: Hidalgo County Permit, Fire Marshall, Solid Waste, Irrigation/Drainage Offices.
- (b) State: TCEQ, Tx Parks & Wildlife, State Comptroller
- (c) Federal: Federal Aviation Admin (FAA), U.S. Fish & Wildlife

- 5.3 Outline what processes, if any, were followed for community consultation for the

Facility's development.

Per requirements of Hidalgo County permitting office, Terra Gen will be applying for County Permit for construction of the wind farm at each location. At their request, each permit will be routed for approval to the County's fire marshal, solid waste and irrigation/drainage districts.

- 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.

Neither an EIS or Clearance is required for the wind farm facilities by any state for federal regulatory agency.

- 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.

To date, there have been no requirements or requests by any governmental agency for the assessment of environmental noise impacts.

- 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.

There is no state regulatory agency currently required to oversee or monitor the wind farm projects. However, Electric Reliability Council of Texas ("ERCOT") is responsible for the reliability of the energy transmission grid and is the only authority that The Project will interface with on an ongoing basis.

- 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:

Terra Gen, LLC as developer of the projects will rely on the review of the applicable County and State agencies with regulatory responsibility over the compatibility of the Facility site(s) with the surrounding uses, to include aviation, 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.

The wind turbine generators that will make up the Projects have an estimated life expectancy of 25 years. Within the leases executed with the local landowners, Terra-Gen has included a Removal Bond to insure funding for The Projects decommissioning., Every turbine and associated infrastructure will be removed at the project’s end of life. The lessors have allowed for Terra-Gen to have an option to assign interests to a qualified party if the opportunity is considered, however the lease obligates the qualified party to comply with all aspects of the lease including the removal bond, term of lease, and payments to the landowner.

Section 7. Noise Auditing and compliance:

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

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

At this time there are no state or federal regulatory compliance regulations that require the developer to maintain noise monitoring facilities.

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 along with completed Schedules I and II.

Part I. Applicant Information

Application Date: 08/06/2025

Applicant Name: Monte Cristo Windpower, LLC Monte Cristo Windpower II, LLC – Monte Cristo Phase II

Applicant's address: 11455 El Camino Real, Suite 160 San Diego, CA 92130

Applicant's phone number: 858-764-3754

Applicant's organization: Terra-Gen, LLC

Type of Business: Renewable Energy

Organization address: 11455 El Camino Real, Suite 160 San Diego, CA 92130

Organization's phone number: 858-764-3754

Authorized Representative: Milton Howard

Authorized Representative's address (if different than above): Same as above

Authorized Representative's phone number: 713-703-7044

Part II. Project Information

Proposed project or facility address: (see specifics for each Project below)

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

Monte Cristo Windpower II, LLC- Monte Cristo Phase II:

Monte Cristo Windpower II, LLC ("Monte Cristo Phase II") is a Renewable Energy project located in Hidalgo County, Texas north/northwest of the La Joya/Sullivan City boundaries to be located on west of Jarachinas Rd & South of Mile 14 Rd. Monte Cristo Phase II seeks to develop and interconnect approximately 236 megawatts ("MW") of power into the ERCOT market via interconnect into the AEP 345 kV Lon C Hill transmission line.

The improvements for Monte Cristo Windpower II, LLC - Monte Cristo Phase II will consist of a proposed wind power generation facility, comprised of approximately 236 megawatts ("MW") of nameplate capacity located in the Hidalgo County Enterprise Zone. Construction is anticipated to begin no later than the 4th quarter of 2027 and it is currently anticipated that construction will be complete by the 4th quarter of 2028.

The improvements are expected to have an estimated value of at least \$223,388,000 upon

completion, although the actual value will be determined by the Hidalgo County Appraisal District. The Project is expected to include between 53 to 62 wind turbines ranging from 3.4 and 4.0 MW turbines from a tier 1 manufacturer, although the exact number may vary depending on factors such as the type and size of turbines used and site wind characteristics. Exact turbine specifications are reserved due to an unannounced competitive turbine supply procurement process between select manufacturers. However, such factors will not pose a significant impact on the anticipated investment amount. The improvements shall also include any other property in the Enterprise Zone meeting the definition of "Eligible Property" contained in the Tax Abatement Guidelines and criteria for South Texas College that will be used to produce wind power and perform other functions related to the production, distribution and transmission of electric power.

2. Does this property fall under the definition of "Eligible Property" provided in the Hidalgo 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 projects or facilities will be located.

Taxing Entity #1: Hidalgo County

Taxing Entity #2: South Texas College

Taxing Entity #3: South Texas ISD

Taxing Entity #4: Edinburg CISD

- a. Are applications for tax abatement being submitted to all these jurisdictions?

Yes
 No

Monte Cristo will not be receiving value limitation agreements with South Texas ISD or Edinburg CISD. A Tax abatement agreement with Hidalgo County has already been approved.

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?

Monte Cristo Windpower, LLC – Monte Cristo Phase II is seeking an 100% 50% abatement of taxes effective for ten (10) full calendar years for the projects beginning on January 1 of the tax year following the date that the College President and/or the President of the Board of Trustees receives a letter certifying completion of construction of Projects, outlining the Improvements included in the Projects, and stipulating the overall turbine capacity.

Monte Cristo Windpower, LLC – Monte Cristo Phase II is anticipating individual capital costs of at least \$223,388,000. The improvements for The Project will consist of the proposed wind power generation facility, comprised of approximately 236 megawatts ("MW") of nameplate capacity located within the Hidalgo County Enterprise Zone.

The improvements for Monte Cristo Windpower, LLC – Monte Cristo Phase II is expected to have an individual estimated value of at least \$223,388,000 upon completion, although the actual value will be determined by the Hidalgo County Appraisal District. The Project phases are expected to include between 53 to 62 wind turbines each ranging from 3.x and 4.x MW turbines from a tier 1 manufacturer, although the exact number may vary depending on factors such as the type and size of turbines used and site wind characteristics. Exact turbine specifications are reserved due to an unannounced competitive turbine supply procurement process between select manufacturers. However, such factors will not pose a significant impact on the anticipated investment amount. Improvements should also include any other property in the Enterprise Zones meeting the definition of "Eligible Property" contained in the Tax Abatement Guidelines and criteria for South Texas College that will be used to produce wind power and perform other functions related to the production, distribution and transmission of electric power.

a. What is the extent of the abatement being requested?

Monte Cristo Windpower, LLC – Monte Cristo Phase II seeks an abatement of taxes of the cited projects effective for ten (10) full calendar years for the project beginning on January 1 of the next tax year, after the date that the College President and/or the President of the Board of Trustees receives a letter certifying completion of construction of Projects, outlining the Improvements included in the Projects, and stipulating the overall turbine capacity.

b. Does applicant contemplate that the Project will be completed in Phases?

Yes
 No

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*)

The initial estimated taxable value of the Project phase when completed is expected to be \$223,388,000 within Hidalgo County. Although the actual value after year 10 will depend upon an annual appraisal by the Hidalgo County Appraisal District and specific decisions to be made by Terra-Gen, LLC in the future, the developer estimates of each project, will have retained a value of approximately \$68,250,923.

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

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

Monte Cristo Windpower II, LLC, Monte Cristo Phase II intends to construct a wind powered electric generating facility with an expected value of approximately \$223,388,000 in Hidalgo County for each phase. At a minimum, the phase will result in a wind power facility with an estimated 236-megawatt nameplate capacity.

Monte Cristo Windpower, LLC – Monte Cristo Phase II estimates that the installation of the wind turbines will create 100-150 temporary construction jobs over the course of the Project's construction, which is estimated to last twelve to fourteen (12-14) months of construction. Monte Cristo further anticipates the creation of 2 full-time jobs for the operation and maintenance of the Projects. Continuing operations and maintenance activities in Hidalgo County will create opportunities for purchase of contracting services and supplies from Hidalgo County businesses. Over the course of construction of the Projects, Terra Gen will make an effort to use local labor and purchase services and materials local businesses where practicable.

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

The wind farm will provide “clean” renewable power to customers served by Terra Gen, LLC. Wind energy creates little or no emissions impacting the environment. The project will continue to provide this clean energy source for decades to come.

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

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 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 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 County.

9. Please attach the following information to this application:

- (1) A map and description of the property for which abatement is sought;
See page 13-15

(2) A time schedule for completing the planned improvements; and,
Monte Cristo Windpower, LLC - Monte Cristo Phase II is anticipating that construction will begin no later than the ~~3rd~~ 4th Quarter of 2027 and will be completed by the 4th Quarter of 2028.

(3) Basic financial information about yourself and your organization sufficient to enable evaluation of the applicant's financial capacity.
<https://www.terra-gen.com/>

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

Please see Attachment. The Project is located within the designated Hidalgo County Enterprise Zone. Hidalgo County Commissioners Court has previously recognized the existing enterprise zones for purposes of The Project.

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

Please see Attachment.

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

Authorized Representative's Signature:

Milt Howard

Milton Howard
Vice President of Development
Terra-Gen, LLC

Date of application submission:

Exhibit A

Legal Descriptions of Investment Zones Containing Proposed Projects

Please attach a copy of the map of the Counties Zones and the locations of the facilities

Monte Cristo II:

The legal descriptions for Monte Cristo Windpower, LLC – Monte Cristo Phase II are as follows:

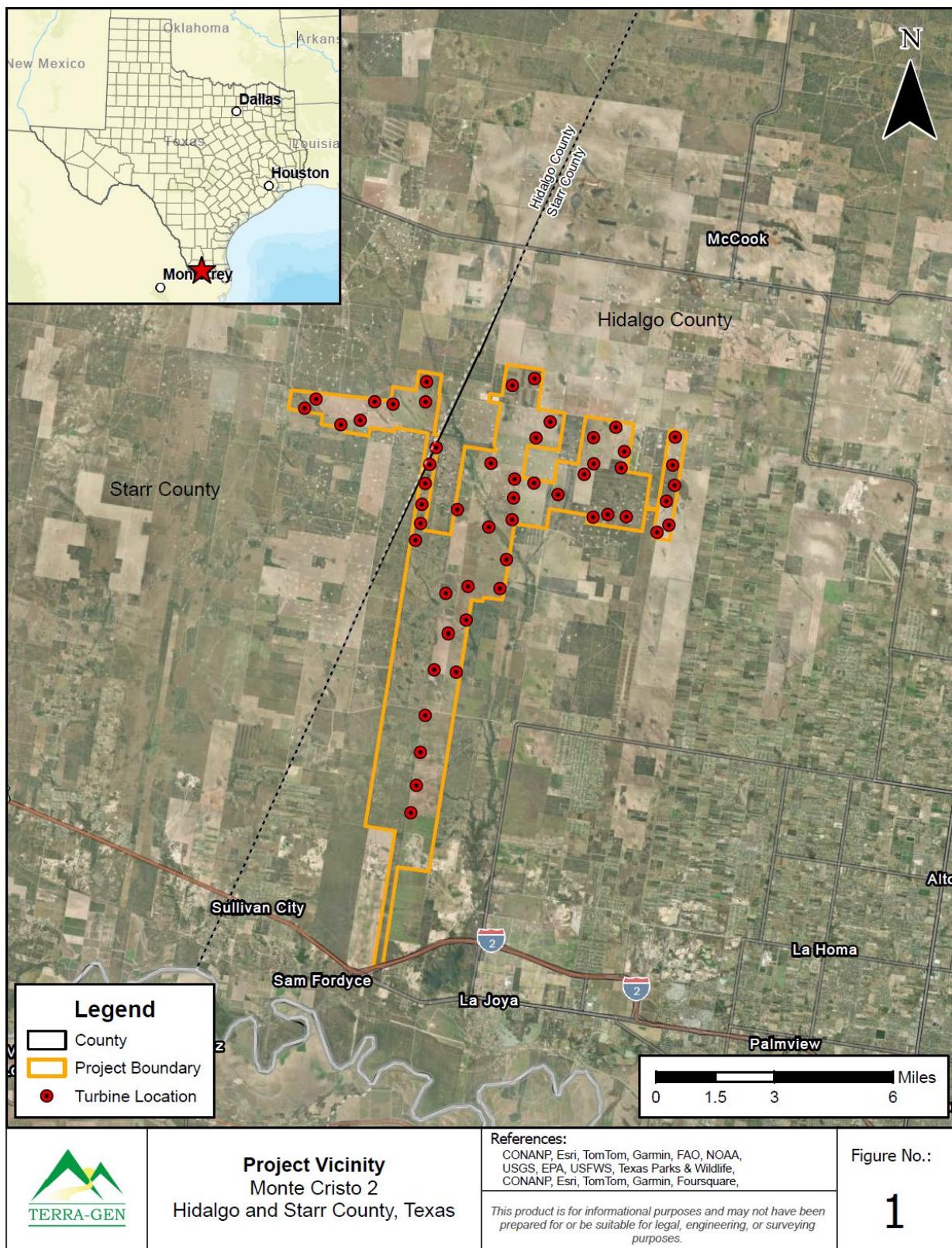
prop_id	legal_desc
101122	PORCION 45 W 61.445 LOT 2 61.45AC GR 56.35AC NET
101120	PORCION 45 W 61.445 LOT 1 61.45AC GR 56.35AC NET PORCION 45 W 61.445 AC LOT 4 61.45AC GR 56.35AC
101126	NET
101127	PORCION 45 E 61.44 AC LT 5
101128	PORCION 45 W 61.445 LOT 5 61.45AC GR 56.35AC NET
101137	PORCION 45 E 61.44 AC LT 10
101119	PORCION 45 E 61.44 LT 1
101129	PORCION 45 E 61.44 AC LT 6
101133	PORCION 45 E 61.44 AC LT 8
101135	PORCION 45 E 61.44 AC LT 9
101140	PORCION 45 SE 30.722AC LOT 11 29.97AC NET PORCION 45 W 61.445 AC LOT 14 61.45AC GR 56.35AC
101147	NET
101153	PORCION 45 E 61.44 AC LT 17 PORCION 45 W 61.445 AC LOT 17 61.45AC GR 56.35AC
101152	NET PORCION 45 W 61.445 AC LOT 16 61.45AC GR 56.35AC
101150	NET
101124	PORCION 45 W 61.445 LOT 3 61.45AC GR 56.35AC NET PORCION 45 W 61.445 AC LOT 6 61.45AC GR 56.35AC
101130	NET PORCION 45 W 61.445 AC LOT 9 61.45AC GR 56.35AC
101136	NET PORCION 45 W 61.445 AC LOT 13 61.45AC GR 56.35AC
101145	NET
101157	PORCION 45 E 61.44 AC LT 19
101132	PORCION 45 W 61.445 LOT 7 61.45AC GR 56.35AC NET
101131	PORCION 45 E 61.44 LT 7 PORCION 45 W 61.445 AC LOT 10 61.45AC GR 56.35AC
101138	NET PORCION 45 W 61.445 LOT 12 61.45AC GR 56.35AC
101143	NET PORCION 45 W 61.445 AC LOT 15 61.45AC GR 56.35AC
101149	NET
101159	PORCION 45 E 61.44 AC LT 20

101155 PORCION 45 E 61.44 AC LT 18
101148 PORCION 45 E 61.44 AC LT 15
101161 PORCION 45 E 61.44 AC LT 21
101125 PORCION 45 E 61.44 AC LT 4
101123 PORCION 45 E 61.44 LT 3
101121 PORCION 45 E 61.44 LT 2
101142 PORCION 45 E 61.44 AC LT 12
101144 PORCION 45 E 61.44 AC LT 13
101146 PORCION 45 E 61.44 AC LT 14
PORCION 45 W 61.445 LOT 11 61.45AC GR 56.35AC
101141 NET
PORCION 45 W 61.445 AC LOT 18 61.45AC GR 56.35AC
101154 NET
101151 PORCION 45 E 61.44 LT 16
101134 PORCION 45 W 61.445 LOT 8 61.45AC GR 56.35AC NET
PORCION 46 AN IRR TR S5041'-N12,515'-W3485.6'
101236 595.22AC
101095 PORCION 44 ABST 81 3506.95 AC GR 3496.05 AC NET
101075 PORCION 43 1472.45 AC N OF MILE 7
PORCION 46 N7,473.8'-W3,568.2' & E106.2'-W3,587.7'-
541653 N1,330.7' 600AC NET
LOS GUAGES & MAGUELLES E1486.75'-W2973.5' SEC
223169 38 160AC
641983 LOS GUAGES & MAGUELLES E1/2 SEC 38 320AC
731287 PORCION 45 N1012.99'-W1849.50' LOT 19 37.67 AC NET
279561 SCHUNIOR'S LT 4 SH 5 164.75 AC
279558 SCHUNIOR'S LT 2 SH 5 164.75 AC
279560 SCHUNIOR'S E1/2-164.75AC LOT 3 SH 5 82.38AC
279562 SCHUNIOR'S W886.33'SH 5 117.61AC GR 117AC NET
279559 SCHUNIOR'S W1/2-164.75AC LOT 3 SH 5 82.37AC
101174 PORCION 45 E 61.445 AC LT 27
101178 PORCION 45 E61.445AC LOT 29
101180 PORCION 45 E 61.445 AC LT 30
101181 PORCION 45 W61.445AC LOT 31
101164 PORCION 45 S 10 AC OF W 61.445 AC OF LT 22
101187 PORCION 45 W 61.445 AC LT 34
101177 PORCION 45 W 61.445 AC LT 29
101175 PORCION 45 W 61.445 AC LOT 28
101173 PORCION 45 W 61.445 AC LT 27
PORCION 47 TR 2 496.95 AC EXC 1.0 AC FOR IMPS
101337 495.95 AC
PORCION 44 SH 1A 435.28 EXC AN IRR TR N1049.67'-
101096 E996.53' & EXC 10.90AC HWY R/O/W 399.74AC NET
101190 PORCION 45 E 61.445 AC LOT 35
101189 PORCION 45 W 61.445 AC LT 35

101188 PORCION 45 E 61.445 AC LOT 34
101167 PORCION 45 W 61.445 AC LT 24
101165 PORCION 45 W 61.445 LT 23
101168 PORCION 45 E 61.445 AC LT 24
101172 PORCION 45 E 61.445 AC LT 26
101179 PORCION 45 W 61.445 AC LOT 30
101185 PORCION 45 W 61.445 AC LOT 33
101183 PORCION 45 W 61.445 AC LT 32
101186 PORCION 45 E 61.445 AC LT 33
101171 PORCION 45 W 61.445 AC LT 26
101169 PORCION 45 W 61.445 AC LT 25
101166 PORCION 45 E 61.445 AC LT 23
101170 PORCION 45 E 61.445 AC LT 25
101176 PORCION 45 E 61.445 AC LT 28
101182 PORCION 45 E 61.445 AC LOT 31
101184 PORCION 45 E 61.445 AC LT 32
101162 PORCION 45 E 51.445AC LOT 22 50.70AC NET
101162 PORCION 45 E 51.445AC LOT 22 50.70AC NET
201244 JUAN LINO GARZA LT 1 POR 46
201245 JUAN LINO GARZA LT 2 POR 46
279619 SCHUNIOR'S SH 13 1AC-451.05AC 1.00AC
101827 PORCION 76 600.18AC
573139 PORCION 76 600.18AC
279623 SCHUNIOR'S SH 15 1650.00 AC
TEX-MEX SURVEY 880.96AC-ABST 658 & 211.64AC N
OF ABST 658 & S OF LOT 38-39 LOS GUAJES
294548 1102.90AC NET
279557 SCHUNIOR'S LT 1 SH 5 164.75 AC

Exhibit B
Maps of Project Areas

CONFIDENTIAL-PLEASE SEE ATTACHED



(a) **Written Application.** Any current or potential owner of taxable property may request Abatement by filing a written application with the President of the College. **Exhibit A**

(b) **Contents of Application.**

- a. The application shall consist of a completed application form (Exhibit A) accompanied by:
- b. a general description of the new improvements to be undertaken;
- c. a descriptive list of the improvements for which Abatement is requested;
- d. a list of the kind, number and location of all proposed improvements of the property;
- e. a map and property description; proposed turbine location (if a wind turbine Facility);
- f. and a time schedule for undertaking and completing the proposed improvements.
- g. 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) **Written Notification.** Upon receipt of a completed application, the President shall evaluate the application for a determination of the proposed Facility's compliance with these Guidelines.

(e) **Feasibility.** After receipt of an application for Abatement, the College shall consider the feasibility and the impact of the proposed Abatement. The study of feasibility shall include, but not be limited to, an estimate of the economic effect of the Abatement of taxes and the benefit to the College and the Facility to be covered by such Abatement.

(f) **No Abatement if Construction has been Completed.** No Agreement shall be approved if the application for the Abatement was filed after the completion of construction, alteration or installation of improvements related to the proposed Modernization, Expansion or New Facility.

(g) **Variance.** Requests for variance from the provisions of these Guidelines and Criteria may be made in written form; provided, however, that no variance may extend the term of Abatement beyond five (5) years after completion of the Construction Phase. Such requests shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request for variance requires a three-fourths (3/4ths) vote of the board of trustees of the College.

Project Descriptions:

Monte Cristo Windpower II, LLC: Monte Cristo Phase II

Monte Cristo Windpower II, LLC, Monte Cristo Phase II is requesting an appraised value limitation on all of the property constructed or placed upon the real property within South Texas College, which is located in Hidalgo County, Texas.

The property for which the Applicant is requesting an appraised value limitation shall include, but is NOT limited to, the following: [between 53 to 62 wind turbines ranging from 3.4 and 4.0 MW](#) turbines from a tier 1 manufacturer, although the exact number may vary depending on factors such as the type and size of turbines used and site wind characteristics, with an estimated total generating capacity of approximately 236 MW; between 53 to 62 steel reinforced concrete foundations supporting the weight of each turbine tower; between 53 to 62 electric power transformers; underground conductor cables used to transport electricity from each turbine tower to an electrical substation; and a new electrical substation interconnected to the ETT Lobo to North Edinburg, 345kV transmission line located in central Hidalgo County.

Additionally, the map provided does not represent the final location of the improvements; however, all of the improvements that make up the amount of Qualified Investment will be made within the Project Investment Area as shown on Map Exhibit B.

The Applicant intends to construct a shared Maintenance and Operations building to house equipment i.e. junction boxes, transformer equipment, and turbine electronic controls for both Monte Cristo Projects. The Applicant will also be constructing an electrical substation facility for integration and transmission of power into the electrical grid.

Construction of Monte Cristo Phase II is proposed to begin in the ~~3rd~~ ^{4th} Quarter of 2027 with an estimated commercial operations date no later than the 4th Quarter of 2028, contingent upon favorable economics for the project.

Descriptive List for which Abatement is being requested:

Monte Cristo Windpower II, LLC- Monte Cristo Phase II:

Monte Cristo Phase II plans to construct an estimated 236 MW wind farm in Hidalgo County, located entirely within Edinburg CISD. Monte Cristo Phase II improvements of Qualified Property include:

- between 53 to 62 Wind Turbines with an approximate nameplate capacity ranging from 3.4 and 4.0 MW;
- between 53 to 62 Wind Turbine Foundations;
- Several thousand feet of Transmission Collection System cable & Junction Boxes;
- Overhead Transmission and Interconnection infrastructure;
- Additional meteorological towers;
- All-weather Road work sloped for drainage;

For purposes of this application, the Project anticipates using between 53 to 62 Wind Turbines, ranging

from 3.4 and 4.0 MW turbines from a tier 1 manufacturer, although the exact number may vary depending on factors such as the type and size of turbines used and site wind characteristics, all equipment outlined above is expected to be located within South Texas College boundaries.

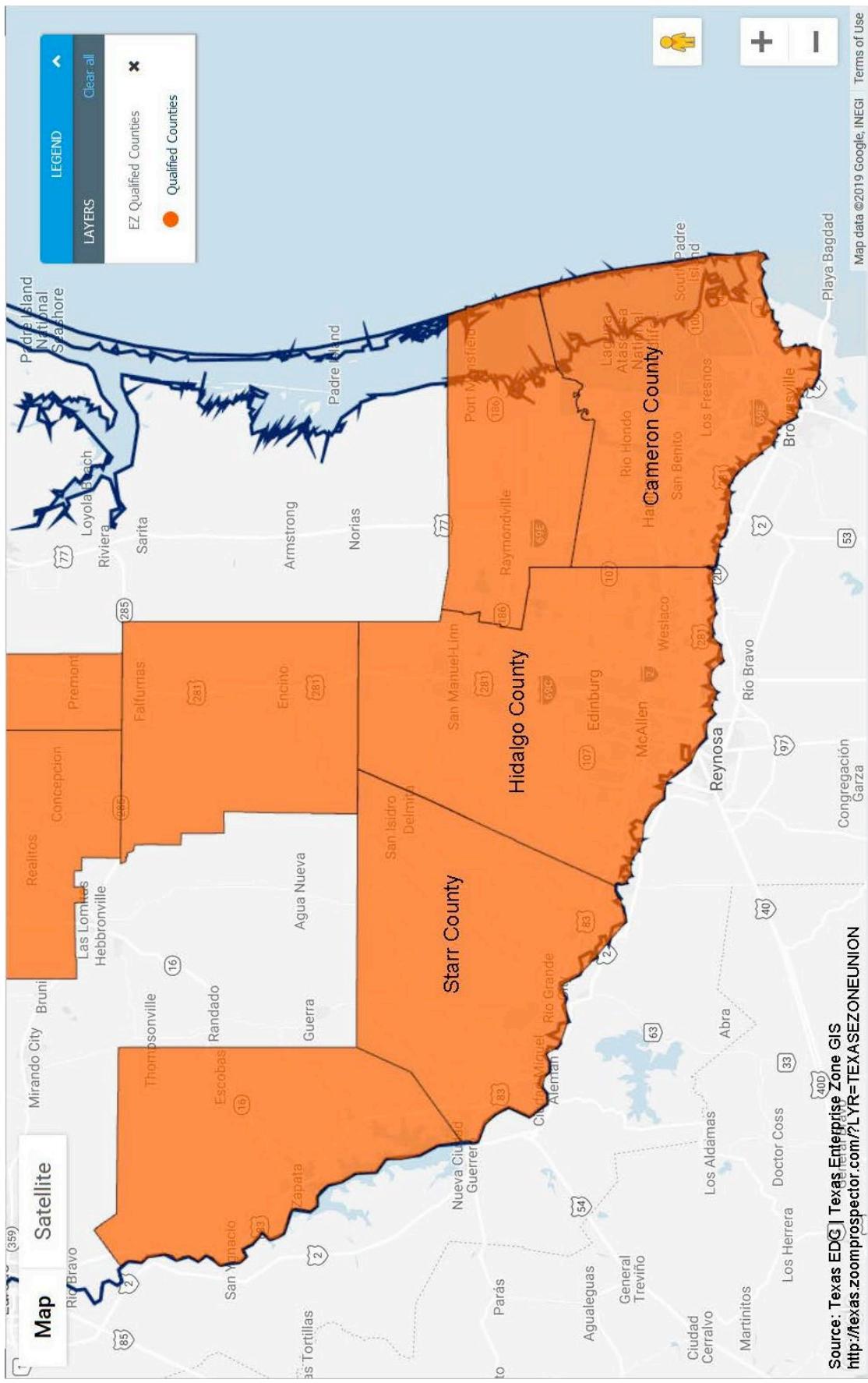
The exact placement of turbines is subject to ongoing planning, wind resource evaluation, engineering, land leasing, and turbine selection. The final number and location of turbines and supporting structures will be determined before construction begins. However, any changes in the number and location of turbines will not have a significant impact on the total investment. Monte Cristo intends to connect to AEP Lon C. Hill to North Edinburg, 345kV transmission line, located within South Texas College boundaries. All of the infrastructure will remain within the project boundary and within the Enterprise Zone. The map in Exhibit B shows the proposed project area with the anticipated improvement locations.

Enterprise Zones:

Hidalgo, County is designated enterprise zone county as defined under the Texas Governor's "[Governor's Economic Development Finance department online](#)" link provided by Texas Comptroller website under "[The Texas Enterprise Zone Program](#)." The Governor's website "Texas Enterprise Zone Program"- "[Economic Zone Program Rules, 10 TAC 176](#)" according to section (b), subsection (11); which defines a distressed county as: "a county that has a poverty rate above 15.4 percent based on the most recent decennial census; in which at least 25.4 percent of the adult population does not hold a high school diploma or high school equivalency certificate based on the most recent decennial census; and that has an unemployment rate that has remained above 4.9 percent during the preceding five years, based on Texas Workforce Commission data."

Source: <https://businessintexas.com/services/tax-incentives?view=texas%20enterprise%20zone%20program>

Enterprise Zone Map



Review and Action as Necessary on Rescind Award of Proposal, Purchases, Purchase Renewals, Renewals, and Interagency Agreements

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

Rescind Award of Proposal – 1) Purchase and Installation of Parking Lot LED Light Poles and Fixtures – Pecan Campus and Starr County Campus

Purpose	Rescind the May 27, 2025 Board award to Lexine Inc. (McAllen, TX), for the purchase and installation of parking lot LED light poles and fixtures – Pecan Campus and Starr County Campus.
Justification	<p>The vendor withdrew their proposal on October 21, 2025.</p> <p>The project will be re-advertised.</p>
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Ricardo De La Garza, Executive Director of Facilities Planning and Construction George McCaleb, Executive Director of Facilities Operations and Maintenance
Recommendation	The Committee recommends Board approval to rescind the May 27, 2025 Board award to Lexine Inc. (McAllen, TX), for the purchase and installation of parking lot LED light poles and fixtures – Pecan Campus and Starr County Campus.

Purchases – 2) Automotive Instructional Equipment

Purpose	Purchase automotive instructional equipment from Advance Stores Company Incorporated (Raleigh, NC), a Texas Association of School Boards (TASB) – Buyboard and OMNIA Partners approved vendor.
Justification	To replace worn and outdated tools currently in use at the Technology and Starr County campuses. The new equipment will be utilized by the students to perform brake repair tasks, recycle refrigerants, and complete related job sheets in the shop. This upgrade offers students valuable hands-on experience with modern equipment that reflects current industry standards and practices.
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 for Business, Public Safety, and Technology
Recommendation	The Committee recommends Board approval to purchase automotive instructional equipment from Advance Stores Company Incorporated (Raleigh, NC), a Texas Association of School Boards (TASB) – Buyboard and OMNIA Partners approved vendor, at a total amount of \$101,516.14.

Purchases – 3) Automotive Training Equipment

Purpose	Purchase automotive training equipment from Genuine Parts Company/ dba NAPA Auto Parts (McAllen, TX), a Texas Association of School Boards (TASB) – Buyboard approved vendor.
Justification	To replace worn and outdated equipment currently in use at the Technology and Starr County campuses, this purchase will provide students with updated automotive tools and machinery. The new equipment will support hands-on learning through tasks such as tire repairs, working with run-flat tires, and other shop-related procedures. Additionally, the Technology Campus will receive a specialized lift designed for electric vehicle (EV) training, enhancing safety and ensuring alignment with current industry standards. These upgrades will equip students with practical experience using modern tools and technologies, better preparing them for real-world applications in the automotive field.
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 for Business, Public Safety, and Technology
Recommendation	The Committee recommends Board approval to purchase automotive training equipment from Genuine Parts Company/ dba NAPA Auto Parts (McAllen, TX), a Texas Association of School Boards (TASB) – Buyboard approved vendor, at a total amount of \$50,000.00.

Purchases – 4) Compact Desktop Laser System

Purpose	Purchase a compact desktop laser system from Technical Laboratory Systems, Inc. (Houston, TX), The Interlocal Purchasing System (TIPS) approved vendor.
Justification	To provide a range of technologies for hands-on, project-based creation and learning in a flexible, collaborative environment. It supports academic partnerships through curricular, co-curricular, and extracurricular work and promotes student and community engagement by providing specialized tools and learning experiences typically available to Architectural and Engineering Design Technology programs.
Funding	Funds for this expenditure are budgeted in the Learning Commons and Open Labs and Technology, Information, and Planning Services budget for FY 2025 – 2026.
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Dr. Jesús Campos, Interim Vice President for Technology, Information & Planning Services Arturo Solano, Director of Learning Commons and Open Labs
Recommendation	The Committee recommends Board approval to purchase a compact desktop laser system from Technical Laboratory Systems, Inc. (Houston, TX), The Interlocal Purchasing System (TIPS) approved vendor, at a total amount of \$50,744.00.

Purchases – 5) Computers, Laptops, Tablets, and Monitors

Purpose	Purchase computers, laptops, tablets, and monitors from the vendors listed in Appendix A.
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.
Enclosed Documents	Appendix A – Vendor List Appendix B – District-Wide Technology Request Summary Other information is included in the Supporting Documentation.
Funding	Funds for these expenditures are budgeted in the requesting department budgets for FY 2025 – 2026 as follows: Learning Commons and Open Labs, Centers for Learning Excellence, Counseling and Student Access Services, Mechatronics Program, College Connections, History Program, Education Program, Political Science Program, Operations Management Bachelor Program, Occupational Therapy Program, Technology Resource Fund Program, Facility Maintenance, Dual Credit Programs, Dual Credit Pathways Program, Student Accounts and Sponsored Programs, Research and Analytical Services, Curriculum, and Communication and Creative Services.
Staff Resource	Dr. Jesús Campos, Interim Vice President for Information Services, Planning, Performance, & Strategic Initiatives Lucio Gonzalez, Associate Vice President -Technology and Chief Information Officer
Recommendation	The Committee recommends Board approval to purchase computers, laptops, tablets, and monitors from the vendors listed in Appendix A at a total amount of \$179,996.65.

APPENDIX A

Vendor List

Vendor (City, State)	Purchasing Cooperative	Amount
Dell Marketing, LP (Dallas, TX)	OMNIA Partners	\$179,588.65
Apple, Inc. (Dallas, TX)	Choice Partners Cooperative	\$408.00
Total Amount:		\$179,996.65

APPENDIX B

District-Wide Technology Request Summary

Student Computers		Staff Computers	
113	Learning Commons and Open Labs	4	Political Science Program
7	Centers for Learning Excellence	1	Operations Management Bachelor Program
Student Laptops		1	Occupational Therapy Program
5	Counseling and Student Access Services	Staff Computers	
11	Mechatronics Program	1	Technology Resource Fund Program
Student Tablets		Staff Laptops	
1	College Connections	1	Facility Maintenance
Student Monitors		1	Dual Credit Programs
40	Learning Commons and Open Labs	1	Dual Credit Pathways Program
Faculty Laptops		2	Student Accounts and Sponsored Programs
1	History Program	2	Research and Analytical Services
1	Education Program	1	Curriculum
		1	Centers for Learning Excellence
		1	Communication and Creative Services

Purchases – 6) Maintenance Parts and Lab Supplies

Purpose	Purchase maintenance parts and lab supplies from Harbor Freight Tools USA, Inc. (Dallas, TX), The Interlocal Purchasing System approved vendor, and Lowe's Companies, Inc. (Dallas, TX), an OMNIA Partners approved vendor.
Justification	To provide lab supplies for the Public Safety and Technology Programs, serving an instructional purpose and allowing technicians and students to gain hands-on experience in troubleshooting, installation, and maintenance practices. Also, providing the Maintenance Department with parts and supplies for districtwide daily requests for repairs, and improvements in the areas of plumbing, painting, irrigation, electrical, door locks, vehicle and equipment batteries, lumber, heating, ventilation, air conditioning, and refrigeration.
Funding	Funds for this expenditure are budgeted in the Facilities Maintenance, Public Safety and Technology Programs budgets 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 for Business, Public Safety, and Technology Mary Del Paz, Vice President for Finance and Administrative Services George McCaleb, Executive Director of Facilities Operations and Maintenance
Recommendation	The Committee recommends Board approval to purchase maintenance parts and lab supplies from Harbor Freight Tools USA, Inc. (Dallas, TX), The Interlocal Purchasing System approved vendor, and Lowe's Companies, Inc. (Dallas, TX), an OMNIA Partners approved vendor, for the period beginning September 1, 2025 through August 31, 2026, at an estimated total amount of \$80,000.00.

Purchases – 7) Mobile Firefighter Training Device

Purpose	Purchase a mobile firefighter training device from Taylord Systems, LLC (Spokane Valley, WA), 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 with inner and outer swing options, a ground-level window for rebar cutting, sash breaking, ventilation, and Denver Drill exercises.
Funding	Funds for this expenditure are budgeted in the Regional Center for Public 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 for Business, Public Safety, and Technology Robert Vela Jr., Site Administrator for the Regional Center for Public Excellence
Recommendation	The Committee recommends Board approval to purchase a mobile firefighter training device from Taylord Systems, LLC (Spokane Valley, WA), a sole source vendor, at a total amount of \$68,750.00.

Purchases – 8) Security Cameras and Accessories

Purpose	Purchase security cameras and accessories from the vendors listed in Appendix A.
Justification	To enhance campus security and ensure consistency with the College's standardized video surveillance infrastructure, the goal is to procure security cameras, software licenses, mounting hardware, cabling, and other necessary accessories on an as-needed basis. These purchases will support ongoing maintenance, system expansions, and equipment replacements across various campus locations. Acquiring these components as needed will allow the College to respond promptly to security concerns, maintain system compatibility, and uphold safety standards for students, staff, and visitors.
	On June 24, 2025, the Board of Trustees approved a contract for security cameras and accessories totaling \$100,000.00. At this time, an additional amount is needed due to an increased request for security cameras to support a safer campus environment.
Funding	Funds for this expenditure are budgeted in the Security Surveillance budget for FY 2025 - 2026.
Enclosed Documents	Appendix A – Vendors List
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 security cameras and accessories from the vendors listed in Appendix A for the period beginning June 25, 2025 through June 24, 2026, at an additional estimated amount of \$150,000.00, from the Board approved vendors.

APPENDIX A

Vendors List

Vendor (City, State)	Vendor (City, State)
DAC (Houston, TX) (New)	Digi Security Systems (Dallas, TX)
Halifax Security, Inc. (Las Vegas, NV)	Superior Alarms (McAllen, TX)

Purchases – 9) Shuttle Bus

Purpose	Purchase a shuttle bus from Model 1 Commercial Vehicles, Inc. (Indianapolis, IN), a Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program approved vendor.
Justification	To procure one (1) shuttle bus for our college transportation system. The shuttle bus will provide seating for a total of fourteen (14) passengers with two (2) wheelchair spaces. This vehicle will replace a shuttle bus that requires frequent maintenance and repair, has exceeded 100,000 miles, and incurs significant idling hours. The college has not purchased a new shuttle bus since FY 2018 – 2019.
Funding	Funds for this expenditure are budgeted in the Student Transportation Services 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 shuttle bus from Model 1 Commercial Vehicles, Inc. (Indianapolis, IN), a Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program approved vendor, at a total amount of \$135,058.20.

Purchase Renewals – 10) Server Software and Hardware Maintenance Support Agreement

Purpose	Renew the server software and hardware maintenance support agreement with Netsync Network Solutions (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor.
Justification	To provide continuous, 24/7 technical support year-round for the college's computer servers and backup data storage systems, ensuring reliable support, including critical updates and patches to address security vulnerabilities. The servers and backup storage serve as a centralized platform for hosting virtual desktops and ERP applications that support students and faculty district wide.
Funding	Funds for this expenditure are budgeted in the Systems and Networking budget for FY 2025 – 2026.
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 for Technology and Chief Information Officer
Recommendation	The Committee recommends Board approval to renew the server software and hardware maintenance support agreement with Netsync Network Solutions (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning September 1, 2025 through August 31, 2026, at a total amount of \$118,149.32.

Purchase Renewals – 11) Virtual Desktop Infrastructure (VDI) VMware Maintenance Agreement

Purpose	Renew the virtual desktop infrastructure (VDI) VMware maintenance agreement with Netsync Network Solutions (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor.
Justification	To provide continuous, 24/7 technical support year-round for the college's virtual desktop environment, ensuring reliable support for virtual desktops deployed across multiple locations, including the Pecan, Mid Valley, and Starr County campus welcome centers, call centers, classrooms, and computer labs district-wide.
Funding	Funds for this expenditure are budgeted in the Systems and Networking 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 for Technology and Chief Information Officer
Recommendation	The Committee recommends Board approval to renew the virtual desktop infrastructure (VDI) VMware maintenance agreement with Netsync Network Solutions (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning October 25, 2025 through October 24, 2028, at a total amount of \$501,914.88, with three (3) annual payments of \$167,304.96.

Renewals – 12) Financial Advisor Services

Purpose	Renew the financial advisor services contract with TRB Capital Markets, LLC/ dba Estrada Hinojosa (Harlingen, TX).
Justification	To provide independent and professional financial advisory services regarding the authorization and issuance of debt in various amounts and forms. This includes guidance on the authorization, sale, issuance, and delivery of debt instruments, as well as advice on related financial matters such as credit rating considerations. The services also involve assisting with the negotiation of Paying Agent/Registrar agreements, providing updates on changes in laws, and offering advice and support for the exercise of call options or refunding outstanding debt instruments.
Funding	The rate for financial advisor services, typically based on the amount of the bond issuance or refunding, is charged when a bond is issued or refunded. This fee is deducted from the bond proceeds at the time of issuance.
Enclosed Documents	Appendix A – Renewal Terms
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 financial advisor services contract with TRB Capital Markets, LLC/ dba Estrada Hinojosa (Harlingen, TX) for the period beginning March 1, 2026 through February 28, 2027.

APPENDIX A Renewal Terms

The Board awarded the contracts as follows:

Term: February 25, 2025 - one year with two (2) one-year annual renewals			
Award	Board Meeting	Original Term	Renewal Term
Original	02/25/2025	03/01/2025 – 02/28/2026	
First Renewal	11/25/2025		03/01/2026 – 02/28/2027

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

Renewals – 13) Moving Services

Purpose	Renew the moving services contracts with the vendors listed in Appendix A.
Justification	To provide the College with moving (relocation) services as needed, both within and between campuses. These services will primarily involve the relocation of office furniture, including desks, bookcases, tables, and chairs, as well as office equipment such as printers, computers, and related items. In certain cases, other items such as laboratory equipment may also be relocated.
Funding	Funds for this expenditure are budgeted in the Facilities Planning and Construction and Central Receiving 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
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Ricardo De La Garza, Executive Director of Facilities Planning and Construction
Recommendation	The Committee recommends Board approval to renew the moving services contracts with the vendors listed in Appendix A for the period beginning March 1, 2026 through February 28, 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)
Chapa's Moving Express, LLC (McAllen, TX) (New)	Gateway Printing & Office Supply, Inc. (Edinburg, TX)
Groves Moving & Storage (McAllen, TX)	

APPENDIX B
Renewal Terms

The Board awarded the contracts as follows:

Term: February 25, 2025 - one year with two (2) one-year annual renewals			
Award	Board Meeting	Original Term	Renewal Term
Original	02/25/2025	03/01/2025 – 02/28/2026	
First Renewal	11/25/2025		03/01/2026 – 02/28/2027

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

Interagency Agreements – 14) State Records Inquiry Access Agreements

Purpose	Renew the state records inquiry access agreements with the State of Texas agencies listed in Appendix A through interagency agreements.
Justification	To facilitate access to state records with the State of Texas Departments of Public Safety, Motor Vehicles, and Health and Human Services. These records are essential for the daily operations of several departments and ensure compliance with established policies and procedures.
Funding	Funds for this expenditure are budgeted in the Office of Human Resources, Department of Public Safety, Childcare and Development, Health Science Professions, and the Purchasing Department for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Appendix A – State of Texas Agencies 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 Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development Eric L. Reittinger, Dean for Social and Behavioral Sciences Veronica Rodriguez, Child Development Program Chair Dr. Margo Vargas-Ayala, Interim Dean for Health Science Professions
Recommendation	The Committee recommends Board approval to renew the state records inquiry access agreements with the State of Texas agencies listed in Appendix A, through interagency agreements, for the period beginning January 1, 2026 through December 31, 2026, at an estimated total amount of \$17,500.00, which is based on prior year expenditures.

APPENDIX A
State of Texas Agencies

The state agencies are as listed:

State of Texas Agency	Amount
Texas Health and Human Services (Austin, TX)	\$500.00
Texas Department of Motor Vehicles (DMV) (Austin, TX)	\$5,000.00
Texas Department of Public Safety (DPS) (Austin, TX)	\$12,000.00
Total Amount:	\$17,500.00

Recommendation: It is requested that the Committee recommend for Board approval of the rescind award of proposal, purchases, purchase renewals, renewals, and interagency agreements at a total cost of \$1,553,629.19, as listed below:

- Rescind Award of Proposals**
- Purchases**
- 1) **Purchase and Installation of Parking Lot LED Light Poles and Fixtures – Pecan Campus and Starr County Campus:** rescind the May 27, 2025 Board award to **Lexine Inc.** (McAllen, TX), for the purchase and installation of parking lot LED light poles and fixtures – Pecan Campus and Starr County Campus;
 - 2) **Automotive Instructional Equipment:** purchase automotive instructional equipment from **Advance Stores Company Incorporated** (Raleigh, NC), a Texas Association of School Boards (TASB) – Buyboard and OMNIA Partners approved vendor, at a total amount of \$101,516.14;
 - 3) **Automotive Training Equipment:** purchase automotive training equipment from **Genuine Parts Company/ dba NAPA Auto Parts** (McAllen, TX), a Texas Association of School Boards (TASB) – Buyboard approved vendor, at a total amount of \$50,000.00;
 - 4) **Compact Desktop Laser System:** purchase a compact desktop laser system from **Technical Laboratory Systems, Inc.** (Houston, TX), The Interlocal Purchasing System (TIPS) approved vendor, at a total amount of \$50,744.00;
 - 5) **Computers, Laptops, Tablets, and Monitors:** purchase computers, laptops, tablets, and monitors from the vendors listed in Appendix A at a total amount of \$179,996.65.

APPENDIX A
Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Dell Marketing, LP (Dallas, TX)	OMNIA Partners	\$179,588.65
Apple, Inc. (Dallas, TX)	Choice Partners Cooperative	\$408.00
Total Amount:		\$179,996.65

- 6) **Maintenance Parts and Lab Supplies:** purchase maintenance parts and lab supplies from **Harbor Freight Tools USA, Inc.** (Dallas, TX), The Interlocal Purchasing System approved vendor, and **Lowe's Companies, Inc.** (Dallas, TX), an OMNIA Partners approved vendor, for the period beginning September 1, 2025 through August 31, 2026, at an estimated total amount of \$80,000.00;

- 7) **Mobile Firefighter Training Device:** purchase a mobile firefighter training device from **Taylord Systems, LLC** (Spokane Valley, WA), a sole source vendor, at a total amount of \$68,750.00;
- 8) **Security Cameras and Accessories:** purchase security cameras and accessories from the vendors listed in Appendix A for the period beginning June 25, 2025 through June 24, 2026, at an additional estimated amount of \$150,000.00, from the Board approved vendors;

APPENDIX A
Vendors List

Vendor (City, State)	Vendor (City, State)
DAC (Houston, TX) (New)	Digi Security Systems (Dallas, TX)
Halifax Security, Inc. (Las Vegas, NV)	Superior Alarms (McAllen, TX)

- Purchase Renewals**
- 9) **Shuttle Bus:** purchase a shuttle bus from **Model 1 Commercial Vehicles, Inc.** (Indianapolis, IN), a Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program approved vendor, at a total amount of \$135,058.20;
 - 10) **Server Software and Hardware Maintenance Support Agreement:** renew the server software and hardware maintenance support agreement with **Netsync Network Solutions** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning September 1, 2025 through August 31, 2026, at a total amount of \$118,149.32;
 - 11) **Virtual Desktop Infrastructure (VDI) VMware Maintenance Agreement:** renew the virtual desktop infrastructure (VDI) VMware maintenance agreement with **Netsync Network Solutions** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning October 25, 2025 through October 24, 2028, at a total amount of \$501,914.88, with three (3) annual payments of \$167,304.96;
- Renewals**
- 12) **Financial Advisor Services:** renew the financial advisor services contract with **TRB Capital Markets, LLC/ dba Estrada Hinojosa** (Harlingen, TX) for the period beginning March 1, 2026 through February 28, 2027;
 - 13) **Moving Services:** renew the moving services contracts with the vendors listed in Appendix A for the period beginning March 1, 2026 through February 28, 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)
Chapa's Moving Express, LLC (McAllen, TX) (New)	Gateway Printing & Office Supply, Inc. (Edinburg, TX)
Groves Moving & Storage (McAllen, TX)	

**Interlocal
Agreements**

- 14) State Records Inquiry Access Agreements:** renew the state records inquiry access agreements with the State of Texas agencies listed in Appendix A, through interagency agreements, for the period beginning January 1, 2026 through December 31, 2026, at an estimated total amount of \$17,500.00, which is based on prior year expenditures.

APPENDIX A
State of Texas Agencies

State of Texas Agency	Amount
Texas Health and Human Services (Austin, TX)	\$500.00
Texas Department of Motor Vehicles (DMV) (Austin, TX)	\$5,000.00
Texas Department of Public Safety (DPS) (Austin, TX)	\$12,000.00
Total Amount:	\$17,500.00

Discussion and Action as Necessary on Proposed Budget Amendment for FY 2025 - 2026

Purpose	Administration recommends Board approval of the proposed budget amendment for FY 2025 – 2026.
Justification	The budget amendment is proposed to decrease the Unrestricted Fund revenues and expenditures by \$783,410 due to the reduction in State Appropriations. The Texas Higher Education Coordinating Board notified the College that the state appropriation for FY 2025 - 2026 will be reduced by \$783,410, as a result, the total State Appropriation for FY 2025 - 2026 is \$988,735 less than the State Appropriation for FY 2024 - 2025. The College will receive less State Appropriation revenue as a result of the Performance Tier change and the FY2024 – 2025 Projected Settle-Up.
Enclosed Documents	Appendix A – Budget Summary Appendix B – Presentation
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services
Recommendation	Administration recommends Board approval of the proposed budget amendment for FY 2025 – 2026, as presented.

South Texas College

Unrestricted Fund

Fiscal Year Ending August 31, 2026
AMENDED

Revenue Summary

Revenue Source and Carryover Allocations	Original Budget	Budget Amendment	Amended Budget
Total State Appropriations	\$ 65,508,789	\$ (783,410)	\$ 64,725,379
Total Tuition	60,162,524	-	60,162,524
Total Fees	2,830,966	-	2,830,966
Total M&O Property Taxes	85,163,229	-	85,163,229
Total Other Revenues	15,063,893	-	15,063,893
Total Carryover Allocations	21,630,044	-	21,630,044
Total Revenues and Carryover Allocations	\$ 250,359,445	\$ (783,410)	\$ 249,576,035

Expenditures Summary

Expenditures/Transfers & Reserves	Original Budget	Budget Amendment	Amended Budget
Total Salaries	\$ 133,122,233	\$ -	\$ 133,122,233
Total Benefits	33,432,303	-	33,432,303
Total Operating	38,333,833	-	38,333,833
Total Technology	18,540,059	-	18,540,059
Total Travel	3,151,471	-	3,151,471
Total Capital Outlay	2,393,064	-	2,393,064
Total Scholarships	403,106	-	403,106
Total Expenditures	\$ 229,376,069	\$ -	\$ 229,376,069
Transfers & Reserves			
Transfer to Unexpended Plant Fund - Construction	10,000,000	-	10,000,000
Transfer to Renewals & Replacements Plant Fund	1,000,000	-	1,000,000
Transfer to Student Activities Fund	1,175,000	-	1,175,000
Contingency Fund	8,808,376	(783,410)	8,024,966
Total Transfers & Reserves	20,983,376	(783,410)	20,199,966
Total Expenditures/Transfers & Reserves	\$ 250,359,445	\$ (783,410)	\$ 249,576,035

Proposed Budget Amendment for FY 2025 - 2026

NOVEMBER 11, 2025

MARY DEL PAZ, MBA, CPA, CFE, CGMA
VICE PRESIDENT FOR FINANCE AND ADMINISTRATIVE SERVICES

1

Summary of Proposed Budget Amendment Revenue and Expenditures

Fund	Original Budget	Proposed Amendment	Amended Budget
Unrestricted Fund	\$250,359,445	\$(783,410)	\$249,576,035

2

Comparison of THECB Community College Formula Funding to FY 2025 – 2026 Budget

THECB Community College Formula Funding	
FY 2024 - 2025 Appropriation	\$ 56,743,211
Funding Changes for FY 2025 - 2026:	
Performance Tier Change	(711,035)
FY 2025 Projected Settle-Up	(277,700)
Total Funding Changes for FY 2025 - 2026	(988,735)
FY 2025 - 2026 Final Appropriation	\$ 55,754,476

FY 2025 - 2026 Budget	
FY 2025 - 2026 Appropriation - Budgeted	\$ 56,537,886
Appropriation Adjustment	(783,410)
FY 2025 - 2026 Appropriation - Amended	\$ 55,754,476

3

Proposed Budget Amendment Summary - Unrestricted Fund

Revenue Summary

Revenue Source and Carryover Allocations	Original Budget	Budget Amendment	Amended Budget
Total State Appropriations	\$ 65,508,789	\$ (783,410)	\$ 64,725,379
Total Tuition	60,162,524	-	60,162,524
Total Fees	2,830,966	-	2,830,966
Total M&O Property Taxes	85,163,229	-	85,163,229
Total Other Revenues	15,063,893	-	15,063,893
Total Carryover Allocations	21,630,044	-	21,630,044
Total Revenues and Carryover Allocations	\$ 250,359,445	\$ (783,410)	\$ 249,576,035

Revenue Source	Increase/ (Decrease)	Description
Total State Appropriations	\$ (783,410)	\$(783,410) due to the reduction for State Appropriations based on THECB Community College Formula Funding
Total Revenue Decrease	\$ (783,410)	

4

Proposed Budget Amendment Summary - Unrestricted Fund

Expenditures Summary

Expenditures/Transfers & Reserves	Original Budget	Budget Amendment	Amended Budget
Total Salaries	\$ 133,122,233	\$ -	\$ 133,122,233
Total Benefits	33,432,303	-	33,432,303
Total Operating	38,333,833	-	38,333,833
Total Technology	18,540,059	-	18,540,059
Total Travel	3,151,471	-	3,151,471
Total Capital Outlay	2,393,064	-	2,393,064
Total Scholarships	403,106	-	403,106
Total Expenditures	\$ 229,376,069	\$ -	\$ 229,376,069
Transfers & Reserves			
Transfer to Unexpended Plant Fund - Construction	10,000,000	-	10,000,000
Transfer to Renewals & Replacements Plant Fund	1,000,000	-	1,000,000
Transfer to Student Activities Fund	1,175,000	-	1,175,000
Contingency Fund	8,808,376	(783,410)	8,024,966
Total Transfers & Reserves	20,983,376	(783,410)	20,199,966
Total Expenditures/Transfers & Reserves	\$ 250,359,445	\$ (783,410)	\$ 249,576,035
Expenditures	Increase/ (Decrease)	Description	
Contingency Fund	\$(783,410)	\$ (783,410) due to the reduction for State Appropriations based on THECB Community College Formula Funding	
Total Expenditures Decrease	\$(783,410)		

5

Questions?



6

Review and Recommend Action on Annual Investment Report for FY 2024 – 2025

Purpose	To approve the College's Annual Investment Report for FY 2024 - 2025.
Justification	To comply with the State Auditor's Office (SAO) requirement that higher education institutions report to the SAO certain investment information prescribed by the General Appropriations Act (82 nd Legislature), Article III, Rider 5-Investment Reports. The governing board of each of the educational institutions is required to file with the SAO, Comptroller of Public Accounts, Legislative Budget Board, and the Governor an annual report of all investment transactions involving endowment funds, short-term and long-term investment funds, and all other securities transactions. The College's Policy CAK Appropriations and Revenue Sources: Investments requires the independent auditor to review the Investment report at least annually, and the result of the review is reported to the Board of Trustees.
Enclosed Documents	Appendix A – Annual Investment Report
Funding	No funds are required.
Staff Resource	Dr. Ricardo J. Solis, President Mary Del Paz, Vice President for Finance and Administrative Services
Recommendation	The Committee recommends Board approval of the Annual Investment Report for FY 2024 – 2025 as presented.

South Texas College
Annual Investment Report (Including Deposits)

August 31, 2025
 Market Value

Investment or Deposit Type	Market Value
Publicly Traded Equity and Similar Investments	
Common Stock (U.S. and foreign stocks held in separately managed accounts or internally managed by institution investment staff; exclude mutual or commingled funds)	
Equity/Stock Mutual Funds	
Balanced Mutual Funds (where target allocation is > 50% equities)	
"Commonfund" Equity Commingled Funds	
Other Equity Commingled Funds (if primarily invested in publicly traded equities)	
Preferred Stock	
Other - list by type	
Total Publicly Traded Equity and Similar Investments	0.00
"Other" Investments - Other than Publicly Traded Equity and Debt Investments	
Real Estate (include direct ownership & investments in real estate limited partnerships, private REITs, or similar vehicles; include a portfolio of publicly traded REITs if managed as a separate asset allocation category rather than comprising part of a broadly diversified stock portfolio)	
Other Real Asset Investments (e.g. investments in infrastructure funds)	
Private Equity	
Hedge Funds	
"Commonfund" Alternative Asset Commingled Funds (Real Estate, Private Equity, Hedge Funds, Commodities, etc.)	
Annuities	
Commodities	
Collectibles	
Other - Miscellaneous Coins	5,590.00
Total "Other" Investments - Other than Publicly Traded Equity & Debt Investments	5,590.00
Publicly Traded Debt & Similar Investments>1 year maturity	
U.S. Government Securities ("Treasuries")	
U.S. Government Agency Securities ("Agencies")	
Mortgage Pass-Throughs - "Agency"	
Mortgage Pass-Throughs - "Private Label"	
Asset-Backed Securities (ABS) (other than mortgage-backed securities)	
Sovereign Debt (non-U.S.)	
Municipal Obligations	
Collateralized Mortgage Obligations (CMOs) - list below by category	
Interest Only Strips (IOs)	
Principal Only Strips (POs)	
Inverse Floaters	
Stated Final Maturity longer than 10 years	
Other CMOs - "Agency"	
Other CMOs - "Private Label"	
Corporate Obligations (U.S. or foreign companies) - list below by rating	
Highly Rated (AAA/AA or equivalent)	
Other Investment Grade (A/BBB or equivalent)	
High Yield Bonds (<BBB or equivalent)	
Not Rated (NR)	
Fixed Income/Bond Mutual Funds (longer term; registered with the SEC)	
Balanced Mutual Funds (where target allocation is > 50% bonds or other debt securities)	
"Commonfund" Fixed Income/Bond Commingled Funds	
Other Fixed Income/Bond Commingled Funds (primarily invested in publicly traded debt securities; not registered with the SEC)	
GICs (Guaranteed Investment Contracts)	
Other - list by type	
Total Publicly Traded Debt & Similar Investments >1 year	0.00

South Texas College
Annual Investment Report (Including Deposits)

August 31, 2025
 Market Value

Investment or Deposit Type	Market Value
Short-Term Investments & Deposits	
U.S. Government Securities ("Treasuries")	184,571,370.14
U.S. Government Agency Securities ("Agencies")	124,242,350.18
Bankers' Acceptances	
Commercial Paper - A1/P1 (or equivalent)	
Other Commercial Paper - lower rated	
Repurchase Agreements (Repos)	
Money Market Mutual Funds (registered with the SEC)	
Short-Term Mutual Funds Other than Money Market Mutual Funds (registered with the SEC)	
Public Funds Investment Pool Created to Function as a Money Market Mutual Fund (not registered w/ SEC	
TexPool (and TexPool Prime)	1,876,020.20
Other Public Funds Investment Pools Functioning as Money Market Mutual Funds	
Other Investment Pools - Short-Term (not created to function as a money market mutual fund)	
Certificates of Deposit (CD) - Nonnegotiable	35,242,664.90
Certificates of Deposit (CD) - Negotiable	
Bank Deposits	107,165,156.93
Cash Held at State Treasury	
Securities Lending Collateral Reinvestments (direct investments or share of pooled collateral)	
Other - Cash on Hand	6,375.00
 Total Short-Term Investments & Deposits	
TOTAL INVESTMENTS and DEPOSITS	
<u>453,103,937.35</u>	
<u>453,109,527.35</u>	

Review and Recommend Action on 2025 Tax Roll/Tax Levy for Hidalgo and Starr Counties

Purpose	To approve the 2025 Tax Roll/Tax Levy for Hidalgo and Starr Counties in order to be in compliance with Section 26.09 Item (e) of the Property Tax Code.
Justification	To ensure that the College complies with Section 26.09 Item (e) of the Property Tax Code, which states: “The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit’s tax roll.”
	Mr. Pablo “Paul” Villarreal, JR., RTA, Assessor-Collector of Hidalgo County, and Ms. Maria Amedia Salinas, TAC, Assessor-Collector of Starr County, have completed the appraisal roll in the amount of tax determined as provided by Section 29.06 Item (e) of the Property Tax Code, and have submitted to the South Texas College the tax roll/tax levy totaling \$108,250,102.59.
Enclosed Documents	Appendix A – Comparison of Tax Rolls for Tax Year 2024 and 2025 Appendix B – Notice of Public Meeting
Funding	No funding required.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Service Myriam Lopez, Associate Vice President – Finance and Management
Recommendation	The Committee recommends Board approval of the 2025 Tax Roll/Tax Levy for Hidalgo and Starr Counties in the total amount of \$108,250,102.59, in order to be in compliance with Section 26.09 Item (e) of the Property Tax Code, as presented.

Appendix A

Comparison of Tax Rolls for Tax Year 2024 and 2025

Tax Year	Hidalgo County	Starr County	Total
2025	\$102,464,495.02	\$5,785,607.57	\$108,250,102.59
2024	\$92,313,237.87	\$5,305,188.96	\$97,618,426.83
Increase/(Decrease)	\$ 10,151,257.15	\$ 480,418.61	\$ 10,631,675.76

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.

October 30, 2025



Dr. Ricardo J. Solis
South Texas College
P.O. Box 9701
McAllen, TX. 78502

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

Dear Dr. Solis,

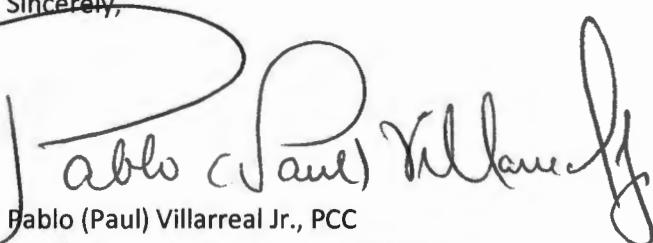
Enclosed please find the 2025 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,



Pablo (Paul) Villarreal Jr.

Pablo (Paul) Villarreal Jr., PCC
Hidalgo County Tax Assessor-Collector

Xc: Hon. Letty Chavez
Hidalgo County Auditor



2804 S. Bus. Hwy 281 • Edinburg, TX 78539
130

CERTIFIED TAX ROLL AS OF OCTOBER 1, 2025

TAX ASSESSMENT ROLLS OF SOUTH TEXAS COLLEGE FOR THE YEAR 2025 SHOW THE FOLLOWING SUMMARIES:

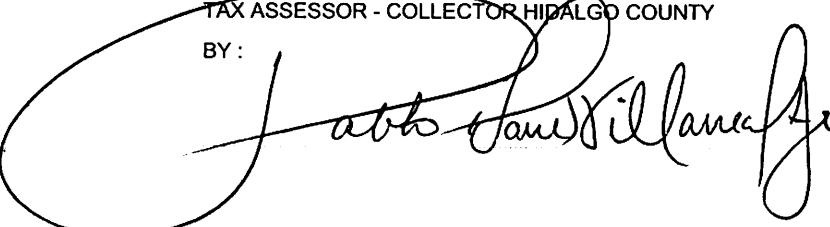
ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	347,192	79,147,986,468	60,250,260,552	4,483,638.68	93,122,066.11
PERSONAL PROPERTY	25,691	6,447,796,453	5,708,898,860	.00	9,342,428.91
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
TOTAL	372,883	85,595,782,921	65,959,159,412	4,483,638.68	102,464,495.02

131
RATE OF TAXATION ASSESSMENT RATIO 100%
TOTAL TAX RATE 00.162000

PABLO (PAUL) VILLARREAL JR., PCC

TAX ASSESSOR - COLLECTOR HIDALGO COUNTY

BY:



ENTITY	South Texas College	2025
JURISDICTION	55	

AG Exclusion	5,422,351,726	TOTAL PARCELS	372,883
Timber Exclusion	0	TOTAL MARKET VALUE	85,595,782,921
HS Capped	3,521,554,373	TOTAL EXEMPT PROPERTY	- 19,636,623,509
NHS Capped	1,667,487,466	TAXABLE VALUE	= 65,959,159,412
Exempt	54,138,980	TAX RATE PER \$100	* 0.1620
Prorated Exxv	7,199,044,175	LEVY (Before Frozen Levy Loss)	= 106,853,838.25
Hb366	1,971,751	LEVY LOSS DUE TO FREEZE	- 4,483,638.68
100% Exempt	998,639,761	2525D	+ 0.00
Disaster	727,810	LATE AG	+ 272.00
Pro Youth Assoc	684,055	LATE RENDITION	+ 94,011.67
Freeport	562,231,342	LEVY	= 102,464,483.24
Prorated	171,800	TOTAL LEVY (From TC502)	= 102,464,495.02
Immed Res HS	0	VARIANCE	+/- -11.78
Pro Non Profit	32,733,923		
Solar Exempt	1,397,808		
Pollution Control	9,614,056		
Prorated Exxl	2,093,140		
Surviving Spouse 1st Respond	4,861,242		
Chdo	41,720,807		
Pro Misc Exmnt	33,810,526		
Pro Schools	29,612,962		
Pro Charitable Funct	3,568,669		
Vet Charitable HS DP	174,929		
Total Vet	48,032,208		

TOTAL EXEMPT PROPERTY	19,636,623,509
-----------------------	-----------------------

Tax Collection System - HIDALGO COUNTY

Certified Roll Jurisdiction Summary

Jurisdiction: **55 SOUTH TEXAS COLLEGE**

Total Parcels:	372,883	Tax Rate:	0.1620000		
Market Value:	85,595,782,921	State Hom:	0	Opt Hom:	0.0000000
		State O65:	0	Opt O65:	0
		Disabled:	0	Opt Disabled:	0

AG Exclusion Count:	18,805	AG Exclusion Amt:	5,422,351,726		
Timber Exclusion Count:	0	Timber Exclusion Amt:	0		
HS Capped Count:	100,954	HS Capped Amt:	3,521,554,373		
NHS Capped Count:	58,068	NHS Capped Amt:	1,667,487,466		
Assessed Value:	74,984,389,356				

Exempt Cnt/Amt:	84	54,138,980	Solar Exemption Cnt/Amt:	44	1,397,808
Prorated-Exxx Cnt/Amt:	8,565	7,199,044,175	Pollution Control Cnt/Amt:	14	9,614,056
Hb366 Cnt/Amt:	1,333	1,971,751	Prorated-Exxl Cnt/Amt:	3	2,093,140
100% Exempt Vet Cnt/Amt:	4,211	998,639,761	Surviving Spouse First Responder Cnt/Amt:	17	4,861,242
Disaster Cnt/Amt:	32	727,810	Chdo Cnt/Amt:	259	41,720,807
Pro Youth Associations Cnt/Amt:	1	684,055	Pro Misc Exempts Cnt/Amt:	23	33,810,526
Freeport Cnt/Amt:	200	562,231,342	Pro Schools Cnt/Amt:	14	29,612,962
Prorated Cnt/Amt:	12	171,800	Pro Charitable Functions Cnt/Amt:	9	3,568,669
Immed Residential Homestead Cnt/Amt:	588	0	Vet Charitable Homestead Disability Cnt/Amt:	1	174,929
Pro Non Profit Cnt/Amt:	101	32,733,923	Surv Spouse Vet Disable Tot Exmp Cnt/Amt:	1	0

133 State Homestead Count:	148,159	State Homestead Amt:	0		
Local Homestead Count:	0	Local Homestead Amt:	0		
State Over 65 Count:	53,058	State Over 65 Amt:	0		
Local Over 65 Count:	0	Local Over 65 Amt:	0		
Surviving Spouse Count:	2,857	Surviving Spouse Amt:	0		
State Disabled Count:	0	State Disabled Amt:	0		
Local Disabled Count:	4,285	Local Disabled Amt:	0		
Total VET Count:	4,420	Total VET Amt:	48,032,208		
*VET Surviving Spouse Count:	260	*VET Surviving Spouse Amt:	2,336,006		

*included in the Total VET Count/Amt

Partial Exempt Values:	48,032,208	Late AG Penalty Amt:	272.00
Taxable Value:	65,959,159,412	Late Rendition Penalty Amt:	94,011.67
Total Levy Amt:	102,464,495.02		
Late AG Penalty Count:	105		
Late Rendition Penalty Count:	9,164		
Frozen Account Count:	57,481		
Frozen Homesite Value:	8,309,667,646		
Frozen Taxable Value:	7,906,645,575		
Unfrozen Levy Amt:	12,808,766.64		
Frozen Levy Amt:	8,325,127.96		
Frozen Levy Loss Amt:	4,483,638.68		
Total Non-Exempt Parcel Count:	372,799		



STARR

AMEIDA SALINAS
Tax Assessor-Collector
STARR COUNTY
RIO GRANDE CITY, TEXAS 78582

COUNTY COURT HOUSE
STARR COUNTY

RIO GRANDE CITY, TEXAS 78582

October 29, 2025

Dr. Ricardo J. Solis, President
South Texas College
P.O. Box 9701
McAllen, Texas 78502

Dear Dr. Solis:

Enclosed please find the 2025 Tax Roll totals for your district.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,



COUNTY OF STARR
MA. AMEIDA SALINAS
TAX ASSESSOR-COLLECTOR

Maria Ameida Salinas
Starr County Tax Assessor/Collector



STARR

AMEIDA SALINAS
Tax Assessor-Collector
STARR COUNTY
RIO GRANDE CITY, TEXAS 78582

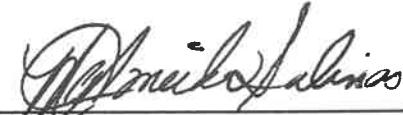
COUNTY COURT HOUSE
STARR COUNTY

RIO GRANDE CITY, TEXAS 78582

10/15/2025

2025 Starr County Tax Levy

Entity	Tax Levy
Starr Co. M&O	\$ 17,024,676.71
Starr Co. FM/FC	\$ 6,709,421.72
Starr Co. Drainage District	\$ 59,145.01
Starr Co. Memorial Hospital	\$ 8,748,000.41
South Texas College	\$ 5,785,607.57
City of Escobares	\$ 224,028.32



Ameida Salinas, Starr County TAC



COUNTY OF STARR
MA. AMEIDA SALINAS
TAX ASSESSOR-COLLECTOR

Starr County Tax Assessor, Collector

TXDIS4

FUND DISTRIBUTION REPORT

DATE 10/29/2025

PAGE 1

RECEIVABLE BALANCE 'R' REPORT

FROM 10/01/2025 TO 10/01/2025

YEAR FROM 0000 TO 2025

* TOTAL ALL FUNDS

S1 -- STCC ANNUAL MAINTENANCE

YEAR	BEGINNING	MAINT	REFUND	BASE TAX	RECEIVABLE	P & I	COLL FEES	RFND P & I	TOTAL COLLECTED
	TAX BALANCE	ADJ	ADJ	COLLECTED	TAX BALANCE	COLLECTED	COLLECTED	ATTY/DISC	
1996	10865.62	.00	.00	.00	10865.62	.00	.00	.00	.00
1997	11354.20	.00	.00	.00	11354.20	.00	.00	.00	.00
1998	12416.53	.00	.00	.00	12416.53	.00	.00	.00	.00
1999	12333.74	.00	.00	.00	12333.74	.00	.00	.00	.00
2000	12956.45	.00	.00	.00	12956.45	.00	.00	.00	.00
2001	13032.75	.00	.00	.00	13032.75	.00	.00	.00	.00
2002	30388.60	.00	.00	.00	30388.60	.00	.00	.00	.00
2003	30098.91	.00	.00	.00	30098.91	.00	.00	.00	.00
2004	71446.76	.00	.00	.00	71446.76	.00	.00	.00	.00
2005	81412.58	.00	.00	.00	81412.58	.00	.00	.00	.00
2006	81820.01	.00	.00	.00	81820.01	.00	.00	.00	.00
2007	80593.56	.00	.00	.00	80593.56	.00	.00	.00	.00
2008	89630.92	.00	.00	8.74	89622.18	11.26	.74	.00	.00
2009	95363.80	.00	.00	17.21	95346.59	34.58	7.76	.00	.00
2010	99530.82	.00	.00	.00	99530.82	.00	.00	.00	.00
2011	106174.44	.00	.00	.00	106174.44	.00	.00	.00	.00
2012	108145.96	.00	.00	.00	108145.96	.00	.00	.00	.00
2013	111441.34	.00	.00	.00	111441.34	.00	.00	.00	.00
2014	143451.31	.00	.00	.00	143451.31	.00	.00	.00	.00
2015	180910.50	.00	.00	60.74	180849.76	78.30	20.85	.00	.00
2016	204311.39	.00	.00	32.78	204278.61	38.08	10.63	.00	.00
2017	205164.48	.00	.00	30.35	205134.13	31.60	9.29	.00	.00
2018	220490.05	.00	.00	86.61	220403.44	80.28	25.04	.00	.00
2019	255330.06	.00	.00	177.41	255152.65	143.22	48.10	.00	.00
2020	293296.69	.00	.00	223.86	293072.83	152.79	56.50	.00	.00
2021	352623.77	.00	.00	91.34	352532.43	51.82	21.47	.00	.00
2022	451331.60	.00	.00	59.02	451272.58	26.33	12.81	.00	.00
2023	610843.48	.00	.00	139.04	610704.44	45.66	27.70	.00	.00
2024	839409.63	.00	.00	442.75	838966.88	92.73	80.31	.00	.00
TOTAL	4816169.95	.00	.00	1369.85	4814800.10	786.65	321.20	.00	.00
2025	5687879.02	.00	.00	.00	5687879.02	.00	.00	.00	.00

ENTITY

TOTAL	10504048.97	.00	.00	1369.85	10502679.12	786.65	321.20	.00	.00	2477.70
					LESS ATTORNEY'S FEES					321.20
					ADD BACK AT FOR REFUNDS					.00
					TOTAL COLLECTIONS					2,156.50
					TOTAL DISTRIBUTION TO ENTITY					2,156.50

Starr County Tax Assessor, Collector

TXDIS4

FUND DISTRIBUTION REPORT

DATE 10/29/2025

PAGE

2

RECEIVABLE BALANCE 'R' REPORT

FROM 10/01/2025 TO 10/01/2025

YEAR FROM 0000 TO 2025

* TOTAL ALL FUNDS

SII -- STCC ANNUAL MAINT I&S

YEAR	BEGINNING	MAINT	REFUND	BASE TAX	RECEIVABLE	P & I	COLL FEES	RFND P & I	TOTAL
	TAX BALANCE	ADJ	ADJ	COLLECTED	TAX BALANCE	COLLECTED	COLLECTED	ATTY/DISC	DISCOUNT

TOTAL	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
-------	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

2025	97728.55	.00	.00	.00	97728.55	.00	.00	.00	.00	.00
------	----------	-----	-----	-----	----------	-----	-----	-----	-----	-----

ENTITY

TOTAL	97728.55	.00	.00	.00	97728.55	.00	.00	.00	.00	.00
-------	----------	-----	-----	-----	----------	-----	-----	-----	-----	-----

LESS ATTORNEY'S FEES .00

ADD BACK AT FOR REFUNDS .00

TOTAL COLLECTIONS .00

TOTAL DISTRIBUTION TO ENTITY .00

GRTL 10601777.52	.00	.00	1369.85	10600407.67	786.65	321.20	.00	.00	2477.70
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Review and Recommend Action on Appraisal District Allocated Cost Payments for Hidalgo County

Purpose	To approve the Appraisal District Allocated Cost Payments for Hidalgo County for property valuation assessments conducted annually for tax purposes during the tax year.
Justification	<p>To ensure that the College complies with Section 6.06 item (d) of Property Tax Code, which states:</p> <p style="padding-left: 40px;">“Each taxing unit participating in the district is allocated a portion of the amount of the budget equal to the proportion that the total dollar amount of property taxes imposed in the district by the unit for the tax year in which the budget proposal is prepared bears to the sum of the total dollar amount of property taxes imposed in the district by each participating unit for that year.”</p> <p>The Appraisal District is considered a sole source provider, and the College and other taxing entities must utilize their service to determine the assessed valuation of properties.</p> <p>The estimated allocation for Tax Year 2025, according to the Hidalgo County budget, is in the amount of \$1,491,134.00 for the Hidalgo County Appraisal District. The first quarterly invoice is due by February 2, 2026. Each taxing unit is responsible for paying its allocation in four equal payments.</p>
Enclosed Documents	Appendix A – Changes to Tax Year 2025 Allocations Appendix B – Hidalgo County Projected Entity Assessment
Funding	Funds for these expenditures are budgeted in the Hidalgo Appraisal/Collection Fee budget for FY 2025 - 2026.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Service Myriam Lopez, Associate Vice President – Finance and Management
Recommendation	The Committee recommends Board approval of the Appraisal District Allocated Cost Payments for Hidalgo County in the amount of \$1,491,134.00.

Appendix A

Changes to Tax Year 2025 Allocations

	Hidalgo County
2025	\$ 1,491,134.00
2024	1,291,490.00
Increase/(Decrease)	<u>\$ 199,644.00</u>

2026
PROJECTED
ENTITY ASSESSMENT

ENTITY:	2024	2024	2025	2026
	Tax Levied	Percent	Official Assessment	Projected Assessment
Hidalgo County	\$ 322,263,964	26.46%	\$ 4,508,572.00	\$ 5,205,520.00
Drainage Dist.#1	\$ 64,147,360	5.27%	\$ 897,442.00	\$ 1,036,172.00
Entity Totals	\$ 386,411,324	27.57%	\$ 5,406,014.00	\$ 6,241,692.00
 Fire Districts:				
EMS District #1	\$ 492,995	0.04%	\$ 6,898.00	\$ 7,964.00
EMS District #2	\$ 476,978	0.04%	\$ 6,673.00	\$ 7,704.00
EMS District #3	\$ 523,630	0.04%	\$ 7,325.00	\$ 8,458.00
EMS District #4	\$ 341,125	0.03%	\$ 4,773.00	\$ 5,510.00
EMS District #5	\$	0.00%	\$	\$
EMS District #6	\$	0.00%	\$	\$
Entity Totals	\$ 1,834,729	0.15%	\$ 25,669.00	\$ 29,636.00
 Irrigation Districts:				
Donna #1	\$ 878,152	0.07%	\$ 12,285.00	\$ 14,184.00
Delta Lake	\$ 783,557	0.06%	\$ 10,961.00	\$ 12,656.00
Kennedy Co GCD	\$ 1,514	0.0001%	\$ 20.00	\$ 24.00
Brush Country GCD	\$ 359	0.00003%	\$ 5.00	\$ 6.00
Red Sands GCD	\$ 86,571	0.01%	\$ 1,211.00	\$ 1,399.00
Entity Totals	\$ 1,750,153	0.14%	\$ 24,482.00	\$ 28,269.00

2026
PROJECTED
ENTITY ASSESSMENT

ENTITY:	2024	2024	2025	2026
	Tax Levied	Percent	Official Assessment	Projected Assessment
Cities:				
Alamo	\$ 6,426,060	0.53%	\$ 89,903.00	\$ 103,800.00
Alton	\$ 4,206,828	0.35%	\$ 58,855.00	\$ 67,953.00
Donna	\$ 7,421,251	0.61%	\$ 103,825.00	\$ 119,875.00
Edcouch	\$ 764,224	0.06%	\$ 10,692.00	\$ 12,345.00
Edinburg	\$ 45,550,354	3.74%	\$ 637,264.00	\$ 735,774.00
Elsa	\$ 2,314,365	0.19%	\$ 32,378.00	\$ 37,383.00
Granjeno	\$ 35,659	0.003%	\$ 499.00	\$ 576.00
Hidalgo	\$ 3,681,852	0.30%	\$ 51,510.00	\$ 59,472.00
La Joya	\$ 1,504,682	0.12%	\$ 21,050.00	\$ 24,304.00
La Villa	\$ 754,812	0.06%	\$ 10,559.00	\$ 12,192.00
McAllen	\$ 64,363,643	5.28%	\$ 900,466.00	\$ 1,039,664.00
Mercedes	\$ 7,373,283	0.61%	\$ 103,154.00	\$ 119,100.00
Mission	\$ 36,240,928	2.98%	\$ 507,022.00	\$ 585,398.00
Palmview	\$ 4,725,665	0.39%	\$ 66,114.00	\$ 76,334.00
Penitas	\$ 1,965,654	0.16%	\$ 27,500.00	\$ 31,751.00
Progreso	\$ 1,207,745	0.10%	\$ 16,896.00	\$ 19,508.00
Pharr	\$ 35,589,089	2.92%	\$ 497,902.00	\$ 574,868.00
San Juan	\$ 12,852,250	1.06%	\$ 179,807.00	\$ 207,602.00
Sullivan City	\$ 883,188	0.07%	\$ 12,357.00	\$ 14,267.00
Weslaco	\$ 19,749,131	1.62%	\$ 276,297.00	\$ 319,008.00
Entity Totals	\$ 257,610,661	21.15%	\$ 3,604,050.00	\$ 4,161,174.00
Schools:				
Donna	\$ 24,773,954	2.03%	\$ 346,594.00	\$ 400,172.00
Edcouch-Elsa	\$ 5,628,087	0.46%	\$ 78,739.00	\$ 90,910.00
Edinburg	\$ 85,100,867	6.99%	\$ 1,190,588.00	\$ 1,374,632.00
Hidalgo	\$ 9,066,612	0.74%	\$ 126,844.00	\$ 146,452.00
La Joya	\$ 35,625,282	2.93%	\$ 498,409.00	\$ 575,455.00
La Villa	\$ 1,634,547	0.13%	\$ 22,868.00	\$ 26,403.00
Lyford	\$ 196,609	0.02%	\$ 2,750.00	\$ 3,175.00
McAllen	\$ 89,170,676	7.32%	\$ 1,247,524.00	\$ 1,440,370.00
Mercedes	\$ 8,559,036	0.70%	\$ 119,744.00	\$ 138,254.00
Mission	\$ 34,120,920	2.80%	\$ 477,362.00	\$ 551,154.00
Monte Alto	\$ 2,451,934	0.20%	\$ 34,303.00	\$ 39,606.00
PSJA	\$ 64,478,449	5.29%	\$ 902,074.00	\$ 1,041,518.00
Progreso	\$ 3,617,905	0.30%	\$ 50,615.00	\$ 58,439.00
Sharyland	\$ 41,429,675	3.40%	\$ 579,614.00	\$ 669,212.00
So Tx College	\$ 92,313,238	7.58%	\$ 1,291,490.00	\$ 1,491,134.00
South Texas ISD	\$ 28,835,621	2.37%	\$ 403,420.00	\$ 465,780.00
Valley View	\$ 11,287,628	0.93%	\$ 157,918.00	\$ 182,328.00
Weslaco	\$ 32,037,095	2.63%	\$ 448,208.00	\$ 517,494.00
Entity Total	\$ 570,328,135	46.83%	\$ 7,979,064.00	\$ 9,212,488.00
GRAND TOTALS	\$ 1,217,935,002	100%	\$ 17,039,279.00	\$ 19,673,259.00
BUDGET TOTAL			\$ 17,039,279.00	\$ 19,673,259.00

Review and Recommend Action on Appraisal District Allocated Cost Payments for Starr County

Purpose	To approve the Appraisal District Allocated Cost Payments for Starr County for property valuation assessments conducted annually for tax purposes during the tax year.
Justification	To ensure that the College complies with Section 6.06 item (d) of Property Tax Code, which states: “Each taxing unit participating in the district is allocated a portion of the amount of the budget equal to the proportion that the total dollar amount of property taxes imposed in the district by the unit for the tax year in which the budget proposal is prepared bears to the sum of the total dollar amount of property taxes imposed in the district by each participating unit for that year.”
	The Appraisal District is considered a sole source provider, and the College and other taxing entities must utilize their service to determine the assessed valuation of properties.
	At the time of publication of the November 11, 2025 Committee packet, the Starr County Appraisal District had not yet submitted the appraisal allocated cost amount, which is due for payment by December 31, 2025. Administration will provide this information at the Committee meeting, if available.
Enclosed Documents	Appendix A – Changes to Tax Year 2025 Allocations
Funding	Funds for these expenditures are budgeted in the Starr Appraisal/Collection Fee budget for FY 2025 - 2026.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Service Myriam Lopez, Associate Vice President – Finance and Management
Recommendation	The Committee recommends Board approval of the Appraisal District Allocated Cost Payments for Starr County as presented.

Appendix A **Changes to Tax Year 2025 Allocations**

	Starr County
2025	Pending
2024	160,710.12
Increase/(Decrease)	\$

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

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

Justification To request approval of two (2) Change Orders (#19 - #20) for PTG for the following services, not to exceed the listed amounts, as follows:

Cost Breakdown	Budget	Budget Reallocation/ Change Order	Remaining Balance
Contingency	\$50,450.00	(\$47,746.00)	\$2,704.00
Conferences	\$61,054.40	(\$61,054.00)	\$0.40
PTG Post Production Support		\$80,000.00	\$80,000.00
Additional Tenant for Backup		\$28,800.00	\$28,800.00
Total	\$111,504.40	\$0	\$111,504.40

The grand total of these Change Orders is \$108,800 and will be funded with budget reallocations from the project budget lines of contingency and conferences.

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

Funding Funds for this expenditure are budgeted in the Workday budget for FY 2025 – 2026, based on the proposed reallocation of the budget.

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

Recommendation The Committee recommends Board approval of two (2) Change Orders for the estimated upcoming expenses of \$108,800 for the Contracts with Precision Task Group (PTG) / Workday as presented.

Review and Recommend Action on South Texas College Public Transportation Agency Safety Plan

Purpose	To approve the South Texas College Public Transportation Agency Safety Plan.
Justification	To improve public transportation safety to the highest practicable level in the State of Texas and comply with Federal Transit Administration (FTA) requirements.
	The Plan is reviewed and updated annually, as required, in order to be in compliance when operating the STC Jag Express.
	The Plan must be approved annually by the Board of Trustees to ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the National Safety Plan, the Agency Safety Plan, and the tenets of Safety Management System, including a Safety Management Policy and the processes for Safety Risk Management, Safety Assurance, and Safety Promotion, per 49 U.S.C. 5329.1.
Enclosed Documents	Appendix A – South Texas College Public Transportation Agency Safety Plan
Funding	No funds are required.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Ruben Suarez, Chief of Police for the Department of Public Safety Alina O. Cantu, Public Safety & Transportation Services Manager
Recommendation	The Committee recommends Board approval of the South Texas College Public Transportation Agency Safety Plan as presented.

South Texas College

Public Transportation Agency Safety Plan

Version 4 3

Approved November 25, 2025 ~~19, 2024~~

In compliance with 49 CFR Part 673

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A. Board Minutes or Resolution

1. Executive Summary

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016 that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

There are several components of the national safety program, including the National Public Transportation Safety Plan (NSP), that FTA published to provide guidance on managing safety risks and safety hazards. One element of the NSP is the Transit Asset Management (TAM) Plan. Public transportation agencies implemented TAM plans across the industry in 2018. The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At South Texas College (STC), all levels of management, administration and operations are responsible for safety. To improve public transportation safety to the highest practicable level in the State of Texas and comply with FTA requirements, the Texas Department of Transportation (TxDOT) has developed this Agency Safety Plan (ASP) in collaboration with STC.

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the National Safety Plan, the STC Board of Trustees adopt this ASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329.¹ While safety has always been a primary function at STC, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

¹ Federal Register, Vol. 81, No. 24

A. Plan Adoption – 673.11(a)(1)

This Public Transit Agency Safety Plan is hereby adopted, certified as compliant, and signed by:

Ruben Suarez, Chief of Police

Date

The main governing body of STC is the STC Board of Trustees. Approval of this plan by the STC Board of Trustees occurred on November 25, 2025 ~~19, 2024~~ and is documented in Board Meeting Minutes (minute identifier) from the Board meeting.

B. Certification of Compliance – 673.13(a)(b)

Lower Rio Grande Valley Development Council – Valley Metro certified on November 15, 2023 that this Agency Safety Plan is in full compliance with 49 CFR Part 673 and has been adopted and will be implemented by STC as evidenced by the plan adoption signature and necessary Board of Trustees approvals under Section 1.A of this plan.

2. Transit Agency Information

The South Texas College – Jag Express provides public transportation in McAllen, Texas. The South Texas College Transportation Services main office is located at 2509 W. Pecan Blvd. McAllen, Texas 78501.

South Texas College currently operates 2 fixed shuttle bus routes. The fixed route service is operated five (5) days a week, Monday through Friday ranging from 7:00 am to 7:20 pm depending on the route.

The Transportation Services for the College are managed by the South Texas College Department of Public Safety. No additional transit service is provided by South Texas College on behalf of another transit or entity at the time of the development of this plan.

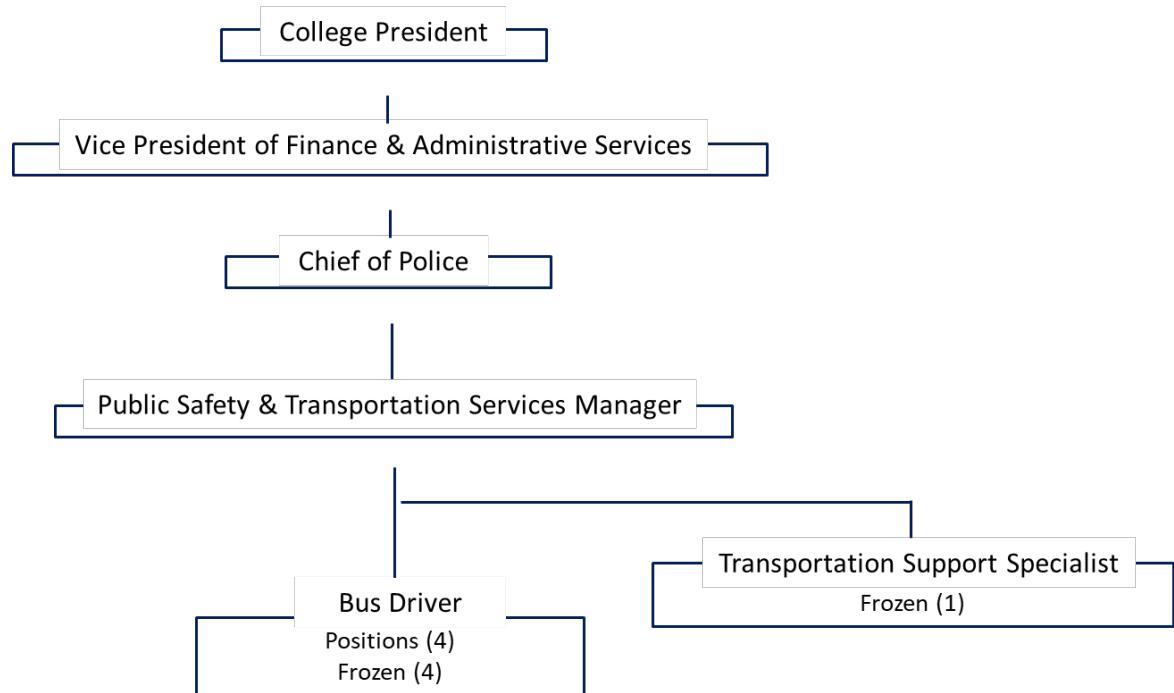
Table 1 contains agency information while an organizational chart for STC is provided in Figure 1.

TABLE 1: AGENCY INFORMATION

Information Type	Information
Full Transit Agency Name:	South Texas College
Transit Agency Address:	2509 Pecan Blvd, McAllen, TX 78501
Name and Title of Accountable Executive 673.23(d)(1)	Ruben Suarez, Chief of Police
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Alina O. Cantu, Public Safety and Transportation Services Manager
Key Staff	Administrative staff and Drivers
Mode(s) of Service Covered by This Plan 673.11(b)	Fixed route
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed route – Directly Operated
Number of Vehicles Operated	Two

FIGURE 1: STC ORGANIZATIONAL CHART

South Texas College Transportation Organizational Chart



A. Authorities & Responsibilities – 673.23(d)

As stated in 49 CFR Part 673.23(d), STC is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS. In general, the following defines the authority and responsibilities associated with our organization.

The **Accountable Executive (Chief of Police)** has ultimate responsibility for carrying out the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP (in accordance with 49 U.S.C. 5329), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has authority and responsibility to address substandard performance in the STC SMS, per 673.23(d)(1).

Agency leadership and executive management are those members of our agency leadership or executive management, other than the Accountable Executive, Chief Safety Officer (CSO)/SMS Executive, who have authority or responsibility for day-to-day implementation and operation of our agency's SMS.

The **CSO (Public Safety & Transportation Services Manager)** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of the STC SMS. As such, the CSO is able to report directly to our transit agency's Accountable Executive.

Key staff are staff, groups of staff, or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Front line employees perform the daily tasks and activities where hazards can be readily identified so the identified hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through each employee's respective role in reporting safety hazards, which is where an effective SMS and a positive safety culture begins.

3. Safety Management Policy

A. Policy Statement – 673.23(a)

Safety is STC's first priority. STC is committed to implementing, developing, and improving strategies, management systems, and processes to ensure that all our activities uphold the highest level of safety performance and meet required safety standards.

We will develop and embed a safety culture in all our activities that recognizes the importance and value of effective safety management and acknowledges at all times that safety is paramount.

We will clearly explain for all staff their accountabilities and responsibilities for the development and operation of the Safety Management System.

For passengers and employees, we will minimize the safety risk associated with transit service to as low as reasonably practicable and we will work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards. We will also work to ensure that all employees are provided with adequate and appropriate safety information and training, are competent in safety matters, and are only allocated tasks commensurate with their skills.

We have established Safety Performance Targets (SPT) to help us measure the overall effectiveness of our processes and ensure we meet our safety objectives.

I. Employee Safety Reporting Program – 673.23(b)

Frontline employees are a significant source of safety data because they are often the first to spot unsafe conditions. For this reason, the employee safety reporting program is a major tenet of the PTASP Rule. Under this rule, agencies must establish and implement a process that allows employees to report safety conditions directly to senior management; provides protections for employees who report safety conditions to senior management; and includes a description of employee behaviors that may result in disciplinary action.

STC has an open-door policy that allows for communication of complaint, question, or suggestion for improvement. This process encourages the employee to first approach their respective immediate supervisor. If the matter cannot be resolved with the immediate supervisor, the employee can move up to the next management channel. The CSO may also receive employee complaints, questions, or safety improvement suggestions. Additionally, a Human Resources representative may be involved at any level.

The employee safety reporting program will ensure that all employees are encouraged to report safety conditions directly to management or their direct supervisor for elevation to senior management. Any employee reports of safety concerns such as near misses, accidents, hazards, or any other event will not result in disciplinary action, unless the actions were a willful act and rule violations. Employees are protected from retaliation when reporting safety concerns in good faith.

II. Communicating the Policy Throughout the Agency – 673.23(c)

STC is committed to ensuring the safety of our riders, personnel, and public. Part of that commitment is developing an SMS and agency wide safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and agency wide safety culture is communicating our SMP throughout our agency.

The Safety Management Policy and safety objectives include posting the policy in prominent work locations for existing employees. In addition, the policy statement will become part of our agency's safety communications efforts. The policy will be signed by the Accountable Executive so that all employees know that the policy is supported by management.

B. PTASP Development and Coordination with TxDOT – 673.11(d)

This PTASP was developed by TxDOT on behalf of South Texas College in accordance with all requirements stated in 49 CFR Part 673 applicable to a small public transportation provider. South Texas College will review the PTASP annually and will present for board approval.

C. PTASP Annual Review – 673.11(a)(5)

Per 49 U.S.C. 5329, this plan includes provisions for annual updates of the SMS. As part of STC's ongoing commitment to developing a robust safety culture, STC, in cooperation with frontline employee representatives, will review the ASP and all supporting documentation annually. The review will be conducted before certifying to FTA that the ASP is compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through STC's annual Certifications and Assurances.

The annual review will include the ASP and supporting documents (Standard Operating Procedures [SOPs], Policies, Manuals, etc.) that are used to implement all the processes used to manage safety at STC. All changes will be noted (as discussed below) and the Accountable Executive will sign and date the title page of this document and provide documentation of approval by the STC Board of Trustees whether by signature or by reference to resolution. The annual ASP review follows the table below.

TABLE 2: ASP ANNUAL UPDATE TIMELINE

Task	Apr	May	June	July	Aug	Sept	Oct	Nov
Review Agency Operations	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Review SMS Documentation								
• Safety Policy; • Risk Management; • Safety Assurance; and • Safety Promotion.								
Review Previous Targets and Set or Continue Targets								
Report Targets to National Transit Database (NTD), TxDOT, and MPO								
Make Any Necessary Adjustments to PTASP								
Update Version No., Adopt & Certify Plan Compliance								

The implementation of SMS is an ongoing and iterative process, and as such, this PTASP is a working document. Therefore, a clear record of changes and adjustments is kept in the PTASP for the benefit of safety plan performance management and to comply with Federal statutes.

The following table, Table 3, will be used to record final changes made to the ASP during the annual update. This table will be a permanent record of the changes to the ASP over time.

TABLE 3: ASP RECORD OF CHANGES

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Version 1	<ul style="list-style-type: none"> Created the entire document 	<ul style="list-style-type: none"> PTASP Initial Adoption and Initial Board Approval 	Alina O. Cantu	11/29/2022
Version 2	<ul style="list-style-type: none"> Transit Agency Information on Page 6 PTASP Development and Coordination with TxDOT – 673.11(d) Page 9 Safety Performance Measures Page 11; Safety Risk Mitigation Page 15 Added Appendix B 	<ul style="list-style-type: none"> Organizational Chart updated Edited since there was no collaboration with TxDot this year. Updated Safety Performance Targets Updated due to total revenue miles increasing Included Bipartisan Infrastructure Law changes 5329(d)(1)(D); minimize exposure to infectious diseases Created Infectious Disease Response Plan 	Alina O. Cantu	12/6/2023

Version 3	Safety Performance Measures Page 12	<ul style="list-style-type: none"> Updated Safety Performance Targets due to change in total revenue miles 	Alina O. Cantu	11/19/2024
Version 4	<ul style="list-style-type: none"> Safety Performance Measures and Targets Page 12-14 Added the 7 new performance targets Page 12 - 14 Safety Risk Mitigation Page 18 -19 Probability to Likelihood throughout document 	<ul style="list-style-type: none"> Updated Safety Performance Targets Updated due to change in total revenue miles FTA Published PTASP Final Rule update requiring Safety Committee and Safety Risk Reduction Program 	Alina O. Cantu	11/25/2025

D. PTASP Maintenance – 673.11(a)(2)(c)

STC will follow the annual review process outlined above and adjust this ASP as necessary to accurately reflect current implementation status. This plan will document the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and will make necessary updates to this ASP as STC continues to develop and refine our SMS implementation.

E. PTASP Documentation and Recordkeeping – 673.31

At all times, STC will maintain documents that set forth our ASP, including those documents related to the implementation of STC's SMS and those documents related to the results from SMS processes and activities. STC will also maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that our agency uses to carry out our ASP and all iterations of those documents. These documents will be made available upon request to the FTA, other Federal entities, or TxDOT. STC will maintain these documents for a minimum of three years after the documents are created.

F. Safety Performance Measures – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers must develop an ASP to include Safety Performance Targets based on the safety performance measures established under the National Safety Plan. The safety performance measures outlined in the National Safety Plan were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the NTD. The safety performance measures included in the National Safety Plan are **major events**, fatalities, injuries, **safety events**, and system reliability (State of Good Repair as developed and tracked in the TAM Plan).

There are **fourteen** **seven** (14) (7) SPTs that must be included in each ASP that are based on the four (4)

performance measures in the National Safety Plan. These SPTs are presented in terms of total numbers reported and rate per Vehicle Revenue Mile (VRM). Each of the fourteen (14) ~~seven (7)~~ is required to be reported by mode as presented in Table 4. Table 5 presents baseline numbers for each of the performance measures.

TABLE 4: National Safety Plan SAFETY PERFORMANCE MEASURES

Safety Performance Measure	SPT	SPT
Fatalities	Total Number Reported	Rate Per Total VRM
Injuries	Total Number Reported	Rate Per Total VRM
Safety Events (Accident, Incident, Occurrence)	Total Number Reported	Rate Per Total VRM
System Reliability	Mean distance between major mechanical failure	

Safety Performance Measure	SPT
1a: Major Events	Total Number Reported
1b: Major Events Rate*	# Of major events / total VRM
1.1: Collision Rate*	# Of collisions / total VRM
1.1.1: Pedestrian Collision Rate*	# Of pedestrian collisions/ total VRM
1.1.2: Vehicular Collision Rate*	# Of vehicular collisions / total VRM
2a: Fatalities	Total Number Reported
2b: Fatality Rate*	# Of fatalities / total VRM
2.1: Transit Worker Fatality Rate*	# Of transit worker fatalities / total VRM
3a: Injuries	Total Number Reported
3b: Injury Rate*	# Of injuries / total VRM
3.1: Transit Worker Injury Rate*	# Of transit worker injuries / total VRM
4a: Assaults on Transit Workers	Total Number Reported
4b: Assaults on Transit Workers Rate*	# Of assaults on transit workers / total VRM
5: System Reliability	Mean distance between major mechanical failure

TABLE 5: SAFETY PERFORMANCE Targets

Mode	Fatalities	Rate-of-Fatalities*	Injuries	Rate-of-Injuries*	Safety Events	Rate-of-Safety-Events*	Mean-Distance Between-Major-Mechanical-Failure
Fixed Route (Bus)	0	0%	1	0.0026%	3	0.0078%	9,600

Mode: Fixed Route (Bus)

Safety Performance Measure

Safety Performance Target Calculation

1a: Major Events	2
1b: Major Events Rate*	0.0051%
1.1: Collision Rate*	0.0051%
1.1.1: Pedestrian Collision Rate*	0%
1.1.2: Vehicular Collision Rate*	0.0051%
2a: Fatalities	0
2b: Fatality Rate*	0%
2.1: Transit Worker Fatality Rate*	0%
3a: Injuries	2
3b: Injury Rate*	0.0051%
3.1: Transit Worker Injury Rate*	0.0026%
4a: Assaults on Transit Workers	0
4b: Assaults on Transit Workers Rate*	0%
5: System Reliability	13,035

*rate = total number for the year/total revenue vehicle miles traveled

As part of the annual review of the ASP, STC will reevaluate our safety performance targets and determine if they need to be refined.

G. Safety Performance Target Coordination – 673.15(a)(b)

STC will make our safety performance targets available to TxDOT and the Rio Grande Valley MPO to aid in those agencies' respective regional and long-range planning processes. To the maximum extent practicable, STC will coordinate with TxDOT and the MPO in the selection of safety performance targets during the annual PTASP update process.

4. Safety Management System

As previously noted, FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the National Safety Program, National Public Transportation Safety Plan, and 49 CFR Part 673, STC is adopting SMS as the basis for directing and managing safety and risk at our agency. All levels of management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations in order to deliver improvements in safety and reduce risk to the lowest practical level during service delivery.

SMS is comprised of four basic components – Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion. The Safety Management Policy and Safety Promotion are the enablers that provide structure and supporting activities that make Safety Risk Management and Safety Assurance possible and sustainable. The Safety Risk Management and Safety Assurance are the activities for effectively managing safety as presented in Figure 2.

FIGURE 2: SAFETY MANAGEMENT SYSTEMS



A. Safety Risk Management – 673.25

By adopting this ASP, STC is establishing the Safety Risk Management (SRM) process presented in Figure 3 for identifying hazards and analyzing, assessing and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25.

FIGURE 3: SAFETY RISK MANAGEMENT PROCESS



I. Safety Hazard Identification – 673.25(b)

The STC safety risk management process is a forward-looking effort to identify safety hazards that could potentially result in negative safety outcomes. A hazard is any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infra-structure of a public transportation system; or damage to the environment. STC uses a variety of mechanisms for identifying and documenting hazards, namely:

- STC ensures personnel can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately report any safety hazards identified.
- Employee hazard training coupled with the employee safety report program ensures that STC has information for hazard identification.
- Upon receiving notification of a potential hazard, the CSO will enter the hazard into the Hazard Log. Next, the CSO will conduct the risk assessment by utilizing the Risk Matrix presented in figure 5 to determine the frequency and severity of hazard.
- Staff are responsible for performing and documenting regular safety assessments, which include reporting and recommending methods to reduce identified hazards.
- If a hazard is such that an employee would be reluctant to report the information an alternative, anonymous reporting mechanisms are available through an anonymous suggestion box.
- To increase safety knowledge, personnel are also encouraged to participate in professional development activities and training as a source of expertise and information on lessons learned and best practices in hazard identification.
- Other sources for hazard identification may include:
 - Employee safety reporting program
 - Inspections of personnel job performance, vehicles, facilities and other data
 - Investigations of safety events

- Safety trend analysis on data currently collected
- Training and evaluation records
- Internal safety audits
- External sources of hazard information could include:
 - FTA and other federal or state authorities
 - Reports from the public
 - Safety bulletins from manufacturers or industry associations

FIGURE 4: Sample Hazard Log

Hazard	Identification Source/Date	Date of Analysis	Worst Credible Potential Consequence(s)	Defenses in place (hard or soft)	Probability of Consequences	Severity of Consequences	Safety Risk Evaluation Index	Further Mitigation Action, if Required	Revised Safety Risk Evaluation Index	Revised Safety Risk Evaluation Index Date	Department Responsible for Mitigation	Estimated Date Mitigation(s) is Fully Implemented	Contact Person	Department/Individual Responsible for Monitoring Mitigation Effectiveness
Bus mis-aligned over pit	Employee safety reporting	Date	Bus falling into pit resulting in property damage	1. Training in aligning the bus properly over pit. (s) 2. SOP and rule book provided with training. (s)	3 (Occasional)	C (Marginal)	3C (Acceptable based upon existing mitigations)	NA	NA	NA	Bus Vehicle Maintenance	NA	Name	Bus Operations Safety Department
			Bus falling into pit resulting in injury to worker	1. Training in aligning the bus properly over pit. (s) 2. SOP and rule book provided with training. (s)	3 (Occasional)	B (Critical)	3B (Acceptable based upon existing mitigations)	N/A	N/A	NA	Bus Vehicle Maintenance	NA	Name	Bus Operations Safety Department
			Bus falling into pit resulting in worker fatality	1. Training in aligning the bus properly over pit. (s) 2. SOP and rule book provided with training. (s)	3 (Occasional)	A (Catastrophic)	3A (Unacceptable under the existing circumstances)	1. Revise SOP and Rulebook to require a second worker to watch and signal for bus placement. (s) 2. Establish speed restrictions moving in and out of shop. (s) 3. Stripe lines around pits with high visibility fluorescent paint. (h) 4. Revise SOPs to ensure pit is not occupied during bus movements over pit. (s) 5. Install bus tire guides on pit edge. (h)	4A (Acceptable based upon mitigations)	Date	Bus Vehicle Maintenance	Date	Name	Bus Operations Safety Department
Corroded/cracked rail fasteners in tunnel	Employee safety reporting	Date	Derailed with fatalities	1. Routine inspections (s) 2. Periodic maintenance is conducted. (s)	3 (Occasional)	A (Catastrophic)	3A (Unacceptable under the existing circumstances)	1. Increased inspection frequencies (s) 2. Corrosion mitigation (s) 3. Speed Restrictions(s) to be implemented (s)	4A (Acceptable based upon mitigations)	Date	Track Maintenance	Date	Name	Track Maintenance Safety Department

II. Safety Risk Assessment – 673.25(c)

As part of the new SRM process, STC has developed methods to assess the likelihood and severity of the consequences of identified hazards, and prioritizes the hazards based on the safety risk process.

Safety risk is based on an assessment of the likelihood of a potential consequence and the potential severity of the consequences in terms of resulting harm or damage. The risk assessment also considers any previous mitigation efforts and the effectiveness of those efforts. As stated above, the CSO will log hazards utilizing a Hazard Log that resembles Figure 4. The CSO will evaluate the hazard for severity, likelihood probability and level of risk utilizing the criteria in the Tables listed in figure 6.

FIGURE 5: SAFETY RISK ASSESSMENT MATRIX

RISK ASSESSMENT MATRIX				
Severity Likelihood	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Severity of the Consequence		
Definition Category	Meaning	Value
Catastrophic	<ul style="list-style-type: none"> Equipment destroyed Multiple deaths 	A
Critical	<ul style="list-style-type: none"> A large reduction in safety margins, physical distress or a workload such that the operators cannot be relied upon to perform their tasks accurately or completely Serious injury Major equipment damage 	B
Marginal	<ul style="list-style-type: none"> A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of increase in workload, or as a result of conditions impairing their efficiency Serious incident Injury to persons 	C
	<ul style="list-style-type: none"> Nuisance Operating limitations Use of emergency procedures Minor incident Little consequences 	D

The Risk Assessment Matrix is an important tool. If a risk is assessed and falls within one of the red zones, the risk is determined to be unacceptable under existing circumstances. This determination means that management must take action to mitigate the situation

If the risk is assessed and falls within one of the yellow zones, the risk is determined to be acceptable, but monitoring is necessary. If the risk falls within one of the green zones, the risk is acceptable under the existing circumstances.

Once a hazard's likelihood and severity have been assessed, the information is used to move to the next step, which is hazard mitigation.

III. Safety Risk Mitigation – 673.25(d)

Upon completion of the risk assessment, the CSO will identify mitigations or strategies necessary to reduce the likelihood and/or severity of the consequences. The goal of this step is to avoid or eliminate the hazard or, when elimination is not likely or feasible, to reduce the assessed risk rating to an acceptable level. To accomplish this objective, the CSO, works with subject matter experts from respective department or section to which the hazard applies to determine a mitigation strategy.

Once a mitigation strategy is selected and adopted, the strategy is assigned to an appropriate staff member, team or department for implementation. The assigned personnel and the personnel's specific responsibilities are entered into the Hazard Log (figure 4). Among the responsibilities of the staff member, department or team is to communicate the mitigation effort to the CSO, who will document whether the mitigation was carried out as designed and whether the intended safety objectives were achieved.

In accordance with 673.25, transit agencies that are a large urbanized area provider must establish a safety committee and a safety risk reduction program for transit operations to improve safety performance by reducing the number and rates of safety events, injuries and assaults on transit

workers. The safety committee will support the operation of the transit agency by identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through the transit agency's safety risk assessment, including safety risk mitigations associated with any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program. STC Transportation Services has a safety committee and risk reduction program as required.

The Bipartisan Infrastructure Law requires transit agencies to address strategies to minimize exposure to infectious diseases, consistent with Centers for Disease Control and Prevention or State health authority guidelines. STC has strategies in place to minimize exposure to infectious disease that are consistent with Centers for Disease Control (CDC), state/county orders, and public health agencies, STC Transportation Services developed an Infectious Disease Exposure Response Plan which is used to mitigate risk.

B. Safety Assurance – 673.27 (a)

Safety Assurance means processes within the STC SMS that function to ensure a) the implementation and effectiveness of safety risk mitigation, and b) STC meets or exceeds our safety objectives through the collection, measurement, analysis and assessment of information.

SA helps to ensure early identification of potential safety issues. SA also ensures that safeguards are in place and are effective in meeting STC's critical safety objectives and contribute towards SPTs.

I. Safety Performance Monitoring and Measuring – 673.27 (b)

As the first step in the STC Safety Assurance program, STC collects and monitors data on safety performance indicators through a variety of mechanisms described in the following sections. Safety performance indicators can provide early warning signs about safety risks. STC currently relies primarily on lagging indicators representing negative safety outcomes that should be avoided or mitigated in the future. However, initiatives are underway to adopt a more robust set of leading indicators that monitor conditions that are likely to contribute to negative outcomes in the future. In addition to the day-to-day monitoring and investigation procedures detailed below, STC will review and document the safety performance monitoring and measuring processes as part of the annual update of this ASP.

II. Monitoring Compliance and Sufficiency of Procedures – 673.27 (B)(1)

STC monitors our system for personnel compliance with operations and maintenance procedures and monitors these procedures for sufficiency in meeting safety objectives.

Supervisors monitor employee compliance with STC SOPs through direct observation and review of information from internal reporting systems such as pre-trip inspection forms and employee safety reporting.

STC addresses non-compliance with standard procedures for operations and maintenance activities through a variety of actions, including revision to training materials and delivery of employee and supervisor training if the non-compliance is systemic. If the non-compliance is situational, then activities may include supplemental individualized training, coaching, and heightened management oversight,

among other remedies.

Sometimes personnel are fully complying with the procedures, but the operations and maintenance procedures are inadequate and pose the risk of negative safety outcomes. In this case, the cognizant person submits the deficiency or description of the inadequate procedures to the SRM process. Through the SRM process, the CSO will then evaluate and analyze the potential organizational hazard and assign the identified hazard for mitigation and resolution, as appropriate. The CSO will also conduct periodic self-evaluation and mitigation of any identified deficiencies in the SRM process itself.

III. Monitoring Operations – 673.27(B)(2)

Department Heads are required to monitor investigation reports of safety events and SRM resolution reports to monitor the department's operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. If it is determined that the safety risk mitigation did not bring the risk to an acceptable level or otherwise failed to meet safety objectives, then the supervisor resubmits the safety risk/hazard to the SRM process. The CSO will work with the supervisor and subject matter experts to reanalyze the hazard and consequences and identify additional mitigation or alternative approaches to implementing the mitigation.

IV. Safety Event Investigation – 673.27(B)(3)

STC currently conducts investigations of safety events. From a SA perspective, the objective of the investigation is to identify causal factors of the event and to identify actionable strategies that STC can employ to address any identifiable organizational, technical or environmental hazard at the root cause of the safety event.

Safety Event Investigations that seek to identify and document the root cause of an accident or other safety event are a critical component of the SA process because they are a primary resource for the collection, measurement, analysis and assessment of information. STC gathers various information to help in identifying and documenting root causes of accidents and incidents, including but not limited to:

1. The purpose of these investigations is to:
 - a. Identify probable causes and contributing factors.
 - b. Verify identified hazards.
 - c. Implement remedies to eliminate, reduce or control recurrences of a similar accident.
 - d. Provide a means of checking the adequacy of past training.
 - e. Make personnel aware of unsafe acts and conditions.
2. Investigations:
 - a. STC Police, Local Police and the CSO will conduct investigations for all minor and major accidents or incidents.
3. The following are necessary for effective investigations:
 - a. Determine field personnel responsibilities for investigation.
 - b. Utilize the Supervisor's Accident Investigation Procedures.
 - c. Integrate Claims' findings into investigations.

- d. Ensure STC Police and Risk Management are notified of minor and major accidents, on both an immediate and routine basis.
- e. Develop criteria for investigations.
- f. Prepare procedures, checklists and formats for conducting investigations.
- g. Adopt policies for major accident investigation report publication and follow up systems for compliance with report recommendations. In addition, the CSO will establish procedures for coordinating investigations by outside agencies, or peer reviews.

V. Monitoring Internal Safety Reporting Programs – 673.27(B)(4)

As a primary part of the internal safety reporting program, STC monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event. The supervisor submits the hazard report to the SRM process to be analyzed, evaluated, and if appropriate, assigned for mitigation/resolution.

C. Safety Promotion – 673.29

Management support is essential to developing and implementing SMS. SP includes all aspects of how, why, when and to whom management communicates safety related topics. SP also includes when and how training is provided. The following sections outline both the safety competencies and training that STC will implement and how safety related information will be communicated.

I. Safety Competencies and Training – 673.29(a)

STC provides comprehensive training to all employees regarding each employee's job duties and general responsibilities. This training includes safety responsibilities related to the employee's position. In addition, regular driver safety meetings are held to ensure that safety related information is relayed to the key members of our agency's safety processes.

As part of SMS implementation, STC conducts the following activities:

- Conduct a thorough review of all current general staff categories (administrative, driver, supervisor, mechanic, maintenance, etc.) and the respective staff safety related responsibilities.
- Assess the training requirements spelled out in 49 CFR Part 672 and the various courses required for different positions. (STC is not subject to the requirements under 49 CFR Part 672 but will review the training requirements to understand what training is being required of other larger agencies in the event these trainings might be useful).
- Assess the training material available on the FTA PTASP Technical Assistance Center website.
- Review training material available from industry sources such as the Community Transportation Association of America and the American Public Transportation Association websites.
- Identify trainings required to meet the safety related activities for each general staff category.

- Develop expectations for ongoing safety training and safety meeting attendance.
- Develop a training matrix to track progress on individuals and groups within the organization.
- Adjust job notices associated with general staff categories to ensure that new personnel understand the safety related competencies and training needs and the safety related responsibilities of the job.
- Include refresher training in all trainings and apply it to agency personnel and contractors.

II. Safety Communication – 673.29(b)

STC regularly communicates safety and safety performance information throughout our agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through the ESRP or other means.

STC will ensure that any safety related information is shared with STC staff. STC also posts safety related and other pertinent information in a common room for all employees.

STC will begin systematically collecting, cataloging, and, where appropriate, analyzing and reporting safety and performance information to all staff. To determine what information should be reported, how the information should be reported and to whom, STC will answer the following questions:

- What information does this individual need to do their job?
- How can we ensure the individual understands what is communicated?
- How can we ensure the individual understands what action must be taken as a result of the information?
- How can we ensure the information is accurate and kept up-to-date?
- Are there any privacy or security concerns to consider when sharing information? If so, what should we do to address these concerns?

In addition, STC will review its current communications strategies and determine whether others are needed.

5. APPENDIX A:

A. Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the SMS of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C., and the agency's TAM Plan in accordance with 49 U.S.C. 5326.

Agency Leadership and Executive Management: Those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Corrective Maintenance: Specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent Authority: means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's PTASP.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

Preventative Maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan (PTASP): means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: means a method or methods to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Safety Assurance (SA): means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's

employees regarding safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a CSO or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and SPTs.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: means the assessed **probability** **likelihood** and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the **probability** **likelihood** or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: means any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date

that the injury was received;

- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329 and the regulations set forth in 49 CFR part 674.

Transit Agency: means an operator of a public transportation system.

Transit Asset Management (TAM) Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

B. Acronyms Used

ADA: Americans with Disabilities Act

ASP: Agency Safety Plan

CAF: Customer Assistance Form

STC: South Texas College

ESRP: Employee Safety Reporting Program

FAST Act: Fixing America's Surface Transportation Act

MAP-21: Moving Ahead for Progress in the 21st Century Act

MOU: Memorandum of Understanding

MPO: Metropolitan Planning Organization

NTD: National Transit Database

SOP: Standard Operating Procedure

SSPP: System Safety Program Plan

TxDOT: Texas Department of Transportation

6. APPENDIX B:

A. Infectious Disease Exposure Response Plan

1. Objectives

- Provide guidance on how to respond during each Pandemic Alert Phase
- Inform and advise the employees and community as needed
- Take reasonable measures to ensure the safety of the employees and patrons

2. Scope

Once an outbreak reaches pandemic proportions, the Response Plan will need to be used in conjunction with the College's Multi-Hazard Emergency Operations Plan to provide comprehensive response planning. It is intended to cover extraordinary aspects specific to a contagious virus that are not normally covered in the Multi-Hazard Emergency Operations Plan. Consequently, if a contagious virus spreads to the degree that it limits or restricts a transit agency's availability of personnel or cripples its ability to deliver normal service the Response Plan will be triggered. College notifications, disinfection, sterilization and isolation protocols will be executed as recommended by local and state public health authorities. CDC recommends to have everyday strategies to prevent the spread of infections as part of your normal operations, such as promoting vaccination, staying home when sick, optimizing ventilation, washing hands frequently, and following all rules on regular and consistent cleaning, sanitizing, and disinfecting.

3. Approval of an Infectious Disease Exposure Response Plan

The Chief Safety Officer or Accountable Executive of the transit agency shall conduct periodic reviews and revisions to the Response Plan.

4. Elements of the Response Plan

The Response Plan covers specific elements that include the following:

- Pandemic Alert Phases
- Information and Education Program (Internal and External)
- Disinfection Program
- Sanitary Aids
- Vaccine/Antiviral medications
- Self-Screening
- Service Reduction, Shutdown and Restoration

A. Pandemic Alert Phases

Planning and response to a contagious virus will depend on the risk involved. Unlike a catastrophic event such as an earthquake, a contagious virus likely will have various phases in the lifecycle of its spread. Each phase will need a different response strategy.

The Response Plan shall be applicable to all contagious viruses however it is based on the phases of a pandemic influenza as defined by the World Health Organization (WHO). These WHO phases have been

universally accepted by most health departments and other government and private organizations and shall be adopted and adapted by the transit agency.

Table 1

World Health Organization Phases	
Inter – Pandemic Period	
Phase 1: Low Risk of Human Cases	No new influenza virus subtypes have been detected in humans. An influenza virus subtype that has caused human infection may be present in animals. If present in animals, the risk of human infection or diseases is considered low.
Phase 2: Higher Risk of Human Cases	No new influenza virus subtypes have been detected in humans. However, a circulating animal influenza virus subtype poses a substantial risk to humans.
Pandemic Alert Period	
Phase 3: No or very limited human - to – human transmission	Human infection(s) with a new subtype, but no human - to - human spread, except for rare close – contact instances.
Phase 4: Evidence of increased human – to – human transmission	Small cluster (s) with limited human - to - human transmission but spread is highly localized, suggesting that the virus is not well adapted to humans.
Phase 5: Evidence of significant human – to – human transmission	Larger cluster(s) but human - to - human spread still localized, suggesting that the virus is becoming increasingly better adapted to humans, but may not yet be fully transmissible (substantial pandemic risk)
Pandemic Period	
Phase 6: Efficient and sustained human – to – human transmission	Increased and sustained transmission in general population.

B. Information and Education Program

Communications, in the form of information and educational programs, must be a major part of any Response Plan. Communications shall be divided into three distinct areas: communications with emergency management; communications to employees (internal) and communications to the riding public (external).

Communications need to be coordinated with local and state emergency management so that the message stays consistent. Information and educational training shall be consistent with that recommended by local and state health departments, and transit agency staff shall partner with those agencies to ensure that accurate and appropriate information is being released.

Table 2
Internal Communication

Alert Phase	Actions	Responsibility
1	<ul style="list-style-type: none"> • Develop materials on employee personal hygiene and precautions against contagious viruses. • Distribute personal hygiene information to employees. • Publish information on website. • Disseminate materials developed through emails, the district website, College Emergency Notification System and other forms of outreach. • Partner with public health department, to acquire timely information, and coordinate appropriate new releases to employees and riding public. • Develop training video and poster(s) on hygiene and precautionary measures against viruses both at work and in the home. • Commence disseminating the video and poster(s) to district departments. • Place pertinent information on the Transit website. 	CDC, Federal Transit Administration, College Public Relations, Finance and Administrative Services Safety Team, Transportation Manager
2	<ul style="list-style-type: none"> • Develop and deliver a more formal awareness program that includes personal visits to employee work location to disseminate facts and to address concerns. 	CDC, Federal Transit Administration, College Public Relations, Finance and Administrative Services Safety Team, Transportation Manager
3 - 6	<ul style="list-style-type: none"> • Continue to update employees with status reports of the virus conditions, using all appropriate means of distribution. 	CDC, Federal Transit Administration, College Public Relations, Finance and Administrative Services Safety Team, Transportation Manager

Table 3
External Communication

Alert Phase	Actions	Responsibility
1	<ul style="list-style-type: none"> • In accordance with information provided by the health Authority put out passenger's bulletins in the form of a fact sheet on the risks involved. • Prepare outreach/education material in the form of news releases, patron bulletins and website articles that provide guidance on personal hygiene, and keep patrons informed on the risks involved. • Commence disseminating information prepared. • Partner with public health departments to acquire timely information, and to coordinate appropriate news releases to employees and riding public. 	CDC, Federal Transit Administration, College Public Relations, Finance and Administrative Services Safety Team, Transportation Manager
2 - 6	<ul style="list-style-type: none"> • Continue to disseminate timely information to patrons. Start utilizing station signage and on-vehicle posters to further the promotion of information. 	Transportation Manager, Transportation Staff

C. Disinfection Program

Various contagious viruses can survive on surface materials for several days or longer. Consequently, a transit agency shall stay up to date with local and/or state health authority's recommendations to determine a practical response.

Table 4

Alert Phase	Action	Responsibility
1	<ul style="list-style-type: none"> • Commence planning for enhanced cleanliness of the system's buses, particularly hand-contact surfaces. The plan should assess in-house resources and explore contract services that are geared to the different alert phases. An estimate of the costs involved should be part of the planning process • Commence the initiative to provide cleaner buses so that patrons are comfortable when riding the buses 	Transportation Manager, Transportation Staff
2 - 6	<ul style="list-style-type: none"> • Commence and continue program of disinfecting hand-contact surfaces on buses several times throughout each day. Using the 	Transportation Manager, Transportation Staff

	Daily Disinfectant Checklist to clean the buses and using the Disinfectant Electrostatic sprayer daily.	
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D. Sanitary Aids

Sanitary aids can assist significantly in limiting the spread of a virus. Additionally, sanitary aids can reassure transit employees and provide them with an added layer of protection in performing their daily functions.

Table 5

Alert Phase	Action	Responsibility
1	<ul style="list-style-type: none"> Establish funding authorization for pending sanitary aid expenses related to the pandemic. Procure a supply of face masks and disinfectant gel for use by employees. Work with suppliers to ensure a steady flow of these aids for employees, given a progression of the virus to higher alert levels. Estimate supplies needed for each alert phase. With reference to alert Phase 4, estimate disinfectant gel needed for patrons, and work with suppliers to ensure a steady flow of this item when the time arrives. 	Finance and Administrative Services Safety Team, College Maintenance Department, Transportation Manager
2 - 6	<ul style="list-style-type: none"> Disseminate disinfectant gels for employee use. 	Finance and Administrative Services Safety Team, College Maintenance Department, Transportation Manager
4	<ul style="list-style-type: none"> Require employees or patrons to wear protective masks if required by Presidential Executive Order or the Federal Transit Administration. Provide disinfectant gels for use by patrons in each bus. 	Transportation Manager, Transportation Staff
5	<ul style="list-style-type: none"> Provide protective masks to office employees for use within office environments. Promote social distancing (avoid face contact meetings, explore telecommuting). 	Finance and Administrative Services Safety Team, College Maintenance Department, Transportation Manager

E. Vaccine/Antiviral Medications

Given the spread of a contagious virus, transit agencies shall work with local health authorities to make vaccinations and/or antiviral medications available for transit agency employees.

Table 6

Alert Phase	Action	Responsibility
1	<ul style="list-style-type: none">• Work with state and local health departments to track the U.S. government development of guidelines for the allocation of Contagious Virus vaccine and antiviral medications.	Finance and Administrative Services Safety Team
3	<ul style="list-style-type: none">• Coordinate with local and/or state health authority for vaccine clinics to be held available on the STC campuses	Finance and Administrative Services Safety Team
4	<ul style="list-style-type: none">• Host vaccines clinics on STC campuses	Finance and Administrative Services Safety Team

F. Self-Screening

Prior to arriving to campus, employees and students, must, on a daily basis, screen themselves by using the Screening Checklist. If you are exhibiting new or worsening signs or symptoms of possible infectious disease, such as Covid-19, as listed below, please **DO NOT report to campus**.

Are you experiencing any new or worsening signs or symptoms?

- Cough
- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Shortness of breath or difficulty breathing
- Chills
- Fatigue
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- Loss of taste or smell
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea
- Known close contact with a person who is lab confirmed to have COVID-19

If you experience any of the signs or symptoms of COVID-19, please immediately notify:

- Employees must notify the Office of Human Resources and should notify their healthcare provider.
- Students must notify Counseling and Student Disability Services and should notify their healthcare provider.

If you should develop signs or symptoms or start to feel unwell during the day on campus, please notify the appropriate parties listed above.

G. Service Reduction, Shutdown and Restoration

Throughout the life cycle of a large-scale viral response, a transit agency may need to reduce service due to employee availability to maintain and operate transit vehicles or to comply with public health department recommendations and directives.

Service Reduction

The following indicators will be monitored as potential service reduction triggers:

- Ridership
- Employee attendance
- Asset availability

Service levels will be adjusted as necessary, with the following anticipated progression:

- Reduce service
- Shut down the system

Service reduction issues are anticipated to include the following:

- Employee welfare
- Development of work rules/guidelines regarding hygiene practices in the work environment

Service Shutdown

Given the need to shut down service, the primary objective will be to execute an orderly, safe conclusion of service, which preserves district assets in a condition that will facilitate later service restoration.

Major tasks involved in the shutdown of the system consist of the following:

- Complete operations (complete final service runs and store all vehicles)
- Deploy property protection
- Establish communications and logistics plan for administrative work (possible coordination from home, individual office or other location as needed)

Initial Shutdown

- All revenue vehicles will be appropriately positioned in the yard at close of operations for the night.
- Keys will be secured in the office
- Office staff will evaluate their essential functions and either suspend work or develop contingency work plans as needed.
- Ongoing security will be provided by STC police.

Restoration of service

In anticipation of service restoration, the following actions will be performed:

- Conduct complete system inspection before start-up.
- Complete any repairs or maintenance identified during the start-up inspections.
- Inspect revenue vehicle fleet.

Service will commence after the actions have been accomplished, and contingent upon approvals by the Transportation Manager or Chief of Police.

7. APPENDIX C:

A. *Board Minutes or Resolution*

Discussion and Action as Necessary on Proposed Parking Citation Forgiveness Program

Purpose To approve the proposed Parking Citation Forgiveness Program, which is a new initiative aimed at supporting our students who have outstanding parking citations, our College food pantry, and the Jaguar closet.

Justification The program will allow students with parking citations the opportunity to bring in donations from an approved list of items in exchange for waiving one or two citations from their records.

The program will occur three times a year, for a designated one-week period.

This program will support students with parking citations, strengthen the student food pantry and Jaguar closet, foster community engagement, and provide operational simplicity and predictability for stakeholders.

The College's Unpaid Citations are as follows:

Unpaid Citations (February 2023 to September 2025)	
Unpaid Citation by Classifications	Amount
Student	\$47,405
Faculty/Staff	\$1,840
DMV Owner	\$90,500
Guest	\$2,795
Unidentified	\$21,925
Unpaid Citations	\$164,465

Enclosed Documents Appendix A – Procedures

Funding No funding required.

Staff Resource Mary Del Paz, Vice President for Finance and Administrative Services
Ruben Suarez, Chief of Police for the Department of Public Safety
Cindy Zavala, Parking and Security Services Manager

Recommendation The Committee recommends Board approval of the proposed Parking Citation Forgiveness Program as presented.

Parking Citation Forgiveness Program Procedures

A new initiative aimed at supporting our students who have outstanding parking citations, our College food pantry and the Jaguar closet. The program will allow students with parking citations the opportunity to bring in donations from an approved list of items in exchange for waiving one or two qualifying parking citations from the T2 parking system.

I. Program works as follows:

- Three times a year for a designated one-week period, students who have qualifying parking citations can participate.
- Students bring donations from a pre-approved list to the Department of Public Safety.
- In exchange, one to two qualifying parking citations will be waived from the T2 parking system for each student who contributes.

II. Benefits:

- **Supporting Individuals with Citations:** Gives those facing parking citation penalties a practical way to reduce their burden through community service in the form of donations rather than fines or other penalties. It creates a pathway for people to take positive action toward resolving their citations.
- **Strengthening the Student Food Pantry and Jaguar Closet:** By aligning parking citation forgiveness with donations, we simultaneously increase vital resources for the college food pantry and Jaguar closet. This helps address food insecurity among students, an issue that often goes unnoticed.
- **Fostering Community Engagement:** Encourages a culture of giving and mutual support. It creates goodwill, shows understanding for those facing parking citations, and highlights the importance of helping others in need. Aligns with the caring campus initiative.
- **Operational Simplicity and Predictability:** Limiting the program to three specific one-week periods each year allows for manageable administration and clear communication with all stakeholders.

III. Program Requirements:

- **One Parking Citation:** Bring 7 items from the approved list and one outstanding parking citation will be waived from the qualifying list.
- **Two Parking Citations:** Bring 14 items from the approved list and two outstanding parking citations will be waived from the qualifying list.

IV. Qualification Requirements

Classifications, Parking Fees, and Violations	Meets Qualifications	Does Not Meet Qualifications
Who qualifies	<ul style="list-style-type: none"> Students 	<ul style="list-style-type: none"> Faculty/Staff Other (Visitors, DMV Owners, etc.)
Citation fee amounts	<ul style="list-style-type: none"> 1st Citation \$30 2nd Citation \$50 	<ul style="list-style-type: none"> Warning \$0 3rd Citation \$80 4th Citation \$100 5th Citation \$120 Vehicle Boot Removal Fee \$100 Handicap Citation \$150 Fire Lane 1st Citation \$50 Fire Lane 2nd Citation \$90
List of citations	<ul style="list-style-type: none"> No parking permit displayed Expired parking permit displayed Improper display of parking permit, including not permanently affixing the permit in the proper location and/or using glue or tape rather than the permit adhesive Parking where prohibited by signs or markings (Faculty/Staff, Visitor, Reserved, Loading/Unloading) Parking in visitor spaces, with or without a permit, while a student at South Texas College Parking in visitor spaces for longer than the allotted time Parking where there is no designated parking space Double Parked (encroaching on another parking space) 	<ul style="list-style-type: none"> Misuse of parking permit Parking alongside islands and curbs marked "No Parking" or painted red (Fire Lane) Dropping off persons or items in a "No Parking" or "No Dropping Off" area Parking in a disabled parking space without properly displaying a valid disabled placard/license plate issued by the State of Texas. Disabled spaces are only to be used by those individuals whom the disabled placard/license plate was issued to.

V. Approved Donation Items and Minimum Sizes

All donated items must be new, unexpired, sealed or unopened, have clearly printed labels, and cans must be free of dents.

- Canned Vegetables 14oz
- Canned Beans 14oz
- Canned Soups 14oz
- Canned Fruits 8oz
- Canned Ravioli/SpaghettiOs 8oz
- Canned Chili 8oz
- Canned Tuna 8oz
- Canned Chicken 8oz
- Canned Tomato Sauce 4oz
- Canned Vienna Sausage 4oz
- Packaged Spam 2.5oz
- Packaged Dried Pasta 16oz
- Deodorant 16oz
- Bar Soap 2oz
- Toothpaste 4oz
- Shampoo 15oz
- Conditioner 15oz
- Toothbrush Single

Update on Organization Culture Climate Survey

Purpose	To provide an update and obtain guidance from the Board of Trustees regarding survey focus, questions, and themes to include in the fiscal year 2026 organization culture climate survey.
Justification	On September 23, 2025, the Board of Trustees approved conducting an employee climate survey and assessing services in fiscal year 2026. Climate surveys provide organizations with valuable feedback to enhance their culture, increase productivity, improve employee retention, and develop targeted, data-driven strategies that enhance the employee experience. The Administration requests guidance and feedback from the Board of Trustees regarding the focus, themes, and questions to be included in the climate survey.
Enclosed Documents	Appendix A – Presentation
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services
Recommendation	No action is required from the Committee. This item is presented for information and feedback purposes only.



Organizational Culture Climate Survey

Mary Del Paz, MBA, CPA, CFE, CGMA
Vice President for Finance & Administrative Services



Survey Focus

- Management Values and Culture
- STC Core Values
 - Caring - We are committed to creating a campus culture that embodies respect, empathy, and genuine care for all.
 - Integrity - We are committed to being respectful, professional, honest, accountable and transparent.

Sample Themes and Questions

Ethical Behavior and Integrity

- *Management in this organization demonstrates honesty and integrity in their actions.*
- *I feel comfortable reporting unethical behavior without fear of retaliation.*

Respect, Dignity, and Inclusion

- *Management treats all employees with respect, regardless of position or background.*
- *The workplace culture promotes mutual respect and collaboration.*

Sample Themes and Questions

Trust and Accountability

- *I trust management to follow through on their commitments.*
- *I can rely on my supervisor to act in the best interests of the team.*

Caring and Employee Well-being

- *Management genuinely cares about employees as people, not just as workers.*
- *Management supports work-life balance and well-being.*

Sample Themes and Questions

Organizational Values and Alignment

- *Management consistently models the organization's stated values.*
- *I am proud of the ethical and cultural standards set by our leaders.*

Overall Climate and Culture

- *The organization fosters an open, trusting, and ethical work environment.*
- *I would recommend this organization as a place with strong values and integrity.*

Sample Themes and Questions

Opportunities for Growth

- *Are all employees extended the same opportunity for advancement?*
- *Do you feel promotions and advancement decisions are based on merit rather than favoritism?*

Next Steps

- Research and Secure Vendor
- Spring 2026 Issue Survey

**Thank You
Questions?**

Review and Discussion of Senate Bill 37 – An Act Relating to the Governance of Public Institutions of Higher Education

Purpose	To provide an overview of Senate Bill 37 (SB 37) and its provisions.
Justification	The presentation provides an overview of the requirements of SB 37, specific to institutional governance, implications for compliance, and operational adjustments.
Key provisions of SB 37:	
	<ul style="list-style-type: none">• Curriculum and Academic Programs• Institutional Governance• Coordination and Oversight of Institutions of Higher Education
Enclosed Documents	Appendix A – Senate Bill 37 Presentation
Staff Resource	Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development Mary Del Paz, Vice President for Finance and Administrative Services Alicia Correa, Director of Benefits and Compensation Claudia Olivares, Director of Employee Relations and Talent Development Laura Casas, Senior Manager for Staffing and Recruiting
Recommendation	No action is required from the committee. This item is presented for information purposes only.



Presentation of Senate Bill 37 Provisions

Mary Del Paz, MBA, CPA, CFE, CGMA – Vice President for Finance & Administrative Services

Dr. Anahid Petrosian – Vice President and Provost for Academic Affairs and Economic Development



Senate Bill 37 Overview

Senate Bill (SB) 37 introduces significant reforms in Texas public higher education to strengthen governance, accountability, and academic excellence through legislation focusing on four key areas:

- Curriculum and Academic Programs
- Institutional Governance
- Coordination and Oversight of Institutions of Higher Education
- Effective Date

Curriculum and Academic Programs

- At least once every five years, the governing board shall conduct a comprehensive review of the general education curriculum.
- Requires institutions of higher education to annually submit to the governing board an update regarding any changes to the general education curriculum offered at the institution.
- Authorizes the governing board to reserve the right to overturn a decision made by the institution regarding any changes to the general education curriculum.

Curriculum and Academic Programs cont.

- Requires the governing board to consider the potential costs the curriculum may impose on students, including additional tuition, fees, and time a student is required to spend to complete an undergraduate degree program at the institution.
- Governing boards may appoint a committee to assist with general education curriculum review.
- The governing board shall certify compliance to the Texas Higher Education Coordinating Board.

Institutional Governance

- Requires each governing board to take certain actions, including approving or denying the hiring of an individual for the position of provost or deputy, associate, or assistant provost by each institution under the board's control and management.
- Authorizes the governing board to overturn any hiring decision for the position of vice president or dean.

Institutional Governance cont.

- Requires the governing board to annually submit to the governor, the lieutenant governor, the speaker of the house of representatives, and each member of the legislature a report regarding decisions made by the governing board for the applicable academic year on any hiring of administration.
- Requires the president of an institution of higher education to conduct annual evaluations for individuals who hold the positions of vice president, provost, dean, or a similar leadership position that oversees curriculum or student affairs and report to the institution's governing board regarding any decision to remove an individual from a position.

Institutional Governance cont.

- Only the governing board is authorized to establish a faculty council or senate.
- Requires the governing board to adopt a policy governing the selection of the faculty council/senate members that meets certain requirements.
- Official faculty senate/council duties are to advise the administration.

Coordination and Oversight of Institutions of Higher Education

- Requires a member of a governing board, on completion of a training program, to provide a sworn statement affirming the member's understanding of the member's duties and responsibilities.

Effective Date

- Effective date: January 1, 2026. Exception for the faculty council/senate, which is September 1, 2025.

Thank You

Review and Discussion of College's Current Organizational Chart

Purpose	Dr. Ricardo J. Solis will present the College's current organizational chart to the Committee for review and discussion.
Justification	Dr. Alejo Salinas, Jr., Chairman of the Board of Trustees, requested that the College President present the College's current Organizational Chart.
Enclosed Documents	Appendix A - Current organizational chart for South Texas College
Funding	No funds are required.
Staff Resource	Dr. Ricardo J. Solis, President
Recommendation	No action is necessary on this item.



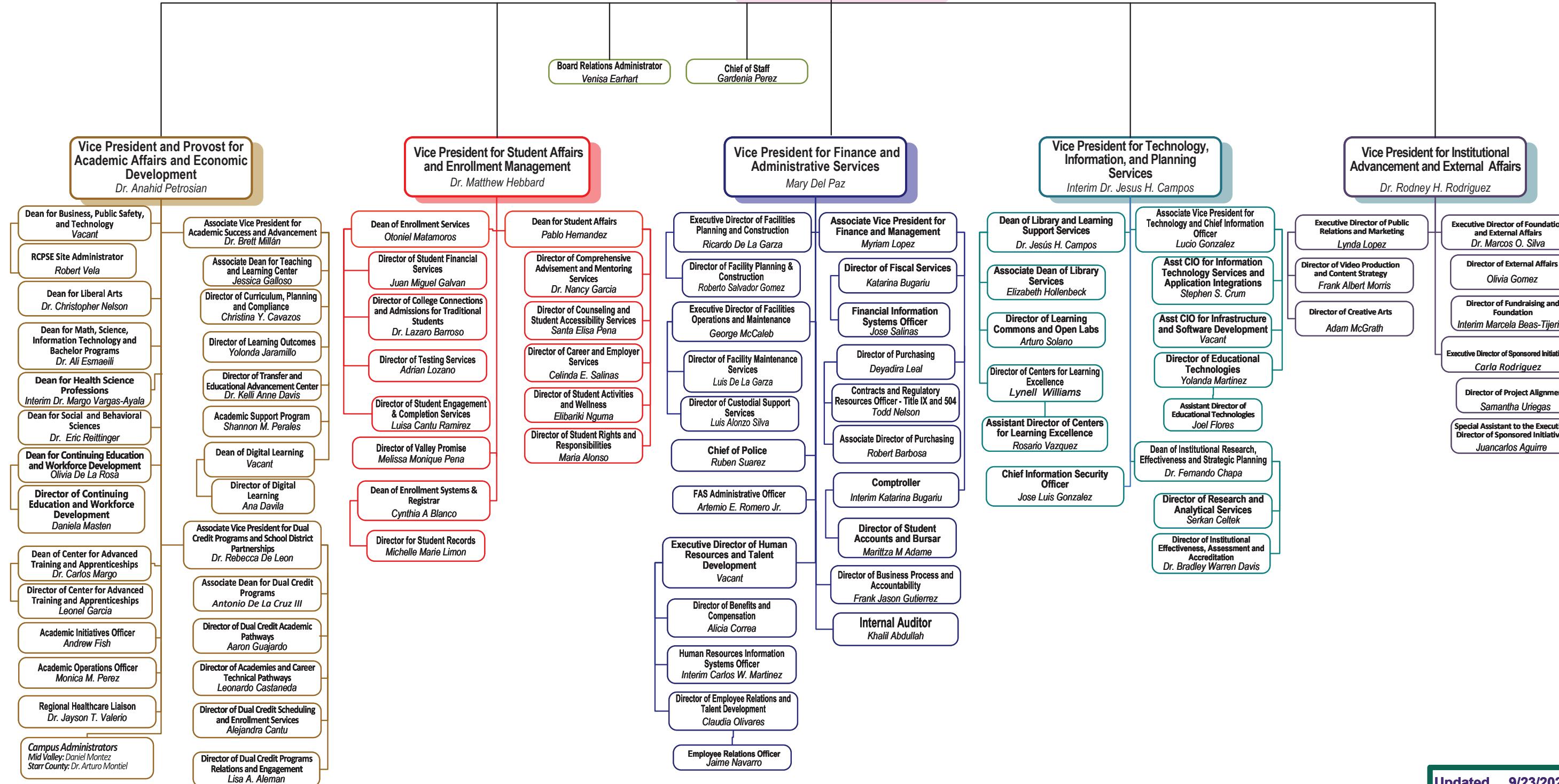
South Texas College

2025 - 2026

Administrative - Executive Organization Chart

Board of Trustees

College President
Dr. Ricardo J. Solis



Updated 9/23/2025 cwm

Review and Discussion of Procedures for Determining Sponsorships and Donations through External Affairs

Purpose	Dr. Ricardo J. Solis, President, and Ms. Olivia Gomez, Director of External Affairs, will present the procedures for determining sponsorships and donations through External Affairs.
Justification	Dr. Alejo Salinas, Jr., Chairman of the Board of Trustees, requested that the College President present the procedures for determining sponsorships and donations through External Affairs.
Enclosed Documents	None.
Funding	No funds are required.
Staff Resource	Dr. Ricardo J. Solis, President Ms. Olivia Gomez, Director of External Affairs
Recommendation	No action is necessary on this item.

Review and Discussion of President's Succession Plan

Purpose	Dr. Ricardo J. Solis, President will present his Succession Plan to the Committee for review and discussion.
Justification	Dr. Alejo Salinas, Jr., Chairman of the Board of Trustees, requested that the College President present his succession plan as per Board Goal Number 9 developed in November 2024.
Enclosed Documents	None
Funding	No funds are required.
Staff Resource	Dr. Ricardo J. Solis, President
Recommendation	No action is necessary on this item.

Review and Recommend Action to Adopt Local Board Policy Included in Numbered Update 49

Purpose	To review the local board policy listed in Appendix A to align with College operations.
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.
	This item was presented at the October 14, 2025, Committee Meeting and was deferred to the October 28, 2025 Board Meeting. At the October 28, 2025, Board Meeting, the item was deferred. The Board recommended including a definition of hazing in the policy, but no action was taken.
Enclosed Documents	Appendix A – List of Policy Appendix B – Policy
Staff Resource	Matthew S. Hebbard, Vice President for Student Affairs and Enrollment 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

Item	Policy	Last Adopted Date	Update	Explanatory Notes
A.	FLBC (Local) – Student Conduct: Prohibited Organizations and Hazing	New Policy	49	<p>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.</p> <p>Additionally, as recommended by the Board, the College staff included the definition of hazing in the policy.</p>
Policy Modifications are reflected as follows:				
Additions: blue font	Deletions: red font with a strikethrough .		Repositioned:	<ul style="list-style-type: none">• Moved From• Moved To

Appendix B

Policy follows in the packet.

Hazing Prohibited	<p>Hazing by students or student organizations, as defined by law, is prohibited even if the person being hazed consents to the hazing.</p> <p>Hazing is any activity expected of someone joining or participating in a group that humiliates, degrades, abuses, or endangers them, regardless of a person's willingness to participate. It includes three key components: 1) it occurs in a context related to joining in or participating in a group, 2) humiliating, degrading, or endangering behavior, and 3) it can happen regardless of an individual's willingness to participate, regardless of consent.</p> <p><i>See Policy FLBC (Legal) for Texas Education Code definition.</i></p>
Reporting Procedures	<p>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.</p>
Student Report	
Employee Report	<p>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.</p>
<i>Exceptions</i>	<p>A report that includes allegations that may constitute discrimination or harassment on the basis of sex shall be submitted in accordance with FFDA.</p> <p>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.</p>
Investigation of the Report	<p>Allegations of hazing shall be investigated under FMA.</p>
Exception	<p>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.</p>
Access to Policy, Procedures, and Related Materials	<p>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.</p>

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.
	This item was presented at the October 14, 2025, Committee Meeting and was deferred to the October 28, 2025, Board Meeting. At the October 28, 2025, Board Meeting, the item was deferred, and no action was taken.
Enclosed Documents	Appendix A – List of Policy Appendix B - Policy
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Todd Nelson, Contracts and Regulatory Resources Officer-Title IX & 504 Coordinator Ben Castillo, South Texas College Legal Counsel
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
B.	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 the applicability of the prohibition on false claims to students.
Policy Modifications are reflected as follows:				
Additions: blue font		Deletions: red font with a strikethrough.		Repositioned: <ul style="list-style-type: none">• Moved From• <u>Moved To</u>

Appendix B

Policies follow in the packet.

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

**Statement of
Nondiscrimination**

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

Discrimination

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

Harassment

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

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

Examples

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

Retaliation

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

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

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

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

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

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

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

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

Name: Todd C. Nelson
Position: Contracts and Regulatory Resources Officer - Title IX and 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 10 College District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

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

**College District
Action**

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

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

Confidentiality

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

Appeal

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

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

Records Retention

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

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

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

Note: This policy addresses complaints of discrimination, harassment, and retaliation based on race, color, national origin, religion, age, or disability targeting 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;
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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.

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

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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
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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.

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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 10 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

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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	<p>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.</p> <p>A person who is alleged to have experienced retaliation may pursue a claim under this policy or policy FFDB, as appropriate.</p>
Examples	Examples of retaliation 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	<p>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]</p> <p>The party may have a right to file a complaint with appropriate state or federal agencies.</p>
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

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Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within **ten** **10** 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

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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.

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	<p>The local board policies reflect the College's internal operations.</p> <p>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.</p> <p>This item was presented at the September 9, 2025, Committee Meeting and was deferred by the Committee Chair to the September 23, 2025 Regular Board Meeting. At the September 23, 2025, Board Meeting, the item was deferred, and no action was taken.</p> <p>This item was presented at the October 14, 2025, Committee Meeting and was deferred by the Committee Chair to the October 28, 2025 Regular Board Meeting. At the October 28, 2025, Board Meeting, the item was deferred, and no action was taken.</p>
Enclosed Documents	Appendix A – List of Policies and Justification Appendix B – Policies Appendix C – Examples of DGBA Policies from other Texas Community Colleges Appendix D – Fee schedules for each campus
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

Item	Policy	Last Adopted Date	Justification
A.	Policy CDC (LOCAL) – Accounting: Audits	5/28/2024	The policy was amended to include a new section to address internal auditor reporting and direction of work.
B.	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.
C.	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.
D.	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.
Policy Modifications are reflected as follows:			
Additions: blue font	Deletions: red font with a strikethrough	Repositioned: <ul style="list-style-type: none">• <u>Moved From</u>• <u>Moved To</u>	

Appendix B

Policies follow in the packet.

The Board shall select an auditing firm for a designated period through a Request for Qualifications (RFQ) and an engagement letter that outlines the Board's expectations for the annual audit and ensures that the audit firm follows the guidelines and standards of the American Institute of Certified Public Accountants (AICPA) and the Governmental Accounting Standards Board (GASB).

The annual audit of all funds shall be made to determine:

1. The adequacy of the Board's fiscal policies;
2. The execution of those fiscal policies; and
3. A check and review of the College District's fiscal actions for the preceding year.

A comprehensive audit report of all funds and accounts of the College District, including a management letter, shall be submitted annually to the Board. A copy of the independent audit shall become a part of the Board's official minutes and shall be available to the public for inspection during regular office hours.

Periodically, the College President shall submit reports to the Board evaluating the work of the College District's auditor.

Internal Audits

The College District shall maintain an Internal Audit Function. The objective of Internal Audit is to provide an independent review and appraisal of accounting, financial, and operations of any activity as a service to the Board. Internal Audit shall have full, free, and unrestricted access to any of the College District's records, property, and personnel relevant to any subject under review. Internal Audit findings shall be reported to the Board. The Internal Audit Function will conform with the International Standards for the Professional Practice of Internal Auditing as promulgated by the Institute of Internal Auditors.

Evaluation of Internal Auditor

The South Texas College Board of Trustees shall meet in executive session to conduct a performance appraisal of the Internal Auditor annually. In reviewing the performance, the Board provides feedback to the Internal Auditor on observed strengths and any areas needing improvement for the upcoming academic year.

The performance appraisal will be retained at the Office of the President upon completion.

The Board shall select an auditing firm for a designated period through a Request for Qualifications (RFQ) and an engagement letter that outlines the Board's expectations for the annual audit and ensures that the audit firm follows the guidelines and standards of the American Institute of Certified Public Accountants (AICPA) and the Governmental Accounting Standards Board (GASB).

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Internal Audits

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Internal Auditor- Reporting and Direction of Work

1. **Employment and Independence.** The Internal Auditor is employed by and functionally reports to the Board of Trustees (the "Board"). The Internal Auditor shall perform work in accordance with the Institute of Internal Auditors' International Standards for the Professional Practice of Internal Auditing and Code of Ethics.
2. **Dual Reporting.** The Internal Auditor reports administratively to the College President for day-to-day matters (e.g., payroll, leave, workspace, procurement) but reports functionally to the Board for all audit matters (e.g., charter, risk assessment, audit plan, scope, results, and performance evaluation).
3. **Direction of Audits.** Audit projects shall be performed pursuant to the Board-approved Annual Internal Audit Plan. Only the Board (or its designated committee) or the College President may direct the Internal Auditor to undertake audits, investigations, or advisory reviews outside the Board-approved plan. Any such direction by the College President shall be reported to the Board (or its committee)

at the next regular meeting (or within five business days, whichever is earlier) for acknowledgment and, if needed, plan/budget adjustment.

4. **Independence From Management Direction.** No officer, employee, or unit—other than the Board or the College President as provided above—may direct, limit, influence, or otherwise interfere with the scope, timing, reporting, or priority of the Internal Auditor's work.
5. **Access and Cooperation.** The Internal Auditor shall have full, free, and unrestricted access to all records, systems, facilities, property, and personnel necessary to perform assigned duties, and all employees shall cooperate fully.
6. **Conflicts of Direction.** If direction provided by the College President conflicts with the Internal Auditor's professional judgment or with Board direction, the Internal Auditor shall promptly notify the Board (or its committee). Board direction prevails on all audit matters.

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Internal Auditor

The South Texas College Board of Trustees shall meet in executive session to conduct a performance appraisal of the Internal Auditor annually. In reviewing the performance, the Board provides feedback to the Internal Auditor on observed strengths and any areas needing improvement for the upcoming academic year.

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The College District shall maintain an Internal Audit Function. The objective of Internal Audit is to provide an independent review and appraisal of accounting, financial, and operations of any activity as a service to the Board. ~~Internal Audit shall have full, free, and unrestricted access to any of the College District's records, property, and personnel relevant to any subject under review. Internal Audit findings shall be reported to the Board. The Internal Audit Function will conform with the International Standards for the Professional Practice of Internal Auditing as promulgated by the Institute of Internal Auditors.~~

Internal Auditor- Reporting and Direction of Work

1. **Employment and Independence.** The Internal Auditor is employed by and functionally reports to the Board of Trustees (the "Board"). The Internal Auditor shall perform work in accordance with the Institute of Internal Auditors' International Standards for the Professional Practice of Internal Auditing and Code of Ethics.
2. **Dual Reporting.** The Internal Auditor reports administratively to the College President for day-to-day matters (e.g., payroll, leave, workspace, procurement) but reports functionally to the Board for all audit matters (e.g., charter, risk assessment, audit plan, scope, results, and performance evaluation).

3. **Direction of Audits.** Audit projects shall be performed pursuant to the Board-approved Annual Internal Audit Plan. Only the Board (or its designated committee) or the College President may direct the Internal Auditor to undertake audits, investigations, or advisory reviews outside the Board-approved plan. Any such direction by the College President shall be reported to the Board (or its committee) at the next regular meeting (or within five business days, whichever is earlier) for acknowledgment and, if needed, plan/budget adjustment.
4. **Independence From Management Direction.** No officer, employee, or unit—other than the Board or the College President as provided above—may direct, limit, influence, or otherwise interfere with the scope, timing, reporting, or priority of the Internal Auditor's work.
5. **Access and Cooperation.** The Internal Auditor shall have full, free, and unrestricted access to all records, systems, facilities, property, and personnel necessary to perform assigned duties, and all employees shall cooperate fully.
6. **Conflicts of Direction.** If direction provided by the College President conflicts with the Internal Auditor's professional judgment or with Board direction, the Internal Auditor shall promptly notify the Board (or its committee). Board direction prevails on all audit matters.

Evaluation of
Internal Auditor

The South Texas College Board of Trustees shall meet in executive session to conduct a performance appraisal of the Internal Auditor annually. In reviewing the performance, the Board provides feedback to the Internal Auditor on observed strengths and any areas needing improvement for the upcoming academic year.

The performance appraisal will be retained at the Office of the President upon completion.

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	<p>The Board encourages employees to discuss their concerns with their supervisor who has the authority to address the concerns.</p> <p>Concerns should be expressed as soon as possible to allow early resolution at the lowest possible supervisory level.</p> <p>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.</p>
Definition	<p>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.</p> <p>In this policy, the terms "complaint" and "grievance" shall have the same meaning.</p>
Notification of Rights	<p>The College District shall inform employees of this policy through appropriate College District publications.</p> <p>The processes described in this policy shall not create new or additional rights beyond those granted by law or other Board policies.</p>
Whistleblower Complaints	Employees shall file whistleblower complaints within the time specified by law. Such complaints shall first be filed in accordance with initiating grievances at Level Two, below. Timelines for the employee and the College District set out in this policy may be shortened to allow the College President to make a final decision within 60 days of the initiation of the complaint. [See DG(LEGAL)]
Other Complaint Processes	<p>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:</p> <ol style="list-style-type: none">1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability). [See DIAA and DIAB]

2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violations of Title VII. [See DIAA and DIAB]
3. Complaints concerning retaliation relating to discrimination and harassment. [See DIAA and DIAB]
4. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CHA]
5. Complaints concerning an employment preference for former foster children. [See DC]
6. Complaints arising from the dismissal of term contract faculty members. [See DMAA]
7. Complaints concerning the nonrenewal or termination of term contract faculty members. [See DMAB]

General Provisions

Filing

Employees shall file grievances and appeals in writing 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.

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

Level One

*Immediate
Supervisor*

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, 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
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.

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.

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.

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	<p>The Board encourages employees to discuss their concerns with the employee's chain of command, starting with the employee's immediate supervisor, who has the authority to address the concerns. Chain of command is defined as an employee's immediate supervisor, and each successive level of leadership up the administrative hierarchy (e.g., manager, director, chair, dean, vice president).</p> <p>Concerns should be expressed as soon as possible to allow for open dialogue and early resolution at the lowest possible supervisory level.</p>
	<p>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.</p>
	<p>Informal resolution does not require the completion of an Employee Complaint Form, nor submission to HR.</p>
Definition	<p>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.</p> <p>In this policy, the terms "complaint" and "grievance" shall have the same meaning.</p>
Notification of Rights	<p>The College District shall inform employees of this policy through appropriate College District publications.</p> <p>The processes described in this policy shall not create new or additional rights beyond those granted by law or other Board policies.</p>
Whistleblower Complaints	<p>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)]</p>
Complaints Against College President or Board Member	<p>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.</p>

The Chair or Vice Chair will undertake a process to resolve the complaint and share the complaint with the rest of the board within 72 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]

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.

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 or Level Three, 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, 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 20 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

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
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.

Level Three

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 Two, 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 Two. The employee shall provide a clear and concise statement detailing the reason(s) why the Level Two 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.

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

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, Level Two, or Level Three 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.

New

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	<p>The Board encourages employees to discuss their concerns with their supervisor the employee's chain of command, starting with the employee's immediate supervisor, who has the authority to address the concerns. Chain of command is defined as an employee's immediate supervisor, and each successive level of leadership up the administrative hierarchy (e.g., manager, director, chair, dean, vice president).</p> <p>Concerns should be expressed as soon as possible to allow for open dialogue and early resolution at the lowest possible supervisory level.</p>
	<p>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.</p> <p>Informal resolution does not require the completion of an Employee Complaint Form, nor submission to HR.</p>
Definition	<p>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.</p> <p>In this policy, the terms "complaint" and "grievance" shall have the same meaning.</p>
Notification of Rights	<p>The College District shall inform employees of this policy through appropriate College District publications.</p> <p>The processes described in this policy shall not create new or additional rights beyond those granted by law or other Board policies.</p>
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 72 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]

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.
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

Level One

*Immediate
Supervisor*

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 **or Level Three**, 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, 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 **1520** 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
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
Level
Three

~~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~~**Two**, 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****Two**. The employee shall provide a clear and concise statement detailing the reason(s) why the Level **One****Two** 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.

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.

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, **or Level Three** 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 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.

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.

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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**

Requests

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.

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:

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.

<i>Nonprofit Use</i>	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.
<i>Emergency Use</i>	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.
<i>Repeated Use</i>	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.
<i>Scheduling</i>	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.
<i>Use Agreement</i>	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.
<i>Fees for Use</i>	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

applicable personnel costs for supervision, custodial services, food services, security, and technology services.

Exception

Fees shall not be charged when College District buildings are used for public meetings sponsored by state or local governmental agencies.

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;

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.

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.

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**

Requests

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.

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:

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.

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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

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.

*Campaign-
Related Use*

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.

*No Approval
Required*

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.

*Written Notice if
Request
Rejected*

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.

Exception

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

applicable personnel costs for supervision, custodial services, food services, security, and technology services.

The Board delegates to the College President or designee the authority to waive the facility use rental fee if the requested use serves an appropriate College District or public purpose.

Exception

Fees shall not be charged when College District buildings are used for public meetings sponsored by state agencies, 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;
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.
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.

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.

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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:

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

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.

*Campaign-
Related Use*

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.

*No Approval
Required*

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.

*Written Notice if
Request
Rejected*

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.

Exception

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

applicable personnel costs for supervision, custodial services, food services, security, and technology services.

The Board delegates to the College President or designee the authority to waive the facility use rental fee if the requested use serves an appropriate College District or public purpose.

Exception

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;
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.
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.

Appendix C - Examples of DGBA Policies from other Texas Community Colleges

College	Complaints Against Supervisor or Board Member Policy Content
Houston Community College	<p>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.</p> <p>The Chair or Vice Chair will undertake a process to resolve the complaint.</p> <p>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.</p> <p>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.</p>
Victoria College	<p>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.</p>

Mid Valley Campus
Facility Rental Fees
For Profit and Non Profit Organizations

Building	Room Capacity	Type of Room	Room #	Hourly Rate	Half Day Rate	Full Day Rate	Deposit
A, B	Outdoor Space	Pavilion		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
C	Outdoor Space	Athletic Courts		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
E	15	Small Conference	1.104	\$ 25.00	\$ 100.00	\$ 200.00	\$ 25.00
F	75-160	Atrium		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
F	Outdoor Space	Breezeway		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
F	20-70	Multi-purpose - Small	154	\$ 37.50	\$ 150.00	\$ 300.00	\$ 37.50
F	70-150	Multi-purpose - Large	1.301	\$ 75.00	\$ 300.00	\$ 600.00	\$ 75.00
G	130-175	Auditorium	191	\$ 100.00	\$ 400.00	\$ 800.00	\$ 100.00
G	15+	Large Conference	288	\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00

- Areas with a capacity range are dependent on the set up.
- Internal departments: Requests scheduled on a Friday or on the weekend may be subject to the services below.
 External entities: Personnel rates will be in addition to the facility rental rate.
 If any event is planned during normal working hours or after hours, these departmental services fees may apply.

Service Fees	Hourly Rate
Custodian	\$ 19.05
Educational Technologies Technician	\$ 19.55
Maintenance Technician	\$ 25.87
Security	\$ 19.05

Nursing and Allied Health Campus

Facility Rental Fees

For Profit and Non Profit Organizations

Building	Room Capacity	Type of Room	Room #	Hourly Rate	Half Day Rate	Full Day Rate	Deposit
	Outdoor Space	Athletic Courts		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
A, B	100-160	Atrium		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
A	5-15	Small Conference	104	\$ 25.00	\$ 100.00	\$ 200.00	\$ 25.00
B	15+	Large Conference	1.305, 3.203	\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
B	70-100	Multi-Purpose - Large	1.307	\$ 75.00	\$ 300.00	\$ 600.00	\$ 75.00

- *Areas with a capacity range are dependent on the set up.*
- Internal departments: Requests scheduled on a Friday or on the weekend may be subject to the services below.
External entities: Personnel rates will be in addition to the facility rental rate.
If any event is planned during normal working hours or after hours, these departmental services fees may apply.

Service Fees	Hourly Rate
Custodian	\$ 19.05
Educational Technologies Technician	\$ 19.55
Maintenance Technician	\$ 25.87
Security	\$ 19.05

Pecan Campus Facility Rental Fees

For Profit and Non Profit Organizations

Building	Room Capacity	Type of Room	Room #	Hourly Rate	Half Day Rate	Full Day Rate	Deposit
A		Atrium		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
D	147	Auditorium	102	\$ 100.00	\$ 400.00	\$ 800.00	\$ 100.00
F	5-15	Small Conference	210	\$ 25.00	\$ 100.00	\$ 200.00	\$ 25.00
H	Outdoor Space	Courtyard		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
H	70-200	Multi-purpose - Large	126, 216	\$ 75.00	\$ 300.00	\$ 600.00	\$ 75.00
P	Outdoor Space	Athletic Courts		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
P	Outdoor Space	Athletic Fields		\$ 75.00	\$ 300.00	\$ 600.00	\$ 75.00
U	15+	Large Conference	2.204	\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
U	70-200	Multi-Purpose Large	2.100, 2.102	\$ 125.00	\$ 500.00	\$ 1,000.00	\$ 125.00
U	288-400	(rooms combined)	2.100, 2.102	\$ 250.00	\$ 1,000.00	\$ 2,000.00	\$ 250.00
U	Outdoor Space	Patio		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00

- *Areas with a capacity range are dependent on the set up.*
- Internal departments: Requests scheduled on a Friday or on the weekend may be subject to the services below.
External entities: Personnel rates will be in addition to the facility rental rate.
If any event is planned during normal working hours or after hours, these departmental services fees may apply.

Service Fees	Hourly Rate
Custodian	\$ 19.05
Educational Technologies Technician	\$ 19.55
Maintenance Technician	\$ 25.87
Security	\$ 19.05

Starr Campus Facility Rental Fees

For Profit and Non Profit Organizations

Building	Room Capacity	Type of Room	Room #	Hourly Rate	Half Day Rate	Full Day Rate	Deposit
D, G	15+	Large Conference	1.116, 1.802A	\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
E	130-175	Auditorium	1.606	\$ 100.00	\$ 400.00	\$ 800.00	\$ 100.00
E, H, J	5-15	Small Conference	2.602, 1.406, 115	\$ 25.00	\$ 100.00	\$ 200.00	\$ 25.00
H, K	40-70	Multi-purpose - Small	1.202, 1.200	\$ 37.50	\$ 150.00	\$ 300.00	\$ 37.50
H, K	70-230	Multi-purpose - Large	1.412, 1.502	\$ 75.00	\$ 300.00	\$ 600.00	\$ 75.00
	Outdoor Space	Amphitheater		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
	Outdoor Space	Athletic courts		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
	Outdoor Space	Athletic fields		\$ 75.00	\$ 300.00	\$ 600.00	\$ 75.00

- *Areas with a capacity range are dependent on the set up.*
- Internal departments: Requests scheduled on a Friday or on the weekend may be subject to the services below.
External entities: Personnel rates will be in addition to the facility rental rate.
If any event is planned during normal working hours or after hours, these departmental services fees may apply.

Service Fees	Hourly Rate
Custodian	\$ 19.05
Educational Technologies Technician	\$ 19.55
Maintenance Technician	\$ 25.87
Security	\$ 19.05

Technology Campus Facility Rental Fees

For Profit and Non Profit Organizations

Building	Room Capacity	Type of Room	Room #	Hourly Rate	Half Day Rate	Full Day Rate	Deposit
B	130	Auditorium	193	\$ 100.00	\$ 400.00	\$ 800.00	\$ 100.00
B, E	100-160	Atrium		\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
B, E	15+	Large Conference	505A, 542, 1.307	\$ 50.00	\$ 200.00	\$ 400.00	\$ 50.00
E	5-15	Small Conference	1.103	\$ 25.00	\$ 100.00	\$ 200.00	\$ 25.00

- *Areas with a capacity range are dependent on the set up.*
- Internal departments: Requests scheduled on a Friday or on the weekend may be subject to the services below.
External entities: Personnel rates will be in addition to the facility rental rate.
If any event is planned during normal working hours or after hours, these departmental services fees may apply.

Service Fees	Hourly Rate
Custodian	\$ 19.05
Educational Technologies Technician	\$ 19.55
Maintenance Technician	\$ 25.87
Security	\$ 19.05

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.

This item was presented at the October 14, 2025, Committee Meeting and was deferred until the October Board Meeting. At the October 28, 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 ACTIVIES

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.

This item was presented at the October 14, 2025, Committee Meeting and was deferred until the October Board Meeting. At the October 28, 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	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 - (QAIIP)							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				
52	Faculty Overloads							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 (CAFR)
Risk Assessment & Audit Plan
Internal Audit Annual Report

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Items	Attached Documents
Rescind Award of Proposal	
1) Purchase and Installation of Parking Lot LED Light Poles and Fixtures – Pecan Campus and Starr County Campus	1) N/A
Purchases	
2) Automotive Instructional Equipment 3) Automotive Training Equipment 4) Compact Desktop Laser System 5) Computers, Laptops, Tablets, and Monitors 6) Maintenance Parts and Lab Supplies 7) Mobile Firefighter Training Device 8) Security Cameras and Accessories a. DAC (Houston, TX) b. Digi Security Systems c. Halifax Security, Inc. d. Superior Alarms 9) Shuttle Bus	2) Summary – Price 3) Summary – Price 4) Summary – Price 5) Summary – Price 6) Summary – Price 7) Summary – Price 8) N/A 9) Summary – Price
Purchase Renewals	
10) Server Software and Hardware Maintenance Support Agreement 11) Virtual Desktop Infrastructure (VDI) VMware Maintenance Agreement	10) Summary – Price 11) Summary – Price
Renewals	
12) Financial Advisor Services a. TRB Capital Markets, LLC/ dba Estrada Hinojosa 13) Moving Services a. Chapa's Moving Express, LLC b. Gateway Printing & Office Supply, Inc. c. Groves Moving & Storage	12) N/A 13) N/A
Interlocal Agreements	
14) State Records Inquiry Access Agreements	14) Summary – Price

SOUTH TEXAS COLLEGE
2. AUTOMOTIVE INSTRUCTIONAL EQUIPMENT

VENDOR			Advance Stores Company Incorporated		
ADDRESS			4200 Six Forks Rd		
CITY/STATE/ZIP			Raleigh, NC 27609		
PHONE			(956) 272-4764		
CONTACT			Raul Martinez		
#	Qty	Description	Unit Price	Extension	
1	2	On-Car Brake Lathe (PCX15-6ADP)	\$ 17,288.09	\$ 34,576.18	
2	2	AC Machine (AC1234-9)	\$ 7,124.99	\$ 14,249.98	
3	2	AC Machine (R134 AC Machine)	\$ 4,844.99	\$ 9,689.98	
4	1	Autel Adas Kit	\$ 43,000.00	\$ 43,000.00	
TOTAL AMOUNT			\$	101,516.14	

SOUTH TEXAS COLLEGE
3. AUTOMOTIVE TRAINING EQUIPMENT

VENDOR			Genuine Parts Company/ dba NAPA Auto Parts		
ADDRESS			3316 W 23rd St		
CITY/STATE/ZIP			McAllen, TX 78501		
PHONE			(956) 217-2363		
CONTACT			Armando Canales		
#	Qty	Description	Unit Price	Extension	
1	2	Tilt Back Tire Changer	\$ 17,595.00	\$ 35,190.00	
2	1	Symmetric Lift 2-Post 12000	\$ 10,099.00	\$ 10,099.00	
3	1	Lifts Electric Vehicle Footpad Kit	\$ 889.00	\$ 889.00	
4	1	Shipping	\$ 3,822.00	\$ 3,822.00	
TOTAL AMOUNT			\$ 50,000.00		

SOUTH TEXAS COLLEGE
4. COMPACT DESKTOP LASER SYSTEM

VENDOR			Technical Laboratory Systems, Inc.	
ADDRESS			PO Box 218609	
CITY/STATE/ZIP			Houston, TX 77218	
PHONE			(800) 445-1088	
CONTACT			Mike Sudduth	
#	Qty	Description	Unit Price	Extension
1	1	Laser System (VLS3.60DT)	\$ 14,874.00	\$ 14,874.00
2	1	Final Focusing Lens Kit (VLS Desktop 2.0)	\$ 433.00	\$ 433.00
3	1	Laser Source (ULR-50)	\$ 11,619.00	\$ 11,619.00
4	1	Power cord (C13, 10 AMP Right Angle UL/CSA)	\$ -	\$ -
5	1	Color Kit, Blue (VLS3)	\$ -	\$ -
6	1	Desktop Lateral Gas Assist Attachment (VLS)	\$ 316.00	\$ 316.00
7	1	Coaxial Gas Assist Attachment (VLS DT 2.0)	\$ 141.00	\$ 141.00
8	1	External Air Compressor for Gas Assist (110V)	\$ 8,105.00	\$ 8,105.00
9	1	Power cord (C13, 10 AMP Right Angle UL/CSA)	\$ -	\$ -
10	1	Pin Table Kit	\$ 1,802.00	\$ 1,802.00
11	1	Flow-Through Cutting Table (VLS3.60DT)	\$ 791.00	\$ 791.00
12	1	Desktop Cylindrical Material Indexer (VL/VLS3)	\$ 2,041.00	\$ 2,041.00
13	1	1-Touch Laser Photo™ Software	\$ 290.00	\$ 290.00
14	1	Collimator Kit (VLS Desktop / VLS6 / PLS6 / ILS)	\$ 1,134.00	\$ 1,134.00
15	1	Direct Import	\$ 1,013.00	\$ 1,013.00
16	1	BOFA Fume Extractor - AD Base 1 Oracle (includes the following: Single hose kit, DeepPleat DUO pre-filter and Combined Filter)	\$ 3,535.00	\$ 3,535.00
17	1	Installation and Orientation	\$ 2,850.00	\$ 2,850.00
18	1	Freight including Insurance	\$ 1,800.00	\$ 1,800.00
TOTAL AMOUNT			\$	50,744.00

SOUTH TEXAS COLLEGE
5. DISTRICT-WIDE TECHNOLOGY REQUEST
November 25, 2025

#	Qty	Description	Unit Price	Extension	Requesting Department
COMPUTERS					
1	113	Dell Pro Tower, Intel Core i5-14500 vPro, 32GB Memory	\$ 898.71	\$ 101,554.23	Arturo Solano - Learning Commons and Open Labs
		512GB Hard Drive, Warranty			Replacement of out-of-warranty systems for student lab
2	7	Dell Micro Plus, Intel Core Ultra 7 265 vPro, 16GB Memory,	\$ 1,160.00	\$ 8,120.00	Lynell Williams - Centers for Learning Excellence
		512GB Hard Drive, Warranty			Replacement of out-of-warranty systems for district-wide student classrooms
3	1	Dell Micro Plus, Intel Core Ultra 7 265, 16GB Memory, 512GB Hard Drive,	\$ 1,270.92	\$ 1,270.92	Jesus Campos - Technology Resource Fund
		Keyboard and Mouse, VESA Mount, Warranty			New system for department staff
		Computers Total:		\$ 110,945.15	
LAPTOPS					
4	1	Dell Pro Laptop Max 16" Plus XCTO Base, Intel Core Ultra 7, 32GB Memory	\$ 2,797.00	\$ 2,797.00	Luis De La Garza - Facility Maintenance
		512GB Hard Drive, Docking Station, Warranty			Replacement of out-of-warranty system for department staff
5	5	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,160.00	\$ 5,800.00	Santa Pena - Counseling and Student Access Services
		256GB Hard Drive, Warranty			New systems for student classroom
6	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,414.06	\$ 1,414.06	Joel Rodriguez - History Program
		256GB Hard Drive, Keyboard and Mouse, Docking Station, Warranty			New system for department faculty
7	11	Dell Pro Laptop Max 16" Plus XCTO Base, Intel Core Ultra 7, 32GB Memory	\$ 2,741.20	\$ 30,153.20	Erika Guerra - Mechatronics Program
		512GB Hard Drive, Warranty			New systems for student lab
8	4	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,414.06	\$ 5,656.24	Mark Murray - Political Science Program
		256GB Hard Drive, Keyboard and Mouse, Docking Station, Warranty			Replacement of out-of-warranty systems for department faculty
9	1	Dell Pro Laptop 14" Pro Max XCTO Base, Intel Core Ultra 7 265H, 16GB Memory,	\$ 2,149.00	\$ 2,149.00	Dr. Rebecca De Leon - Dual Credit Programs
		512GB Hard Drive, Docking Station, Warranty			New system for department staff
10	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,146.20	\$ 1,146.20	Dr. Ruben Flores - Operations Management Bachelor Program
		256GB Hard Drive, Keyboard and Mouse, Docking Station, Warranty			Replacement of out-of-warranty system for department faculty
11	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,401.82	\$ 1,401.82	Aaron Guajardo - Dual Credit Pathways Program
		256GB Hard Drive, Keyboard and Mouse, Docking Station, Warranty			Replacement of out-of-warranty system for department staff
12	2	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,821.20	\$ 3,642.40	Myriam Lopez - Student Accounts and Sponsored Programs
		256GB Hard Drive, Keyboard and Mouse, (4) 24" Monitor, Docking Station, Warranty			New systems for new department staff
13	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,414.06	\$ 1,414.06	Celina Casas - Occupational Therapy Program
		256GB Hard Drive, Keyboard and Mouse, Docking Station, Warranty			Replacement of out-of-warranty system for department faculty
14	2	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,260.70	\$ 2,521.40	Serkan Celtek - Research and Analytical Services
		256GB Hard Drive, (1) Docking Station, Warranty			Replacement of out-of-warranty systems for department staff
15	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,160.00	\$ 1,160.00	Christina Cavazos - Curriculum
		256GB Hard Drive, Warranty			Replacement of out-of-warranty system for department staff
16	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,414.06	\$ 1,414.06	Lynell Williams - Centers for Learning Excellence
		256GB Hard Drive, (1) Docking Station, Warranty			New system for new department staff

SOUTH TEXAS COLLEGE
5. DISTRICT-WIDE TECHNOLOGY REQUEST
November 25, 2025

#	Qty	Description	Unit Price	Extension	Requesting Department
17	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,160.00	\$ 1,160.00	Juan Ramirez - Education Program
		256GB Hard Drive, Warranty			Replacement of out-of-warranty system for department faculty
18	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory,	\$ 1,414.06	\$ 1,414.06	Lynda Lopez - Communication and Creative Services
		256GB Hard Drive, Docking Station, Warranty			Replacement of out-of-warranty system for department staff
		Laptops Total:		\$ 63,243.50	
TABLETS					
19	1	Apple iPad Wi-Fi 128GB - Silver	\$ 408.00	\$ 408.00	Lazaro Barroso - College Connections
		3-Year Apple Care			New system for student sign-in
		Tablets Total:		\$ 408.00	
MONITORS					
20	40	Dell 22" P2225H Monitor	\$ 135.00	\$ 5,400.00	Arturo Solano - Learning Commons and Open Labs
		3-Year Warranty			Replacement of out-of-warranty monitors for student lab
		Monitors Total:		\$ 5,400.00	
		Computers, Laptops, Tablets, and Monitors Total Amount:		\$ 179,996.65	

SOUTH TEXAS COLLEGE
6. MAINTENANCE PARTS AND LAB SUPPLIES

VENDOR		Harbor Freight Tools USA, Inc.		Lowe's Companies, Inc.		
ADDRESS		PO Box 121908		PO BOX 669821		
CITY/STATE/ZIP		Dallas, TX 75312		Dallas, TX 75266		
PHONE		(800) 444-3353		(956) 783-7598		
CONTACT		John Householter		Ambro Maldonado		
Period: 09/01/2025 - 08/31/2026						
#	Qty	Description	Unit Price	Extension	Unit Price	Extension
1	1	Maintenance Parts and Lab Supplies	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
SUBTOTAL AMOUNT			\$ 40,000.00		\$ 40,000.00	
TOTAL AMOUNT						\$ 80,000.00

SOUTH TEXAS COLLEGE
7. MOBILE FIREFIGHTER TRAINING DEVICE

VENDOR			Taylor'd Systems, LLC	
ADDRESS			12802 E Indiana Ave	
CITY/STATE/ZIP			Spokane Valley, WA 99216	
PHONE			(509) 919-2527	
CONTACT			Emily Ridnour	
#	Qty	Description	Unit Price	Extension
1	1	Taylor'd Prop - Series 12 Includes: Forcible entry doors (inner and outer swing) Adjustable Pitch Roof Ground Level Window (rebar, sash, and ventilation) 2nd Story Bailout Window Wall Breach and Garage Door Simulation Receivers 30" x 30" Man Hatch Confined Space and Entanglement Safety Rails and Chains Wheel Set and Manual Crank Jack Ladder to 2nd Story Exterior and Accessories Power Coated Floors Coated with Anti-Slip Coating Custom Department Badge Decal Storage Box for Prop Components and Assembly Basic Tool Kit	\$ 59,850.00	\$ 59,850.00
2	1	Tru Blue IQ Prop Attachment	\$ 3,925.00	\$ 3,925.00
3	1	WES Window Insert	\$ 975.00	\$ 975.00
4	1	Delivery	\$ 4,000.00	\$ 4,000.00
TOTAL AMOUNT			\$ 68,750.00	

SOUTH TEXAS COLLEGE
9. SHUTTLE BUS

VENDOR			Model 1 Commercial Vehicles, Inc.	
ADDRESS			9225 Priority Way West Dr Ste 300	
CITY/STATE/ZIP			Indianapolis, IN 46240	
PHONE			(512) 202-2920	
CONTACT			Jeff Johnson	
#	Qty	Description	Unit Price	Extension
1	1	2024 Allstar 14 Passenger Seating with 2 Wheelchair Areas	\$ 132,558.20	\$ 132,558.20
2	1	HGAC Order Processing Fee	\$ 600.00	\$ 600.00
3	1	Transport Fee	\$ 1,900.00	\$ 1,900.00
TOTAL AMOUNT			\$ 135,058.20	

SOUTH TEXAS COLLEGE

10. SERVER SOFTWARE AND HARDWARE MAINTENANCE SUPPORT AGREEMENT

VENDOR		Netsync Network Solutions		
ADDRESS		2500 West Loop South Ste 410/510		
CITY/STATE/ZIP		Houston, TX 77027		
PHONE		(956) 340-2126		
CONTACT		Xavier Trevino		
Period: 09/01/2025 - 08/31/2026				
#	Qty	Description	Unit Price	Extension
1	1	VxRail VDI and Test Environment Includes: ProSupport Software Support-Maintenance ProSupport 4-Hour 7x24 Technical Support and Assistance ProSupport 4-Hour 7x24 Onsite Service	\$ 26,216.58	\$ 26,216.58
2	1	IDPA Includes: ProSupport Plus 4HR/MC Hardware Support ProSupport Plus MC Software Support Post Standard Support EXT W/4HR HW	\$ 32,328.62	\$ 32,328.62
3	1	VxRail DR/TJC and Test Environment Includes: ProSupport Plus 4HR/MC SW Supp VXRL ProSupport Plus HW Supp ELA/TLA VXRL ProSupport Plus MC Software Support	\$ 59,604.12	\$ 59,604.12
TOTAL AMOUNT		\$ 118,149.32		

SOUTH TEXAS COLLEGE
11. VIRTUAL DESKTOP INFRASTRUCTURE (VDI) VMWARE
MAINTENANCE AGREEMENT

VENDOR		Netsync Network Solutions		
ADDRESS		2500 West Loop South Ste 410/510		
CITY/STATE/ZIP		Houston, TX 77027		
PHONE		(956) 340-2126		
CONTACT		Xavier Trevino		
#	Qty	Description	Unit Price	Extension
Year 1 Period: 10/25/2025 - 10/24/2026				
1	752	VMware Cloud Foundation	\$ 222.48	\$ 167,304.96
Year 1 Total:				\$ 167,304.96
Year 2 Period: 10/25/2026 - 10/24/2027				
2	752	VMware Cloud Foundation	\$ 222.48	\$ 167,304.96
Year 2 Total:				\$ 167,304.96
Year 3 Period: 10/25/2027 - 10/24/2028				
3	752	VMware Cloud Foundation	\$ 222.48	\$ 167,304.96
Year 3 Total:				\$ 167,304.96
TOTAL AMOUNT				\$ 501,914.88

SOUTH TEXAS COLLEGE
14. STATE RECORDS INQUIRY ACCESS AGREEMENTS

VENDOR		Texas Health and Human Services	Texas Department of Motor Vehicles (DMV)	Texas Department of Public Safety (DPS)				
ADDRESS		P.O. Box 149030	P.O. Box 12098	P.O. Box 4087				
CITY/STATE/ZIP		Austin, TX 78714	Austin, TX 78711	Austin, TX 78773				
PHONE		(512) 438-4433	(512) 465-1468	(512) 424-7813				
CONTACT		Melissa Loe	Daniel Avitia	Lorinda Eccles				
Period: 01/01/2026 - 12/31/2026								
#	Qty	Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	1	State Records Inquiry Access	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00
SUBTOTAL AMOUNT		\$ 500.00		\$ 5,000.00		\$ 12,000.00		
TOTAL AMOUNT					\$ 17,500.00			