

South Texas College
Board of Trustees
Finance, Audit, and Human Resources Committee
Ann Richards Administration Building Board Room
Pecan Campus, McAllen, Texas
Tuesday, February 10, 2026 @ 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 January 13, 2026 Finance, Audit, and Human Resources Committee Minutes..... 1-19
- II. Discussion and Action as Necessary on Monte Cristo Phase II Windpower, LLC (Terra-Gen Development Company, LLC) Tax Abatement Agreement and Adoption of Resolution 2026-008..... 20-65
- III. Discussion and Action as Necessary on Resolution 2026-012 for Monte Alto Windpower, LLC and Monte Alto Windpower, LLC – Phase II (Terra-Gen Development Company LLC)..... 66-105
- IV. Review and Action as Necessary on Award and Rejection of Proposals, and Approval of Purchases, Purchase Renewals, and Renewals..... 106-127
 - Award of Proposals
 - 1) Half-Ton Pick-Up Truck
 - 2) Mid Valley Campus Building H - Classroom Audiovisual Equipment and Installation
 - 3) Technology Campus Building B and Starr County Campus Building C - Analog-to-Digital Audiovisual Upgrade
 - Rejection of Proposals
 - 4) Delinquent Tax Collection Services
 - 5) Primary Bank Depository Services
 - Purchases
 - 6) Computers, Laptops, and Tablets
 - 7) Food and Related Non-Food Products
 - 8) Furniture
 - 9) Graduation Facility Lease Agreement
 - 10) Law Enforcement Vehicle
 - 11) Equipment and Accessories for Law Enforcement Vehicles

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	13) Server Software Maintenance and Support Agreement	
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	15) Online Continuing Education Services	
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	B. Revise FLA (Local) – Student Rights and Responsibilities: Student Expression and Use of College Facilities	
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	E. Revise BD (Local) – Board Meetings	

- F. Adopt CL (Local) – Facilities Planning
- G. Revise CM (Local) – Facilities Construction
- H. Revise CS (Local) – Information Security
- I. Revise DC (Local) – Employment Practices
- J. Revise DH (Local) – Employee Standards of Conduct
- K. Revise DHB (Local) – Employee Standards of Conduct: Child Abuse and Neglect Reporting
- L. Adopt DJA (Local) – Assignment, Work Load, and Schedules: Telework
- M. Revise DM (Local) – Termination of Employment
- N. Revise EGA (Local) – Academic Achievement: Grading and Credit
- O. Revise FB (Local) – Admissions
- P. Revise FLB (Local) – Student Rights and Responsibilities: Student Conduct
- Q. Revise FLBE (Local) – Student Conduct: Alcohol and Drug Use
- R. Revise FLD (Local) – Student Rights and Responsibilities: Student Complaints
- S. Revise GB (Local) – Public Complaints and Hearings

Supporting Documentation.....461-478

Approval of January 13, 2026 Finance, Audit, and Human Resources Committee Minutes

Purpose

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of January 13, 2026, 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
January 13, 2026 @ 5:00 p.m.**

Minutes

The Finance, Audit, and Human Resources Committee Meeting was held on Tuesday, January 13, 2026 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 5:00 p.m. with Mr. Paul Rodriguez presiding. Chair, Ms. Dalinda Gonzalez-Alcantar arrived at 5:03 p.m. to preside over the meeting.

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

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

Members absent: None

Also present: Dr. Ricardo J. Solis, Ms. Mary Del Paz, Dr. Jesus Campos, Dr. Anahid Petrosian, Ms. Myriam Lopez, Ms. Deyadira Leal, Ms. Alicia Correa, Ms. Myriam Lopez, Ms. Claudia Olivares, Mr. Andrew Fish, Mr. George McCaleb, Dr. Brett Millan, Mr. Joe Vela, Dr. Rodney Rodriguez, Dr. Matt Hebbard, Dr. Margo Vargas Ayala, Chief Ruben Suarez, Ms. Lynda Lopez, Mr. Jorge Sanchez, Dr. Rebecca De Leon, Mr. Lucio Gonzalez, Ms. Oliva Gomez, Ms. Myra De La Garza, Ms. Carla Rodriguez, Ms. Sergio Riojas, Mr. Rick De La Garza, Mr. Eddie Romero, Mr. Leonel Garcia, Mr. Juan Rabanales, Mr. Frank Jason Gutierrez, Ms. Ruby Munoz, Ms. Annel Perez, Mr. Stephen Crum, Mr. Chad Young, Ms. Carla Gomez, Ms. Marcela Beas, Ms. Julissa Canales, Dr. Marcos Silva, Mr. Luis De La Garza, Mr. Mark Goulet via teleconference, and Ms. Venisa Earhart.

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

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of November 11, 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 November 11, 2025 Committee Meeting as presented.

Presentation on Status of Fiscal Year 2025 Financial Audit

Purpose	Ms. Esmeralda Yniguez and staff from Carr, Riggs & Ingram, LLC will review the results of the Annual Comprehensive Financial Report for the Fiscal Years Ended August 31, 2025 and 2024 with the Committee and will respond to any questions on the audit.
Justification	To demonstrate the College's dedication to transparency, accountability, and informed governance, the final Fiscal Year 2025 financial audit will be presented at the Board meeting on January 27, 2026.
Enclosed Documents	Draft of the Annual Comprehensive Financial Report for the Fiscal Years Ended August 31, 2025 and 2024 is included under separate cover.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Myriam Lopez, Associate Vice President - Finance and Management
Recommendation	No action was required from the Committee. This item was presented for information purposes.

Mr. Chad Young and Ms. Carla Gomez presented this item to the Committee.

Presentation on South Texas College Foundation Annual Report

Purpose The Executive Director of External Affairs and Foundation is presenting the South Texas College Foundation annual report.

Justification To comply with the Memorandum of Understanding (MOU) requirements, outlined in item number 13, Annual Reports by Foundation, which states the following:

Within a reasonable time following the end of its fiscal year, the Foundation shall provide an annual report of its revenue and activities to the College Board of Trustees of the College. Once per year, the Foundation shall provide a report of its activities at a public meeting of the College Board of Trustees. The Foundation shall provide a copy of its annual Form 990 (not including Schedule B to Form 990) to the College within thirty (30) days of filing the Form 990 with the Internal Revenue Service.

The annual report presented is based on major activities, funding opportunities, and the financial reports for Fiscal Year 2024 – 2025.

Enclosed Documents Appendix A – Presentation on STC Foundation Annual Report
Appendix B – Completed Tax Form 990 for FY 2024
Appendix C – 3rd Annual Gala Budget and Income
Appendix D – Fiscal Year 2025 and 2026 Financial Reports

Funding No funds are required.

Staff Resource Dr. Marcos Silva, Executive Director of External Affairs and Foundation
Marcela Beas, Interim Director of Foundation
Julissa Rodriguez-Canales, STCF Accountant II

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

Dr. Marcos Silva presented this item to the Committee.

Review and Action as Necessary on Award and Rejection of Proposals, and Approval of Purchases, Purchase Renewal, and Purchase and Trade-In

Purpose and Justification – Administration requested the Committee recommend Board approval of the following Award and Rejection of Proposals, and Approval of Purchases, Purchase Renewal, and Purchase and Trade-In at a total cost of \$1,742,484.18.

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

Upon a motion by Mr. Paul Rodriguez and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval Award and Rejection of Proposals, and Approval of Purchases, Purchase Renewal, and Purchase and Trade-In at a total cost of \$1,742,484.18, as listed below.

The motion carried.

Recommendation: It is requested that the Committee recommend for Board approval of the award and rejection of proposals, and approval of purchases, purchase renewal, and purchase and trade-in at a total cost of \$1,742,484.18, as listed below:

Award of Proposal

- 1) Chemical Waste Disposal Services:** award the proposals for Chemical Waste Disposal Services to **Terrabella Environmental Services** (Leming, TX) for the period beginning January 28, 2026 through January 29, 2027 with two one-year options to renew, at an estimated total amount of \$60,000.00;

Rejection of Proposals

- 2) High-Pressure Air Compressor for Fire Science Training Program:** reject the one (1) proposal received for the High-Pressure Air Compressor for Fire Science Program;
- 3) One (1) Ton Pickup Truck for Fire Science Program:** reject the four (4) proposals received for the One (1) Ton Pickup Truck for Fire Science Program;

Purchases

- 4) Birthing Simulator Manikin (Grant Funded):** purchase a birthing simulator manikin from **Gaumard Scientific Co. Inc.** (Miami, FL), a Texas Association of School Boards – Buyboard approved vendor, at a total amount of \$93,938.00;
- 5) Building Automation System Upgrade:** purchase a building automation system upgrade from **Siemens Industry, Inc.** (San Antonio, TX), a Sourcewell Purchasing Cooperative approved vendor, at a total amount of \$997,750.00;
- 6) Furniture:** purchase furniture from the vendors listed in Appendix A at a total amount of \$92,538.54;

APPENDIX A

Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Gateway Printing and Office Supply, Inc. (Edinburg, TX)	OMNIA Partners and The Interlocal Purchasing System	\$21,498.13
Indeco Sales, Inc. (Belton, TX)	Sourcewell	\$65,730.41
Wenger Corporation (Owatonna, MN)	Texas Association of School Boards – Buyboard	\$5,310.00
Total Amount:		\$92,538.54

- 7) **Laser Cutter Table (Grant Funded):** purchase a laser cutter table from **Lab Resources, Inc.** (Tomball, TX), a Texas Association of School Boards – Buyboard approved vendor, at a total amount of \$162,998.00;
- 8) **Network Equipment and Parts:** purchase network equipment and parts from **CXtec, Inc.** (Syracuse, NY), The Interlocal Purchasing System (TIPS) approved vendor for the period beginning September 1, 2025 through August 31, 2026, at an estimated total amount of \$150,000.00;
- 9) **Plumbing Training Systems (Grant Funded):** purchase plumbing training systems from **Toolkit Technologies, Inc.** (Austin, TX), The Interlocal Purchasing System (TIPS) approved vendor, at a total amount of \$52,950.00;

Purchase Renewal

- 10) **Red Hat Licenses Maintenance and Support Agreement:** renew the Red Hat licenses maintenance and support agreement with **Netsync Network Solutions** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning February 10, 2026 through February 9, 2027, at a total amount of \$87,224.64;

Purchase and Trade-In

- 11) **Portable Planetarium System:** purchase a portable planetarium system from **Digitalis Education Solutions, Inc.** (Bremerton, WA), a sole-source vendor, at a total amount of \$45,085.00. Also requested is the approval to trade in the existing planetarium (College Asset No. BA-10001637) and to remove the Asset from the College's inventory and general ledger.

Review and Action as Necessary on Purchase of TEXSISS Application for Workday Student Implementation

Purpose	To purchase TEXSISS Application for Workday Student Implementation from SaaS Implementation and Support LLC (dba SISSCORP) (new) (McKinney, TX), The Interlocal Purchasing System (TIPS) approved vendor.
Justification	TEXSISS is a Texas-specific application designed to extend Workday Student functionality and ensure compliance with Texas Education Code and Texas Administrative Code reporting requirements. It supports all mandatory Texas Higher Education Coordinating Board (THECB) reporting, including CBM reports, Texas Success Initiative (TSI), formula funding, state financial aid reporting, and other statutory obligations. By integrating seamlessly within the Workday environment and leveraging existing Workday Student data and security, TEXSISS eliminates manual reporting processes and reduces reliance on external systems. This approach minimizes compliance risks, prevents costly errors, and ensures timely, accurate submissions to state agencies. TEXSISS streamlines workflows, improves efficiency, and safeguards institutional reputation and funding, providing a secure and future-ready solution for compliance and operational success.
Funding	The funding source for this expenditure is budgeted in the Workday Student budget for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Staff Resource	Dr. Matthew S. Hebbard, Vice President for Student Affairs and Enrollment Management Mary Del Paz, Vice President for Finance and Administrative Services Cynthia Blanco, Dean of Enrollment Systems and Registrar
Recommendation	The Committee recommended Board approval to purchase TEXSISS Application for Workday Student Implementation from SaaS Implementation and Support LLC (dba SISSCORP) (new) (McKinney, TX), The Interlocal Purchasing System (TIPS) approved vendor for the period beginning February 1, 2026 through August 31, 2030, at a total amount of \$844,707.93, with the first payment of \$74,620.93, the second payment of \$125,363.00, the third payment of \$179,090.00, the fourth payment of \$232,817.00, and fifth and final payment of \$232,817.00.

Upon a motion Mr. Paul Rodriguez and a second by Ms. Dalinda Gonzalez-Alcantar The Committee recommended Board approval to purchase TEXSISS Application for Workday Student Implementation from **SaaS Implementation and Support LLC (dba SISSCORP)** (new) (McKinney, TX), The Interlocal Purchasing System (TIPS) approved vendor for the period beginning February 1, 2026 through August 31, 2030, at a total amount of \$844,707.93, with the first payment of \$74,620.93, the second payment of \$125,363.00, the third payment of \$179,090.00, the fourth payment of \$232,817.00, and fifth and final payment of \$232,817.00.

The motion carried.

Review and Recommend Action on Legal Services Agreement with Law Office of Javier Villalobos, P.C.

Purpose	To approve the legal services agreement with the Law Office of Javier Villalobos, P.C. (McAllen, TX).
Justification	To include the flat fee and the scope of services in the agreement. On June 8, 2021, the Board of Trustees awarded a contract to the Law Office of Javier Villalobos, P.C., to serve as the College's legal counsel. On June 24, 2025, the Board of Trustees approved to modify the payment terms of the contract from an hourly rate to a fixed monthly retainer fee of \$5,000.00, effective July 1, 2025.
Funding	Funds for this expenditure are budgeted in the Legal Services budget for FY 2025 – 2026.
Enclosed Documents	Appendix A – Agreement for Legal Services Appendix B – Policy BCC Board Internal Organization: Attorney
Staff Resource	Dr. Ricardo J. Solis, President Mary Del Paz, Vice President for Finance and Administrative Services
Recommendation	The Committee recommended Board approval of legal services agreement with Law Office of Javier Villalobos, P.C. (McAllen, TX).

Upon a motion by Mr. Paul Rodriguez and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval of legal services agreement with Law Office of Javier Villalobos, P.C. (McAllen, TX).

Mr. Rodriguez stated that he suggests that the College “go out for RFQs for this item and the next.”

The motion carried.

Review and Recommend Action on Legal Services Agreement with O’Hanlon, Demerath & Castillo

Purpose	Approval of legal services agreement with O’Hanlon, Demerath & Castillo (Austin, TX).
Justification	The firm will provide support for institutional operations and ensure compliance with all applicable laws and regulations. Responsibilities include reviewing and negotiating contracts, assisting with the development and implementation of policies, advising on risk management and liability matters, and offering guidance on employment, labor, and student-related legal issues. These services are essential to safeguard the College’s interests and maintain compliance with federal, state, and local requirements. On June 24, 2024, the President approved a contract with O’Hanlon, Demerath & Castillo, as allowed by Policy BCC, with an initial term of six (6) months and automatic renewals for successive six (6) month periods. The contract is now presented for Board approval to provide advice and representation until terminated by either party by providing thirty (30) days advance written notice to the other party.
Funding	Funds for this expenditure are budgeted in the Legal Services budget for FY 2025 – 2026.
Enclosed Documents	Appendix A – Agreement for Legal Services Appendix B – Policy BCC Board Internal Organization: Attorney
Staff Resource	Dr. Ricardo J. Solis, President Mary Del Paz, Vice President for Finance and Administrative Services
Recommendation	The Committee recommends Board approval of legal services agreement with O’Hanlon, Demerath & Castillo (Austin, TX).

Mr. Paul Rodriguez asked that this item be deferred until the January Board Meeting. Item was deferred by Chair, Ms. Gonzalez-Alcantar.

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 proposed budget amendment increases the Unrestricted Fund revenues and expenditures by \$3,195,000 to provide additional funding for the Workday ERP system in FY 2026. This amount reflects the remaining balance of the project's allocated budget to the Finance and Human Capital Management ERP implementation that was not utilized in prior fiscal years. The total Workday ERP budget remains unchanged. The additional funding will be used by the Business Office and Human Resources staff for staff training, conferences, PTG advisory services, new functionalities, contingency funding, and building custom applications that extend the capabilities of Workday to meet the college's business needs.
Enclosed Documents	Appendix A – Budget Summary Appendix B – Presentation
Funding	The proposed additional funding for the Workday ERP system will be funded from the Unrestricted Fund Balance Designation for the ERP System.
Staff Resource	Mary del Paz, Vice President for Finance and Administrative Services Myriam Lopez, Associate Vice-President-Finance and Management
Recommendation	The Committee recommended Board approval of the proposed budget amendment for FY 2025 – 2026, as presented.

Upon a motion by Mr. Paul Rodriguez and a second by Mr. Danny Guzman the Committee recommended Board approval of the proposed budget amendment for FY 2025 – 2026, as presented.

The motion carried.

Discussion and Action as Necessary on Increasing Vacation and Sick Leave Accruals

Purpose To align the number of hours granted for monthly vacation and sick leave accruals with the majority of the number of working hours in the College workweek, which is 9 hours.

Justification The increase in monthly leave accrual is an employee benefit aimed at enhancing job satisfaction, boosting morale, and improving retention, and is proposed to take effect on September 1, 2026.

The number of hours granted for monthly vacation and sick leave accrual, will increase from 8 hours to 9 hours. The vacation accrual tiers will be adjusted accordingly. The maximum vacation carry over, from one fiscal year to the next will increase from 96 hours to 108 hours.

Vacation Leave Proposed Hours

Vacation Tiers	Current	Proposed	Difference
Under 5 Years	8.00	9.00	1.00
5 Years	10.00	11.25	1.25
10 Years	12.00	13.50	1.50
15 Years	14.00	15.75	1.75
20+ Years	16.00	18.00	2.00

Sick Leave Proposed Hours

	Current	Proposed	Difference
Sick Leave	8	9	1

Projected Maximum Vacation Leave and Sick Leave Payouts and Liabilities Based on Hourly Rate

Maximum Payout / Liability	Current Cost	Proposed Cost	Projected Increase
Maximum Vacation Payout	\$7,430,164	\$8,358,934	\$928,770
Maximum Vacation Liability	2,455,286	2,500,339	45,053
Maximum Sick Payout	1,417,057	1,467,906	50,849
Maximum Sick Liability	\$1,984,559	\$2,051,597	\$67,037

Enclosed Documents Appendix A – PowerPoint

Funding No funding is required. Additional hours will be available for employees to use for vacation and sick leave.

Staff Resource Mary Del Paz, Vice President for Finance and Administrative Services
Myriam Lopez, Associate Vice-President-Finance and Management
Alicia Correa, Director Benefits and Compensation Human Resources

Recommendation The Committee recommended Board approval of the Increasing Vacation and Sick Leave Accruals, as presented.

Upon a motion by Mr. Paul Rodriguez and a second by Mr. Danny Guzman the Committee recommended Board approval of the Increasing Vacation and Sick Leave Accruals, as presented.

Mr. Guzman did not agree with the way the hours are accruing.

The motion carried.

Discussion and Action as Necessary on Voluntary Early Retirement Program

Purpose To review and discuss the Voluntary Early Retirement for Fiscal Year 2026.

Justification **Purpose:**

Administration is proposing to implement a Voluntary Early Retirement Program (VERP) for eligible employees as of August 2026 as a strategic initiative to recognize and honor the long-standing contributions of employees. This approach not only provides a dignified and supportive transition for those who may be ready to explore retirement, but also creates opportunities to realign organizational resources, to promote succession planning, and to reduce costs.

The VERP will balance operational efficiency with compassion, ensuring that our valued employees can retire with confidence and appreciation for their service.

Eligibility:

To qualify for the VERP, employees must meet the following criteria as of August 31, 2026:

- Full-time equivalent (FTE) regular position
- Total combined age and years of service must equal at least 80
- Minimum of 25 years of service with South Texas College
- Minimum age of 55

Highlights:

- Youngest qualifying employee is 55 years old with 26 years of service
- Oldest qualifying employee is 78 years old with 27 years of service
- Annual Rehire Savings (at 75%): \$1,680,114
- Annual Benefits Savings: \$436,830
- All qualifying employees are retirement eligible
- Breakeven Year – Tiers: 2 years and 0.5 months (by FY2029)
- Breakeven Year – Flat 75%: 2 years and 4 months (by FY2029)

Payout Cost

	Employee Count		Option 1		Option 2	
			50% / 75% / 100% Tier Payout Highlights		75% Payout Highlights	
Faculty	44	57.9%	\$2,380,543	54.2%	\$2,758,944	56.9%
Staff- Admin	10	13.2%	1,078,750	24.6%	1,087,633	19.2%
Staff- Non Admin	22	28.9%	932,619	21.2%	1,193,765	23.9%
Total Count/Payout	76	100%	\$4,391,913	100%	\$5,040,342	100%
Cost Break Even Month/ Year			September 2029		April 2029	

The tiers of payout, depending on total of age and service are as follows:

- 50% Payout: 80-89 (Age + Service)
- 75% Payout: 90-99 (Age + Service)
- 100% Payout: 100 and above (Age + Service)

Options to Pay

Payment Date	Option 1	Option 2	Option 3
August 31, 2026	100%	50%	N/A
Mid-January 2027	N/A	50%	100%

Enclosed Documents

Appendix A – PowerPoint

Funding

Proposed funding for this expenditure from the Unrestricted Fund Balance.

Staff Resource

Mary Del Paz, Vice President for Finance and Administrative Services
Myriam Lopez, Associate Vice-President-Finance and Management

Recommendation

The Committee recommended Board approval of the Voluntary Early Retirement Program, as presented.

Upon a motion by Mr. Danny Guzman and a second by Ms. Dalinda Gonzalez-Alcantar
The Committee recommended Board approval of the Voluntary Early Retirement Program, as presented.

The motion carried.

Update and Discussion on Organizational Culture Climate Survey

Purpose To provide an update regarding the vendor to conduct the fiscal year 2026 organizational 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. On November 11, 2025, Administration presented an update to the Board of Trustees to request guidance and feedback regarding the focus, themes, and questions to be included in the climate survey.

Administration is providing an update to the Board of Trustees regarding the vendor identified to administer the employee climate survey.

College staff contacted multiple vendors that administer employee surveys and performed a comprehensive review of their services and associated costs.

People Element has been selected to conduct the climate survey for the College in Fiscal Year 2026, as the vendor best aligns with the College's objectives.

People Element was selected based on the following services:

- Survey customization.
- Actionable next steps for success and strategies to maximize organizational value.
- Reporting and comprehensive analytical dashboards.
- Hands-on guidance across all phases of the process.
- Anonymity and confidentiality of survey respondents.

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.

This item was deferred until the January Board meeting.

Review and Recommend Action to Approve Designated Limited Public Forums in Response to Texas Senate Bill 2972

Purpose	Administration requests that the Committee recommend to the Board the proposed Designated Limited Public Forum locations in response to Texas Senate Bill 2972.
Justification	A part of the 89th Texas Legislature and pursuant to Senate Bill 2972 requires institutions of higher education to designate areas on campus as public forums. S.B. 2972 authorizes the governing board of a public institution of higher education to designate the areas on the institution's campus that are public forums, consistent with the First Amendment to the U.S. Constitution and the Texas Constitution. The proposed designated limited public forum locations are intended for students enrolled at and employees of the college to assemble or distribute written material. These designated limited outdoor areas include the following locations: • Flagpole locations at all campuses The designated limited indoor areas for written material include the following: • Bulletin Boards located in common areas and in hallways in each building district-wide, unless otherwise designated as limited to a specific purpose.
Enclosed Documents	Appendix A - Texas Senate Bill 2972
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services George McCaleb, Executive Director for Facilities Operations and Maintenance
Recommendation	The Committee recommended Board approval of the proposed Designated Limited Public Forum locations in response to Texas Senate Bill 2972, as presented.

Upon a motion by Mr. Danny Guzman and a second by Ms. Dalinda Gonzalez-Alcantar The Committee recommended Board approval of the proposed Designated Limited Public Forum locations in response to Texas Senate Bill 2972, as presented .

The motion carried.

Update 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 was necessary on this item.

This item was deferred by the Committee Chair.

Update and Discussion of Executive Leadership Succession Plan

Purpose	Dr. Ricardo J. Solis, President, will discuss the Executive Leadership Succession Plan with the Committee for review and discussion.
Justification	As part of the College President's strategic objectives established in November 2024, Chairman Dr. Alejo Salinas, Jr. requested a discussion with the President regarding the leadership succession strategy. A succession plan for South Texas College is essential to ensure continuity, stability, and long-term success in leadership and critical roles. The College must adapt to changing educational needs, having a clear strategy for identifying and developing future leaders minimizes disruptions caused by retirements, resignations, or unexpected vacancies. It helps preserve institutional knowledge, maintain operational efficiency, and align leadership transitions with the college's strategic goals. Additionally, a well-structured succession plan fosters employee development, boosts morale, strengthens organizational resilience, maintains accreditation confidence, and reduces operational and financial disruption, ensuring that South Texas College remains prepared to meet challenges and sustain its mission of serving students and the community effectively.
Enclosed Documents	Appendix A – Executive Leadership Succession Plan Appendix B – Presentation
Funding	No funds are required.
Staff Resource	Dr. Ricardo J. Solis, College President
Recommendation	No action was required from the Committee. This item was presented for information and feedback purposes only.

No action was required on this item.

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 6:45 p.m.

I certify that the foregoing are the true and correct Minutes of the January 13, 2026 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 on Monte Cristo Phase II Windpower, LLC
(Terra-Gen Development Company, LLC) Tax Abatement Agreement and Adoption
of Resolution 2026-008**

Purpose To approve the Monte Cristo Phase II Windpower, LLC (Terra-Gen Development Company, LLC) Tax Abatement Agreement and adoption of Resolution 2026-008.

A public hearing will be held on February 24, 2026, and proper notice will be provided at least 30 days prior to Board approval, which is schedule in accordance with Tax Code Chapter 312.

Justification Terra-Gen Development Company, LLC submitted an application for tax abatement for a wind-powered electric generation facility in Hidalgo County, approved by the Board on November 25, 2025.

The application for Monte Cristo II Windpower, LLC includes:

- A 50% tax abatement for the duration of the agreement;
- Construction to begin no later than December 31, 2027;
- An estimated project value of \$223,388,000;
- Approximately 53-62 wind turbines, each with a capacity of 3.X-4.X MW;
- A \$40,000 scholarship paid at commencement of construction;
- \$10,000 annual PILOT payments for 10 years (total \$100,000).

Property Tax Code Chapter 312 authorizes a taxing unit to enter into a tax abatement agreement in order to offer a temporary real property and/or tangible personal property tax abatement for a limited period of time as an inducement for financial investment in the development or redevelopment of certain taxable property.

Enclosed Documents Appendix A – PowerPoint Presentation
Appendix B – Resolution 2026-008
Appendix C – Proposed Tax Abatement Agreement

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 approve the Monte Cristo Phase II Windpower, LLC (Terra-Gen Development Company, LLC) tax abatement agreement and the adoption of Resolution 2026-008.



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
- Its expected to include between 53 to 62 wind turbines each ranging from 3.x and 4.x MW turbines from a tier 1 manufacturer
- Proposed wind power generation facility, comprised of approximately 236 megawatts ("MW")

Monte Cristo Windpower II

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



Questions?

Resolution No. 2026-008

A RESOLUTION OF THE BOARD OF TRUSTEES OF SOUTH TEXAS
COLLEGE APPROVING A CHAPTER 312 TAX ABATEMENT AGREEMENT
WITH MONTE CRISTO WINDPOWER II, LLC (PHASE II)

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

WHEREAS, the South Texas College Board of Trustees (“Board”) is authorized under Chapter 312 of the Texas Tax Code to grant abatements of ad valorem maintenance and operations taxes on eligible property located within a designated enterprise zone; and

WHEREAS, the Board has adopted Tax Abatement Guidelines and Criteria, most recently on October 28, 2025, in accordance with Chapter 312 of the Texas Tax Code; and

WHEREAS, Monte Cristo Windpower II, LLC (“Owner”) submitted an application requesting a tax abatement for a renewable energy project to be located within the Hidalgo County Enterprise Zone and within the boundaries of South Texas College; and

WHEREAS, the proposed project consists of an approximately 236-megawatt wind generation facility, including turbines, foundations, collection and transmission systems, substations, roads, operations and maintenance facilities, and related improvements, with an estimated appraised value of \$223,388,000 upon completion; and

WHEREAS, in accordance with Chapter 312 of the Texas Tax Code and the College’s Tax Abatement Guidelines and Criteria, the Board of Trustees conducted a public hearing on February 24, 2026, after providing proper notice, to consider the proposed Tax Abatement Agreement with Monte Cristo Windpower II, LLC and to receive public comment regarding the economic impact of the proposed project; and

WHEREAS, the Board finds that the proposed improvements constitute Eligible Property under Chapter 312 and the College’s Tax Abatement Guidelines and Criteria, and that the project is expected to promote economic development, create employment opportunities, and generate long-term taxable value for the College; and

WHEREAS, the Board has reviewed the proposed Tax Abatement Agreement between

South Texas College and Monte Cristo Windpower II, LLC (Phase II) and determines that approval of the Agreement is in the best interest of the College and consistent with applicable law; and

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

Section 1. Approval

The Tax Abatement Agreement between South Texas College and Monte Cristo Windpower II, LLC (Phase II), substantially in the form presented to the Board, is hereby approved.

Section 2. Authorization

The Chair of the Board of Trustees, the President of South Texas College, or their authorized designees are hereby authorized to execute the Tax Abatement Agreement and any related documents necessary to carry out its terms.

Section 3. Administration

The College administration is authorized to administer and enforce the Agreement in accordance with its terms, including compliance monitoring and recapture, if applicable, and to make any required filings with the Texas Comptroller of Public Accounts or other governmental entities.

Section 4. Effective Date

This Resolution shall take effect immediately upon adoption.

CONSIDERED. PASSED, APPROVED, AND SIGNED this 24 day of February, 2026 regular meeting of the Board of Trustees of South Texas College at which a quorum was present and which was held in accordance with the provisions of Texas Government Code Chapter 551.

SOUTH TEXAS COLLEGE

By: _____
Chairman

ATTEST:

By: _____
Secretary

**Tax Abatement Agreement
between
South Texas College and
Monte Cristo Windpower II, LLC – (Phase II)**

State of Texas

County of Hidalgo

This Tax Abatement Agreement (this “Agreement”) is made and entered into by and between South Texas College (the “College”), acting through its duly elected officers, and Monte Cristo Windpower II, 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 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 October 28, 2025. 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, approximately two hundred and thirty-six-megawatt (236 MW) wind 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 Cristo Windpower II, 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, 2027 (the “Commencement Date”) and that upon completion, the improvements will have an estimated appraised value of Two Hundred Twenty-Three Million, Three Hundred Eighty-Eight Thousand Dollars (\$223,388,000).
- B. The Improvements are described in Attachment A attached hereto and are generally referred to as an estimated 53 to 62 wind turbines with an average nameplate capacity of 3.X MW to 4.X 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, if built, the Project will, within the proposed time lines, (i) add at least Two Hundred Twenty-Three Million, Three Hundred Eighty-Eight Dollars (\$223,388,000) 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, 2027 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 Cristo Windpower II, LLC
Attn: Milton Howard, Vice President of Development
4275 Executive Square, Suite 400
La Jolla, CA 92037
(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 Willacy and Hidalgo County labor and services and supplies purchased from Willacy 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 Willacy 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 Twenty Thousand Dollars (\$20,000).

(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: February 24, 2026

South Texas College Board of Trustees

Dr. Alejos Salinas Jr., Chair

Paul R Rodriguez, Vice Chair

Attest:

Danny Guzman, Secretary

Monte Cristo Windpower II, LLC

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

Exhibit A

Application for Chapter 312 Tax Abatement Agreement by Monte Cristo Windpower II, LLC .

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: (1) Qualified professional jobs reported in high-wage industries (e.g., advanced business services, aerospace, life sciences, renewable energy, high-tech/IT); or (2) Jobs for which earnings are above the 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 or 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

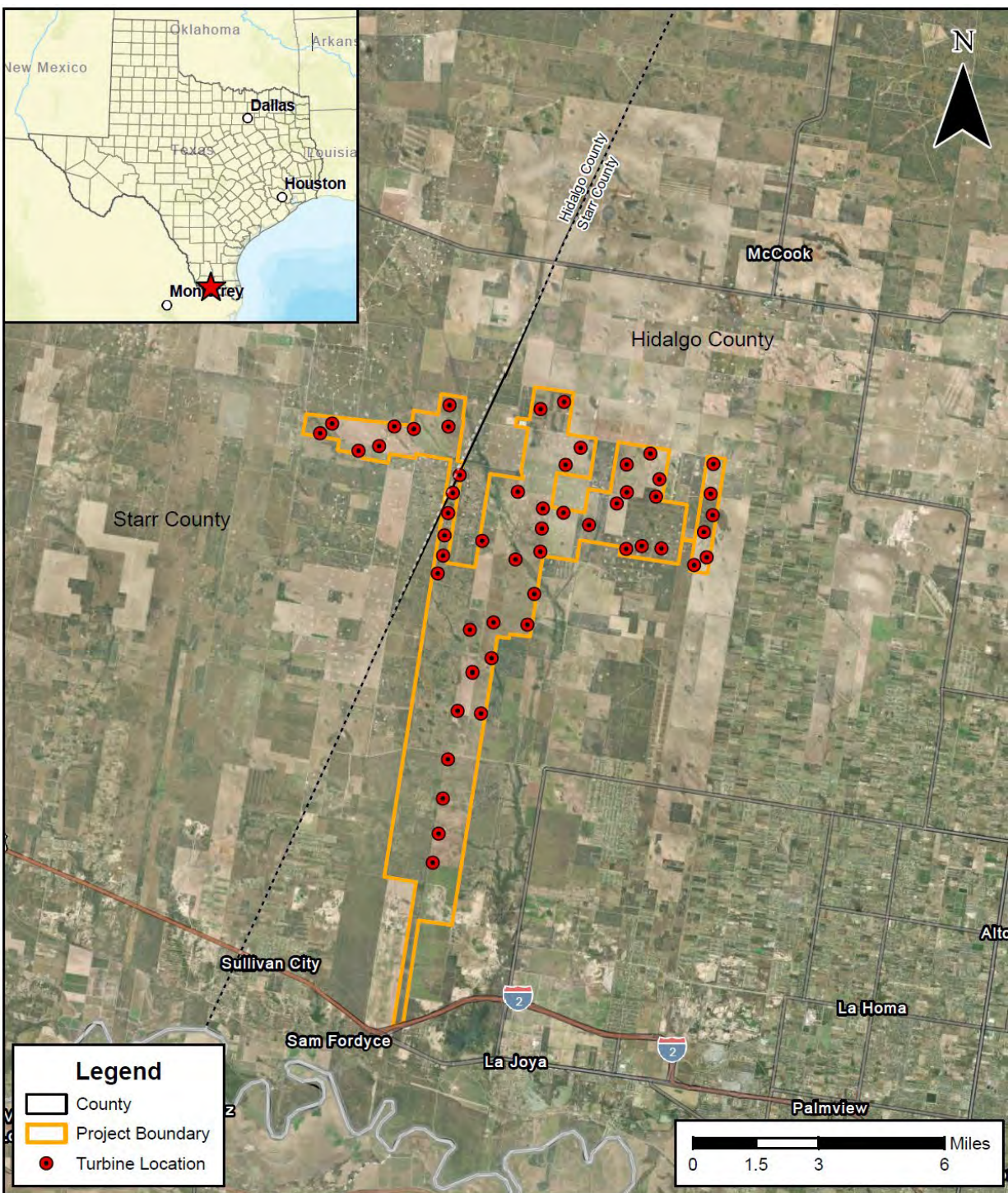
101155 PORCION 45 E 61.44 AC LT 18
 101148 PORCION 45 E 61.44 AC LT 15
 101161 PORCION 45 E 61.44 AC LT 21
 101125 PORCION 45 E 61.44 AC LT 4
 101123 PORCION 45 E 61.44 LT 3
 101121 PORCION 45 E 61.44 LT 2
 101142 PORCION 45 E 61.44 AC LT 12
 101144 PORCION 45 E 61.44 AC LT 13
 101146 PORCION 45 E 61.44 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



Project Vicinity
Monte Cristo 2
Hidalgo and Starr County, Texas

References:
CONANP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, Foursquare,
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

- (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

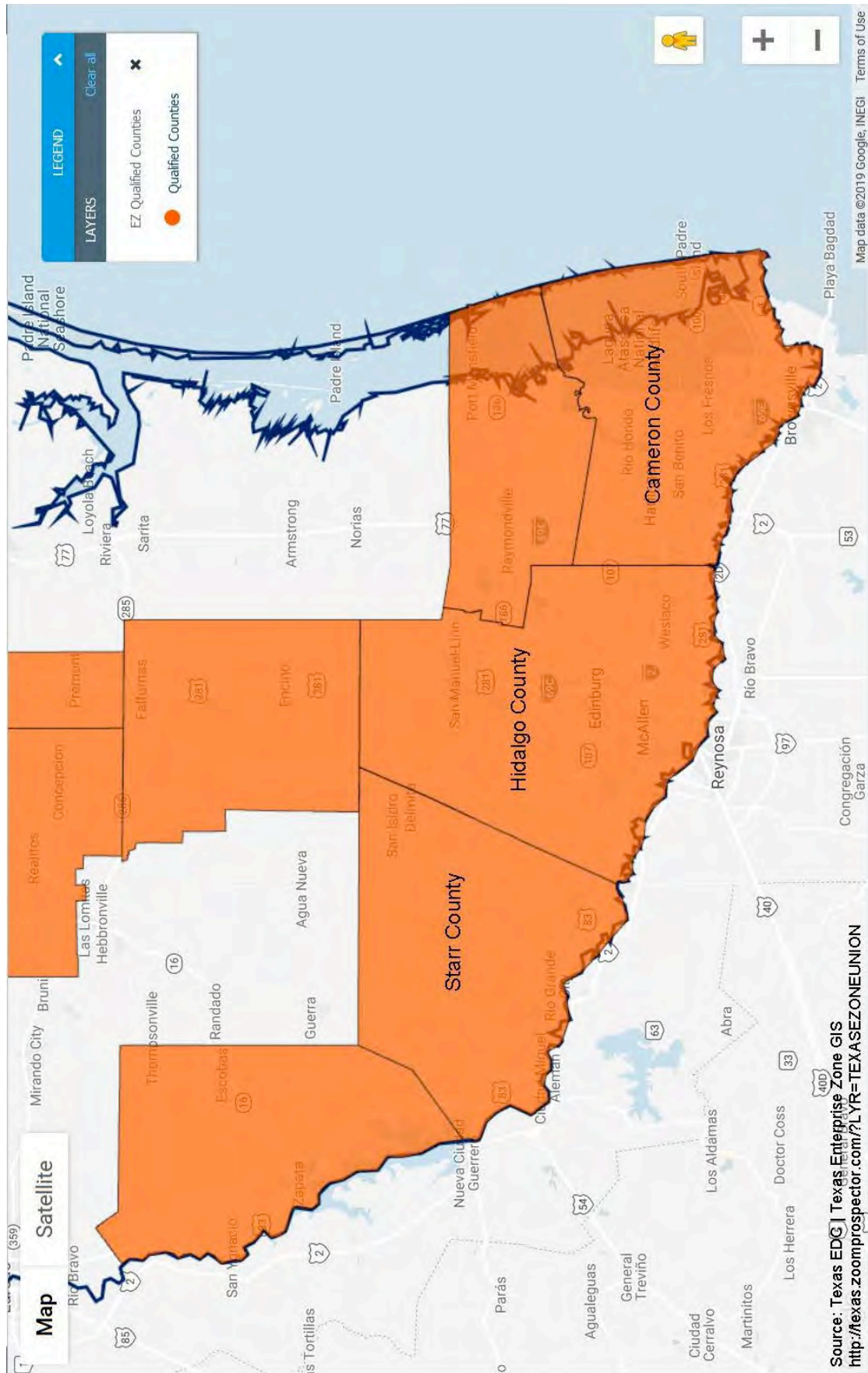


Exhibit B

Tax Abatement Rates

Tax Abatement Percentage Scale
Monte Cristo II Windpower Projects
50% Maximum

Appraisal Value subject to the Abatement		Percent to be Abated									
	But less than:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$ 220,000,000.00		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 215,000,000.00	\$ 220,000,000.00	49%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 210,000,000.00	\$ 215,000,000.00	48%	50%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 205,000,000.00	\$ 210,000,000.00	47%	49%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 200,000,000.00	\$ 205,000,000.00	46%	48%	50%	50%	50%	50%	50%	50%	50%	50%
\$ 195,000,000.00	\$ 200,000,000.00	45%	47%	49%	50%	50%	50%	50%	50%	50%	50%
\$ 190,000,000.00	\$ 195,000,000.00	44%	46%	48%	50%	50%	50%	50%	50%	50%	50%
\$ 185,000,000.00	\$ 190,000,000.00	43%	45%	47%	49%	50%	50%	50%	50%	50%	50%
\$ 180,000,000.00	\$ 185,000,000.00	42%	44%	46%	48%	50%	50%	50%	50%	50%	50%
\$ 175,000,000.00	\$ 180,000,000.00	41%	43%	45%	47%	49%	50%	50%	50%	50%	50%
\$ 170,000,000.00	\$ 175,000,000.00	40%	42%	44%	46%	48%	50%	50%	50%	50%	50%
\$ 165,000,000.00	\$ 170,000,000.00	39%	41%	43%	45%	47%	49%	50%	50%	50%	50%
\$ 160,000,000.00	\$ 165,000,000.00		40%	42%	44%	46%	48%	50%	50%	50%	50%
\$ 155,000,000.00	\$ 160,000,000.00		39%	41%	43%	45%	47%	49%	50%	50%	50%
\$ 150,000,000.00	\$ 155,000,000.00			40%	42%	44%	46%	48%	49%	50%	50%
\$ 145,000,000.00	\$ 150,000,000.00				41%	43%	45%	47%	48%	50%	50%
\$ 140,000,000.00	\$ 145,000,000.00				40%	42%	44%	46%	47%	49%	50%
\$ 135,000,000.00	\$ 140,000,000.00					41%	43%	45%	46%	48%	49%
\$ 130,000,000.00	\$ 135,000,000.00						42%	44%	45%	47%	48%
\$ 125,000,000.00	\$ 130,000,000.00							43%	44%	46%	47%
\$ 120,000,000.00	\$ 125,000,000.00								43%	45%	46%
\$ 115,000,000.00	\$ 120,000,000.00								42%	44%	45%
\$ 110,000,000.00	\$ 115,000,000.00									43%	44%
\$ 105,000,000.00	\$ 110,000,000.00									42%	43%
\$ 100,000,000.00	\$ 105,000,000.00									41%	42%
\$ 95,000,000.00	\$ 100,000,000.00										41%
\$ 90,000,000.00	\$ 95,000,000.00										40%
\$ -	\$ 90,000,000.00										

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 Resolution 2026-012 for Monte Alto Windpower, LLC and Monte Alto Windpower, LLC – Phase II (Terra-Gen Development Company LLC)

Purpose	To approve Resolution 2026-012 for Monte Alto Windpower, LLC and Monte Alto Windpower, LLC – Phase II (Terra-Gen Development Company, LLC) tax abatement agreements to designate the South Texas College Foundation as the recipient of scholarship and Payment In Lieu of Taxes (PILOT) payments. The Tax Abatement Agreements approved on November 25, 2025, require the Owner to make specified monetary contributions for student scholarships and Payment in Lieu of Taxes (PILOT) payments. The proposed resolution authorizes such scholarship and PILOT payments to be made directly to the South Texas College Foundation, subject to use restrictions and reporting requirements, without modifying the underlying Agreements.
Justification	Chapter 312 of the Texas Tax Code authorizes the College to enter into tax abatement agreements and to take actions necessary to administer and enforce such agreements in a manner consistent with their economic development purpose. Designating the South Texas College Foundation as the recipient of scholarship and PILOT payments. The funds designated to the South Texas College Foundation for Monte Alto I and Monte Alto II Windpower, LLC are as follows: • A \$40,000 scholarship paid at commencement of construction; • \$10,000 annual Payment In Lieu of Taxes (PILOT) payments for 10 years (total \$100,000)
Enclosed Documents	Appendix A - Resolution 2026-012 and Tax Abatement Agreements
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 of Resolution 2026-012 for Monte Alto Windpower, LLC and Monte Alto Windpower, LLC – Phase II (Terra-Gen Development Company, LLC) tax abatement agreements to designate the South Texas College Foundation as the recipient of scholarships and Payment in Lieu of Taxes (PILOT) payments.

**SOUTH TEXAS COLLEGE
BOARD OF TRUSTEES**

RESOLUTION NO. 2026-012

**A RESOLUTION OF THE BOARD OF TRUSTEES OF SOUTH TEXAS COLLEGE
AUTHORIZING THE ASSIGNMENT AND/OR DIRECTION OF PAYMENT OF
CERTAIN PAYMENTS IN LIEU OF TAXES (PILOT) AND STUDENT SCHOLARSHIP
CONTRIBUTIONS UNDER EXISTING TAX ABATEMENT AGREEMENTS TO THE
SOUTH TEXAS COLLEGE FOUNDATION, INC., AND AUTHORIZING THE
EXECUTION OF RELATED AMENDMENTS AND DOCUMENTS**

WHEREAS, the South Texas College District (the “College”) has previously entered into one or more tax abatement agreements (each, a “Tax Abatement Agreement”) approved by the Board of Trustees (the “Board”) that provide, among other terms, for (i) payments in lieu of taxes (“PILOT” payments) and/or (ii) student scholarship contributions (“Scholarship Contributions”) to be paid to or for the benefit of the College in connection with such agreements; and

WHEREAS, the President and administration of the College, in coordination with College leadership, desire that the PILOT payments and Scholarship Contributions that are payable to or for the benefit of the College under the Tax Abatement Agreements be received, held, and administered by the South Texas College Foundation, Inc. (the “Foundation”), a Texas nonprofit corporation that supports the educational mission of the College; and

WHEREAS, the Board finds that directing such payments to the Foundation will improve stewardship, accountability, and administration of scholarship and related funds for the benefit of College students and programs; and

WHEREAS, the Board further finds that this action is intended to change only the recipient and administrator of the PILOT payments and Scholarship Contributions, and not to alter the term, abatement schedule, performance requirements, reporting obligations, or any other material economic or substantive provisions of the Tax Abatement Agreements; and

WHEREAS, the Board desires to authorize the President of the College, or the President’s designee, to execute any amendments, assignment documents, payment direction letters, acknowledgements, and related instruments that are necessary or convenient to carry out the intent of this Resolution, with such documents to be reviewed and approved as to form by the College’s legal counsel;

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

Section 1. Designation of Foundation as Recipient of Payments.

The Board hereby approves the designation of the Foundation as the recipient and administrator of the PILOT payments and Scholarship Contributions that are payable to or for the benefit of the College under the Tax Abatement Agreements identified on Exhibit A (the “Specified

Agreements”). For payments due on and after the Effective Date (defined below), the College intends to assign and/or direct payment of the College’s right to receive such PILOT payments and Scholarship Contributions to the Foundation, subject to the execution of appropriate documents and the Foundation’s written acknowledgement of its receipt and administration obligations.

Section 2. Authorization to Execute Amendments and Related Documents.

The President of the College, or the President’s designee, is hereby authorized and directed to negotiate, prepare, execute, and deliver, on behalf of the College, such amendments to the Specified Agreements and/or such assignment instruments, payment direction letters, acknowledgements, and related documents as may be necessary or advisable to implement this Resolution, including coordinating execution by the applicable company(ies) and, as applicable, the Foundation. Any such documents shall be consistent with this Resolution and reviewed and approved as to form by the College’s legal counsel.

Section 3. Administration and Use of Funds.

The Foundation shall receive and administer the PILOT payments and Scholarship Contributions in accordance with (i) the terms of the Specified Agreements (as amended, if applicable), (ii) applicable law, and (iii) the Foundation’s policies and procedures. Scholarship Contributions shall be used solely for scholarships and/or student financial support consistent with the Specified Agreements. PILOT payments shall be used for purposes permitted under the Specified Agreements and consistent with the Foundation’s mission to support the College. The Board intends that funds received pursuant to this Resolution be used exclusively to benefit the College.

Section 4. Accounting and Reporting.

The President, or the President’s designee, is authorized to require that the Foundation provide periodic accounting or reporting to the College regarding the receipt and disbursement of such funds, consistent with standard stewardship practices and any restrictions applicable to the funds.

Section 5. Compliance and Notifications.

College administration is hereby directed to provide notice of this action to the affected parties and to take such additional steps as may be required to maintain compliance with applicable notice, public hearing, and reporting requirements that may apply to amendments of the Specified Agreements.

Section 6. Ratification.

All actions heretofore taken by officers, employees, and agents of the College that are consistent with the intent and purpose of this Resolution are hereby ratified, approved, and confirmed.

Section 7. Effective Date.

This Resolution shall take effect immediately upon its adoption by the Board (the “Effective Date”).

ADOPTED this ____ day of _____, 2025.

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

Danny Guzman
Secretary, Board of Trustees

EXHIBIT A – SPECIFIED TAX ABATEMENT AGREEMENTS

**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.

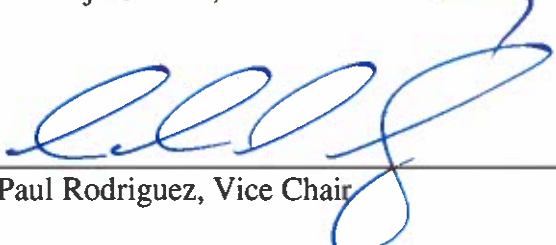
South Texas College

DATED: November 25, 2025

South Texas College Board of Trustees

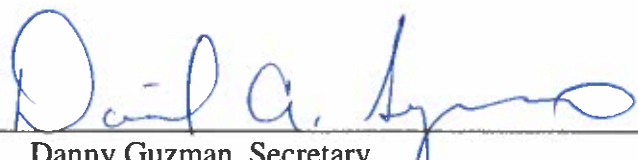


Dr Alejo Salinas, Chair



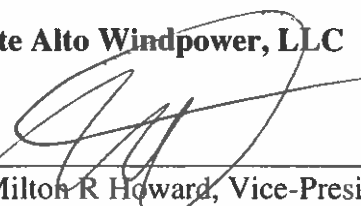
Paul Rodriguez, Vice Chair

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

Tax Abatement Percentage Scale
Monte Alto I Windpower Project
50% Maximum

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

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 25, 2025

South Texas College Board of Trustees

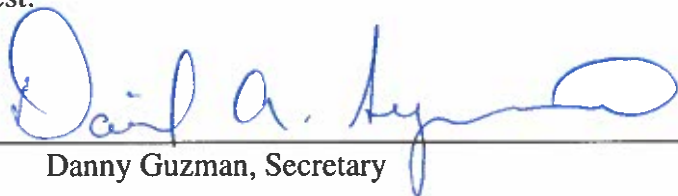


Dr. Alejo Salinas, Chair



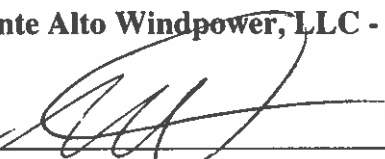
Paul Rodriguez, Vice Chair

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

Tax Abatement Percentage Scale
Monte Alto II Windpower Project
50% Maximum

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

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%

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

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

Award of Proposals – 1) Half-Ton Pick-Up Truck

Purpose	Award the proposal for a half-ton pick-up truck to Sames McAllen, Inc./ dba Sames McAllen Ford (McAllen, TX).
Justification	To procure a half-ton pick-up truck for the South Texas College Department of Public Safety. The vehicle will allow security personnel to travel between campuses, ensuring the overall safety and security of each location. This vehicle will also facilitate the transport of any necessary security equipment, ensuring that the staff can respond effectively to any situation. The vehicle will significantly enhance the security team's ability to respond quickly to incidents, improve their overall mobility, and act as a visible deterrent to potential criminal activity, thereby enhancing safety for all on campus. It will replace a vehicle nearing retirement due to high mileage and engine hours.
Funding	Funds for this expenditure are budgeted in the Safety and Security budget for FY 2025 – 2026.
Enclosed Documents	Appendix A – Project Timeline and Information 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 for South Texas College Department of Public Safety
Recommendation	The Committee recommends Board approval to award the proposal for a half-ton pick-up truck to Sames McAllen, Inc./ dba Sames McAllen Ford (McAllen, TX) at a total amount of \$39,865.00.

APPENDIX A
Project Timeline and Information

Advertised RFP	January 7, 2026 and January 14, 2026
RFP Responses Due	January 27, 2026
RFP Issued To	Five Hundred and Sixty-Nine (569) Vendors
Responses Received From	Three (3) Vendors
Responses Reviewed By	Department of Public Safety and the Purchasing Department
Highest Ranked Vendor	Sames McAllen, Inc./ dba Sames McAllen Ford

Award of Proposals – 2) Mid Valley Campus Building H - Classroom Audiovisual Equipment and Installation

Purpose	Award the proposal for Mid Valley Campus Building H - Classroom Audiovisual Equipment and Installation to Audio Visual Aids Company, LLC (San Antonio, TX).
Justification	To replace the audiovisual equipment in three (3) classrooms located in Building H at the Mid Valley Campus. Modern audiovisual equipment is needed to replace outdated and obsolete systems. These improvements will enhance the services provided to faculty, staff, and the community by supporting more effective learning experiences, improving communication, and enabling better collaboration and knowledge sharing across all environments.
Funding	Funds for this expenditure are budgeted in the Mid Valley South Academic Bldg. H Repair of Damaged Roof and Interior Areas budget for FY 2025 – 2026.
Enclosed Documents	Appendix A – Project Timeline and Information Other information is included in the Supporting Documentation.
Staff Resource	Dr. Jesus Campos, Interim Vice President for Information Services, Planning, Performance and Strategic Initiatives Lucio Gonzalez, Associate Vice President for Technology and Chief Information Officer 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 award the proposal for Mid Valley Campus Building H - Classroom Audiovisual Equipment and Installation to Audio Visual Aids Company, LLC (San Antonio, TX) at a total amount of \$51,567.82.

APPENDIX A **Project Timeline and Information**

Advertised RFP	January 14, 2026 and January 21, 2026
RFP Responses Due	January 29, 2026
RFP Issued To	Five Hundred and Ninety-Two (592) Vendors
Responses Received From	Five (5) Vendors
Responses Reviewed By	Educational Technologies, Information Technology, and the Purchasing Department
Highest Ranked Vendor	Audio Visual Aids Company, LLC

Award of Proposals – 3) Technology Campus Building B and Starr County Campus Building C - Analog-to-Digital Audiovisual Upgrade

Purpose	Award the proposal for Technology Campus Building B and Starr County Campus Building C - Analog-to-Digital Audiovisual Upgrade to Audio Visual Aids Company, LLC (San Antonio, TX).
Justification	To upgrade the audiovisual equipment in two (2) classrooms at the Technology Campus and one (1) classroom at the Starr County Campus. Modern audiovisual equipment is needed to upgrade or replace outdated and obsolete systems. These improvements will enhance the services provided to faculty, staff, and the community by supporting more effective learning experiences, improving communication, and enabling better collaboration and knowledge sharing across all environments.
Funding	Funds for this expenditure are budgeted in the Technology Projects budget for FY 2025 – 2026.
Enclosed Documents	Appendix A – Project Timeline and Information Other information is included in the Supporting Documentation.
Staff Resource	Dr. Jesus Campos, Interim Vice President for Information Services, Planning, Performance and Strategic Initiatives Lucio Gonzalez, Associate Vice President for Technology and Chief Information Officer
Recommendation	The Committee recommends Board approval to award the proposal for Technology Campus Building B and Starr County Campus Building C - Analog-to-Digital Audiovisual Upgrade to Audio Visual Aids Company, LLC (San Antonio, TX) at a total amount of \$68,405.87.

APPENDIX A **Project Timeline and Information**

Advertised RFP	January 14, 2026 and January 21, 2026
RFP Responses Due	January 29, 2026
RFP Issued To	Five Hundred and Ninety-Two (592) Vendors
Responses Received From	Five (5) Vendors
Responses Reviewed By	Educational Technologies, Information Technology, and the Purchasing Department
Highest Ranked Vendor	Audio Visual Aids Company, LLC

Rejection of Proposal – 4) Delinquent Tax Collection Services

Purpose	Reject the two (2) proposals received for Delinquent Tax Collection Services.
Justification	Administration seeks to receive feedback and approval from the Board of Trustees on the Evaluation Criteria to utilize for the Delinquent Tax Collection Services. The Evaluation Criteria requires reassessment to ensure alignment with project objectives and organizational requirements. A new solicitation or RFQ will be advertised once the Evaluation Criteria have been Board approved.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Myriam M. Lopez, Associate Vice President for Finance and Management
Recommendation	The Committee recommends Board approval to reject the two (2) proposals received for Delinquent Tax Collection Services.

Rejection of Proposal – 5) Primary Bank Depository Services

Purpose	Reject the six (6) proposals received for Primary Bank Depository Services.
Justification	Administration seeks to receive feedback and approval from the Board of Trustees on the Evaluation Criteria to utilize for the Primary Bank Depository Services. The Evaluation Criteria requires reassessment to ensure alignment with project objectives and organizational requirements. A new solicitation or RFP will be advertised once the Evaluation Criteria have been Board approved.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Myriam M. Lopez, Associate Vice President for Finance and Management
Recommendation	The Committee recommends Board approval to reject the six (6) proposals received for Primary Bank Depository Services.

Purchases – 6) Computers, Laptops, and Tablets

Purpose	Purchase computers, laptops, and tablets 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.
Funding	Funds for these expenditures are budgeted in the requesting departments’ budgets for FY 2025 – 2026 as follows: Automotive Technology Program, Pecan Library Building F Renovation, Educational Technology Maintenance and Replacement, Learning Commons and Open Labs, Construction Supervision Program, Culinary Arts Program, Business Administration Program, Academic Advancement, and Dual Credit Academies Program.
Enclosed Documents	Appendix A – Vendors List Appendix B – District-Wide Technology Request Summary Other information is included in the Supporting Documentation.
Staff Resource	Dr. Jesus Campos, Interim Vice President for Information Services, Planning, Performance and Strategic Initiatives Lucio Gonzalez, Associate Vice President for Technology and Chief Information Officer
Recommendation	The Committee recommends Board approval to purchase computers, laptops, and tablets from the vendors listed in Appendix A at a total amount of \$82,708.72.

APPENDIX A

Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Apple, Inc. (Dallas, TX)	Choice Partners Cooperative	\$489.60
Dell Marketing, LP (Dallas, TX)	OMNIA Partners	\$82,219.12
Total Amount:		\$82,708.72

APPENDIX B

District-Wide Technology Request Summary

Student Computers	
2	Automotive Technology Program
5	Pecan Library Building F Renovation
Student Laptops	
10	Educational Technology Maintenance and Replacement
10	Learning Commons and Open Labs
Student Tablets	
1	Learning Commons and Open Labs
Faculty Laptops	
1	Construction Supervision Program
5	Culinary Arts Program
1	Business Administration Program
Staff Laptops	
1	Academic Advancement
3	Dual Credit Academies Program

Purchases – 7) Food and Related Non-Food Products

Purpose	Purchase food and related non-food products from the vendors listed in Appendix A.
Justification	To provide the Culinary Arts Program and Mid Valley Campus Child Development Center with food and related non-food products to be used for student instruction and the preparation of meals for the center's enrolled children. These items consist of, but are not limited to, produce, meat, grains, poultry, dairy products, essential consumable products and other single-use items. These products are crucial for maintaining operational efficiency, ensuring hygiene, and complying with health and safety regulations.
Funding	Funds for these expenditures are budgeted in the Culinary Arts and Child Development budgets for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Appendix A – Vendors List 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 Dr. Eric L Reitinger, Dean of Social and Behavioral Sciences
Recommendation	The Committee recommends Board approval to purchase food and related non-food products from the vendors listed in Appendix A for the period beginning April 27, 2026 through April 26, 2027, at an estimated total amount of \$120,000.00.

APPENDIX A **Vendors List**

Vendor (City, State)	Purchasing Cooperative	Amount
Ben E Keith Company (Fort Worth, TX)	Sourcewell	\$15,000.00
Labatt Institutional Supply Company/ dba Labatt Food Service LLC (San Antonio, TX)	Choice Partners	\$35,000.00
Sysco USA I, Inc./ dba Sysco Central Texas (Houston, TX)	OMNIA Partners	\$70,000.00
Total Amount:		\$120,000.00

Purchases – 8) Furniture

Purpose	Purchase furniture from the vendors listed in Appendix A.
Justification	To provide new furniture that will enhance the everyday activities of our academic environment while upgrading or replacing outdated and worn-out items that no longer serve our students, faculty, and staff effectively. This investment will enable students, faculty, and staff to engage comfortably and productively in classes, study sessions, collaborative projects, and daily operations.
Funding	Funds for these expenditures are budgeted in the requesting departments' budgets for FY 2025 – 2026 as follows: Architectural and Engineering Design Technology, Facilities Planning and Construction, and Learning Commons and Open Labs.
Enclosed Documents	Appendix A – Vendors List Appendix B – District-Wide Furniture Request Summary Other information is included in the Supporting Documentation.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Ricardo De La Garza, Executive Director of Facilities Planning and Construction
Recommendation	The Committee recommends Board approval to purchase furniture from the vendors listed in Appendix A at a total amount of \$106,025.58.

APPENDIX A

Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Barco Products, LLC (Batavia, IL)	The Interlocal Purchasing System	\$38,574.34
Gateway Printing and Office Supply, Inc. (Edinburg, TX)	OMNIA Partners and The Interlocal Purchasing System	\$44,169.54
Landscape Forms, Inc. (Kalamazoo, MI)	OMNIA Partners	\$23,281.70
Total Amount:		\$106,025.58

APPENDIX B
District-Wide Furniture Request Summary

Health Science Professions Campus		
12	Nesting Training Tables	Facilities Planning and Construction
Mid Valley Campus		
4	Plainwell Litter Trash Can 35 gal. capacity	Facilities Planning and Construction
9	Sterling Bench 6'	
8	Recycled Plastic Hex Table 46"	
4	Recycled Plastic Wheelchair Accessible Hex Table 44.5"	
Pecan Campus		
1	Portico Table	Learning and Commons and Open Labs
2	Armless Cafe Stool	
1	4 Drawer	Facilities Planning and Construction - Library Services
1	Bookcase 5 Shelf	
2	Storage Cabinet	
6	Multi-Adjustable Chair	
1	Portico Table	
4	Faculty/Staff Office Desk 30x72"	
2	Faculty/Staff Office Desk 30x66"	
Technology Campus		
6	Plainwell Litter Trash Can 35 gal. capacity	Facilities Planning and Construction
6	Sterling Bench 6'	
3	Recycled Plastic Hex Table 46"	
1	Recycled Plastic Wheelchair Accessible Hex Table 44.5"	
21	Lab Classroom Stools	Architectural and Engineering Design Technology

Purchases – 9) Graduation Facility Lease Agreement

Purpose	Purchase a graduation facility lease agreement from Viper Arena, LLC/ dba Bert Ogden Arena (Edinburg, TX), a sole source vendor.
Justification	To lease a facility for the May 2026 graduation ceremonies, which will be held on Friday, May 8 and Saturday, May 9, 2026, at 9:00 a.m., 1:00 p.m., and 5:00 p.m.
Funding	Funds for this expenditure are budgeted in the Graduation budget for FY 2025 – 2026.
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Dr. Matthew Hebbard, Vice President of Student Affairs and Enrollment Management Cynthia A Blanco, Dean of Enrollment Systems and Registrar
Recommendation	The Committee recommends Board approval to purchase a graduation facility lease agreement from Viper Arena, LLC/ dba Bert Ogden Arena (Edinburg, TX), a sole source vendor, for the period beginning at 8:00 a.m. Thursday, May 7, 2026, through midnight Saturday, May 9, 2026, at an estimated total amount of \$65,000.00.

Purchases – 10) Law Enforcement Vehicle

Purpose	Purchase a law enforcement vehicle from Caldwell Country Chevrolet II, LLC (Caldwell, TX), a Texas Association of School Boards (TASB) BuyBoard approved vendor.
Justification	To procure one (1) law enforcement vehicle for our college is essential for enhancing campus safety and security. This vehicle will significantly improve emergency response times, provide a visible security presence that deters crime, and support the management of campus events. It will replace a vehicle nearing retirement due to high mileage and engine hours
Funding	Funds for this expenditure are budgeted in the Campus Police budget for FY 2025 – 2026.
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Ruben Suarez, Chief of Police for South Texas College Department of Public Safety
Recommendation	The Committee recommends Board approval to purchase a law enforcement vehicle from Caldwell Country Chevrolet II, LLC (Caldwell, TX), a Texas Association of School Boards (TASB) BuyBoard approved vendor, at a total amount of \$57,500.00.

Purchases – 11) Equipment and Accessories for Law Enforcement Vehicles

Purpose	Purchase equipment and accessories for law enforcement vehicles from South Texas Communications, Inc. (McAllen, TX), a Texas Association of School Boards (TASB) BuyBoard approved vendor.
Justification	To fully equip all law enforcement vehicles serving the college campuses, ensuring compliance with Texas law and supporting effective public safety operations. These items ensure officers have reliable communication, proper warning devices, and essential safety tools needed to effectively patrol campus property, respond to emergencies, and maintain compliance with state standards. Equipment will be procured as needed to maintain compliance and operational readiness for all College law enforcement vehicles.
Funding	Funds for these expenditures are budgeted in the Campus Police budget for FY 2025 – 2026.
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Ruben Suarez, Chief of Police for South Texas College Department of Public Safety
Recommendation	The Committee recommends Board approval to purchase equipment and accessories for law enforcement vehicles from South Texas Communications, Inc. (McAllen, TX), a Texas Association of School Boards (TASB) BuyBoard approved vendor, for the period beginning September 1, 2025 through August 31, 2026, at an estimated total amount of \$75,000.00.

Purchase Renewals – 12) Adobe License Subscription Agreement

Purpose	Renew the Adobe license subscription agreement with SHI Government Solutions (Somerset, NJ), The Interlocal Purchasing System (TIPS) approved vendor.
Justification	To provide access to a suite of Adobe applications and services, supported with a one-year software assurance, for faculty, staff, and students. These subscriptions support a wide range of academic and administrative needs across the district. The applications included in this subscription are critical tools for digital media and document production and offer additional cloud-based functionality.
Funding	Funds for these expenditures are budgeted in the various requesting departments' budgets for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Dr. Jesus Campos, Interim Vice President for Information Services, Planning, Performance and Strategic Initiatives Lucio Gonzalez, Associate Vice President for Technology and Chief Information Officer
Recommendation	The Committee recommends Board approval to renew the Adobe license subscription agreement with SHI Government Solutions (Somerset, NJ), The Interlocal Purchasing System (TIPS) approved vendor, for the period beginning April 6, 2026 through April 5, 2027, at an estimated total amount of \$312,083.84.

Purchase Renewals – 13) Server Software Maintenance and Support Agreement

Purpose	Renew the server software maintenance and support agreement with Netsync Network Solutions (Houston, TX), The Interlocal Purchasing System (TIPS) approved vendor.
Justification	To provide one year of support and maintenance for the servers' hardware and software. The software maintenance agreement ensures continuous support and maintenance for the college's computer servers, including servers used for virtual desktops deployed to student support, call centers, classroom podiums, and computer labs district wide. The agreement provides 24-hour, year-round support.
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. Jesus Campos, Interim Vice President for Information Services, Planning, Performance and Strategic Initiatives Lucio Gonzalez, Associate Vice President for Technology and Chief Information Officer
Recommendation	The Committee recommends Board approval to renew the server software maintenance and support agreement with Netsync Network Solutions (Houston, TX), The Interlocal Purchasing System (TIPS) approved vendor, for the period beginning March 17, 2026 through March 16, 2027, at an estimated total amount of \$207,818.56.

Renewals – 14) External Auditor Services

Purpose	Renew the external auditor services with Carr, Riggs, & Ingram, LLC (McAllen, TX).
Justification	To perform the College's annual financial audit and issue an opinion on the financial statements prepared by the College's Business Office staff. As required by the Texas Higher Education Coordinating Board, the audited Annual Comprehensive Financial Report (ACFR) must be submitted annually by December 31st. The external auditors start the interim audit work related to the financial audit prior to the fiscal year end. Therefore, the College is requesting to renew the contract at this time.
Funding	Funds for this expenditure are budgeted in the Audit Services budget for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Appendix A – Renewal Terms
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Myriam M. Lopez, Associate Vice President for Finance and Management
Recommendation	The Committee recommends Board approval to renew the external auditor services with Carr, Riggs, & Ingram, LLC (McAllen, TX), beginning March 2, 2026, for audit of the fiscal year beginning September 1, 2025 through August 31, 2026, at an estimated total amount of \$135,000.00.

APPENDIX A

Renewal Terms

The Board awarded the contract as follows:

Term: February 22, 2022 – one year with four (4) one-year annual renewals			
Award	Board Meeting Date	Original Term	Renewal Term
Original	02/22/2022	Fiscal Year Ending 08/31/2022	
First Renewal	02/14/2023		Fiscal Year Ending 08/31/2023
Second Renewal	02/27/2024		Fiscal Year Ending 08/31/2024
Third Renewal	02/25/2025		Fiscal Year Ending 08/31/2025
Final Renewal	02/24/2026		Fiscal Year Ending 08/31/2026

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

Renewals – 15) Online Continuing Education Services

Purpose	Renew the online continuing education services with Cengage Learning, Inc. (Mason, OH).
Justification	To provide the community with online, non-credit, instructor-facilitated continuing and professional education courses covering the entire spectrum from skills training and retooling to professional development and personal enrichment. The online continuing education services include the following courses: Accounting, Business, College Readiness, Computer Applications, Design and Composition, Health Care and Medical, Language and Arts, Law and Legal, Personal Development, Teaching and Education, Technology, Writing and Publishing, etc.
Funding	The student submits payment directly to the company, and the company in turn remits the appropriate payment to the College.
Enclosed Documents	Appendix A – Renewal Terms
Staff Resource	Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development Olivia D. De La Rosa, Dean of Continuing Education and Workforce Development
Recommendation	The Committee recommends Board approval to renew the online continuing education services with Cengage Learning, Inc. (Mason, OH) for the period beginning May 1, 2026 through April 30, 2027 at no cost to the College.

APPENDIX A **Renewal Terms**

The Board awarded the contract as follows:

Term: April 22, 2025 – one year with two (2) one-year annual renewals			
Award	Board Meeting Date	Original Term	Renewal Term
Original	04/22/2025	05/01/2025 – 04/30/2026	
First Renewal	02/24/2026		05/01/2026 – 04/30/2027

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

Recommendation: It is requested that the Committee recommend for Board approval of the award and rejection of proposals, and approval of purchases, purchase renewals, and renewals at a total cost of \$1,320,360.39, as listed below:

**Award
of Proposals**

- 1) **Half-Ton Pick-Up Truck:** award the proposal for a half-ton pick-up truck to **Sames McAllen, Inc./ dba Sames McAllen Ford** (McAllen, TX) at a total amount of \$39,865.00;
- 2) **Mid Valley Campus Building H - Classroom Audiovisual Equipment and Installation:** award the proposal for Mid Valley Campus Building H - Classroom Audiovisual Equipment and Installation to **Audio Visual Aids Company, LLC** (San Antonio, TX) at a total amount of \$51,567.82;
- 3) **Technology Campus Building B and Starr County Campus Building C - Analog-to-Digital Audiovisual Upgrade:** award the proposal for Technology Campus Building B and Starr County Campus Building C - Analog-to-Digital Audiovisual Upgrade to **Audio Visual Aids Company, LLC** (San Antonio, TX) at a total amount of \$68,405.87;

**Rejection of
Proposals**

- 4) **Delinquent Tax Collection Services:** reject the two (2) proposals received for Delinquent Tax Collection Services;
- 5) **Primary Bank Depository Services:** reject the six (6) proposals received for Primary Bank Depository Services;

Purchases

- 6) **Computers, Laptops, and Tablets:** purchase computers, laptops, and tablets from the vendors listed in Appendix A at a total amount of \$82,708.72;

APPENDIX A
Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Apple, Inc. (Dallas, TX)	Choice Partners Cooperative	\$489.60
Dell Marketing, LP (Dallas, TX)	OMNIA Partners	\$82,219.12
Total Amount:		\$82,708.72

- 7) **Food and Related Non-Food Products:** purchase food and related non-food products from the vendors listed in Appendix A for the period beginning April 27, 2026 through April 26, 2027, at an estimated total amount of \$120,000.00;

APPENDIX A
Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Ben E Keith Company (Fort Worth, TX)	Sourcewell	\$15,000.00
Labatt Institutional Supply Company/ dba Labatt Food Service LLC (San Antonio, TX)	Choice Partners	\$35,000.00
Sysco USA I, Inc./ dba Sysco Central Texas (Houston, TX)	OMNIA Partners	\$70,000.00
Total Amount:		\$120,000.00

- 8) **Furniture:** purchase furniture from the vendors listed in Appendix A at a total amount of \$106,025.58;

APPENDIX A
Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Barco Products, LLC (Batavia, IL)	The Interlocal Purchasing System	\$38,574.34
Gateway Printing and Office Supply, Inc. (Edinburg, TX)	OMNIA Partners and The Interlocal Purchasing System	\$44,169.54
Landscape Forms, Inc. (Kalamazoo, MI)	OMNIA Partners	\$23,281.70
Total Amount:		\$106,025.58

- 9) **Graduation Facility Lease Agreement:** purchase a graduation facility lease agreement from **Viper Arena, LLC/ dba Bert Ogden Arena** (Edinburg, TX), a sole source vendor for the period beginning at 8:00 a.m. Thursday, May 7, 2026, through midnight Saturday, May 9, 2026, at an estimated total amount of \$65,000.00;
- 10) **Law Enforcement Vehicle:** purchase a law enforcement vehicle from **Caldwell Country Chevrolet II, LLC** (Caldwell, TX), a Texas Association of School Boards (TASB) BuyBoard approved vendor, at a total amount of \$57,500.00;
- 11) **Equipment and Accessories for Law Enforcement Vehicles:** purchase equipment and accessories for law enforcement vehicles from **South Texas Communications, Inc.** (McAllen, TX), a Texas Association of School Boards (TASB) BuyBoard

approved vendor, for the period beginning September 1, 2025, through August 31, 2026, at an estimated total amount of \$75,000.00;

Purchase Renewal

12)Adobe License Subscription Agreement: renew the Adobe license subscription agreement with **SHI Government Solutions** (Somerset, NJ), The Interlocal Purchasing System (TIPS) approved vendor, for the period beginning April 6, 2026 through April 5, 2027, at an estimated total amount of \$312,083.84;

13)Server Software Maintenance and Support Agreement: renew the server software maintenance and support agreement with **Netsync Network Solutions** (Houston, TX), The Interlocal Purchasing System (TIPS) approved vendor, for the period beginning March 17, 2026 through March 16, 2027, at an estimated total amount of \$207,818.56;

**Purchase and
Trade-In**

14)External Auditor Services: renew the external auditor services with **Carr, Riggs, & Ingram, LLC** (McAllen, TX), beginning March 2, 2026, for audit of the fiscal year beginning September 1, 2025 through August 31, 2026, at an estimated total amount of \$135,000.00;

15)Online Continuing Education Services: renew the online continuing education services with **Cengage Learning, Inc.** (Mason, OH) for the period beginning May 1, 2026 through April 30, 2027 at no cost to the College.

Review and Recommend Action as Necessary on the Disposal of an Office Portable Building

Purpose Approval of the disposal of an office portable building through an online auction.

Justification The office portable building, acquired in 2011 from the University of Texas–Pan American, underwent an evaluation process by Facilities Planning and Construction and was deemed unusable. It is requested that this building be auctioned to make room for the Pecan Campus Athletic Field Building R, a future construction project.

The auction will take place online at the contracted auctioneer's website, and the purchaser will be required to move it from its current location at the South Texas College Pecan North Campus, 3501 W Pecan Blvd, McAllen, Texas, North of Building M.

The asset information is as follows:

Asset No./Tag No.	Portable and Location	Acquisition Date	Purchase Amount	Tentative Auction Date
BA-10002977 / 22644	Pecan Campus Office Portable Building M13 – 440 sq ft –Fully Depreciated	08/10/2011	\$5,443.20	March 2026

The portable building is included in the College's inventory in the Workday system and will need to be removed from the inventory and general ledger.

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

Recommendation The Committee recommends Board approval of the disposal of an office portable building through an online auction.

Discussion and Action as Necessary on Evaluation Criteria Used for Primary Bank Depository Services

Purpose	Administration requests review and approval of the evaluation criteria used for Primary Bank Depository Services.
Justification	To update, as necessary, the existing evaluation criteria and points used for the request for proposals for primary bank depository services. Administration seeks to receive feedback and approval from the Board of Trustees on the Evaluation Criteria to utilize for the Primary Bank Depository Services. The Evaluation Criteria requires reassessment to ensure alignment with project objectives and organizational requirements.
Funding	Funds for this expenditure are budgeted in the Bank Fees budget for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Appendix A – Current Evaluation Criteria Appendix B – Proposed Evaluation Criteria
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Myriam Lopez, Associate Vice President - Finance and Management Deyadira Leal, Director of Purchasing
Recommendation	The Committee recommends Board approval of the evaluation criteria used for Primary Bank Depository Services.

APPENDIX A
Current Evaluation Criteria

#	Evaluation Criteria	Weight (Points)
1	The interest rate bid or proposed on time deposits. A. Interest earnings on interest-bearing accounts.	Up to 30 points
2	The charges for keeping district accounts, records, and reports, and furnishing checks; A. Cost of services. B. Earnings credit calculation on compensating balance. C. Transition cost. D. Retention and transition offers and incentives. E. Compensation balance requirement.	Up to 30 points
3	The Respondent's ability to perform and provide the required and requested services. A. Provide the firm's overall ability to provide the services required in this solicitation. B. System reporting capabilities. C. Positive Pay fraud protection services (based on date, check number, amount, and payee name and default) D. Same-day funds availability. E. Provided examples of your firm's civic activities, awards, and recognitions that the institution has received. F. Provided firm's principal(s) and staff commitment in providing the services. G. Compliance with all applicable state and federal regulations for the services proposed. H. Relevant experience managing similar account relationships with other higher education institutions. I. Verification of References. J. Completeness of proposal. K. Financial strength and stability of the institution.	Up to 30 points
4	The accessibility and locations of the Bank's branches for employees and students in Hidalgo and Starr counties. A. Number of branch locations the vendor has in Hidalgo and Starr Counties. B. Cash deposit capabilities where no branch location is convenient.	Up to 10 points
Total Evaluation Points		100

APPENDIX B
Proposed Evaluation Criteria

#	Evaluation Criteria	Weight (Points)
1	The charges for maintaining district accounts, records, and reports, as well as the interest rate proposed on time deposits: A. Interest earnings on interest-bearing accounts. B. Cost of services. C. Earnings credit calculation on compensating balance. D. Transition cost. E. Retention and transition offers and incentives. F. Compensation balance requirement.	Up to 50 points
2	The Respondent's ability to perform and provide the required and requested services. A. Provide the firm's overall ability to provide the services required in this solicitation. B. System reporting capabilities. C. Positive Pay fraud protection services (based on date, check number, amount, and payee name and default) D. Same-day funds availability. E. Provided examples of your firm's civic activities, awards, and recognition that the institution has received. F. Provided firm's principal(s) and staff commitment in providing the services. G. Compliance with all applicable state and federal regulations for the services proposed. H. Relevant experience managing similar account relationships with other higher education institutions. I. Verification of References. J. Completeness of proposal. K. Financial strength and stability of the institution.	Up to 25 points
3	The accessibility and locations of the Bank's branches for employees and students in Hidalgo and Starr counties. A. Number of branch locations the vendor has in Hidalgo and Starr Counties. B. Cash deposit capabilities where no branch location is convenient.	Up to 25 points
Total Evaluation Points		100

Discussion and Action as Necessary on Evaluation Criteria Used for Delinquent Tax Collection Services

Purpose	Administration requests review and approval of the evaluation criteria used for the Delinquent Tax Collection Services solicitation.
Justification	To update, as necessary, the current evaluation criteria and points used for the delinquent tax collection services. Administration seeks to receive feedback and approval from the Board of Trustees on the Evaluation Criteria to utilize for the Delinquent Tax Collection Services. The Evaluation Criteria requires reassessment to ensure alignment with project objectives and organizational requirements.
Funding	The delinquent tax collection services fee was paid to the delinquent tax attorney from delinquent tax collection revenues from Hidalgo County and Starr County.
Enclosed Documents	Appendix A – Current Evaluation Criteria - RFP Appendix B – Proposed Evaluation Criteria – RFQ
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Myriam Lopez, Associate Vice President - Finance and Management Deyadira Leal, Director of Purchasing
Recommendation	The Committee recommends Board approval of the evaluation criteria used for the Delinquent Tax Collection Services solicitation.

APPENDIX A
Current Evaluation Criteria - RFP

#	Evaluation Criteria	Weight (Points)
1	The purchase price. A. The low bidder gets the maximum points B. Divide the lowest proposal by each of the other proposal(s)	Up to 37 points
2	The reputation of the vendor and of the vendor's goods or services. A. Number of Years in Business B. References (similar projects) C. Services/Installation D. Professional Licenses/Certifications	Up to 18 points
3	The quality of the vendor's goods or services. A. Warranty B. Service Support/Response Time C. Goods/Product (manufacturer life) D. Product Performance	Up to 16 points
4	The extent to which the goods or services meet the district's needs. A. Time Frame to complete the project B. Delivery Time Frame of product(s) C. Number of staff D. Meet or exceed the specifications	Up to 15 points
5	The vendor's past relationship with the district. A. Quality of Past Performances with STC ****New Vendors will receive two points	Up to 3 points
6	The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses. A. Provided the Certification	Up to 1 point
7	The total long-term cost to the district to acquire the vendor's goods or services; and A. Annual Escalation Increase B. Annual Maintenance Cost	Up to 5 points
8	For a contract for goods and services other than goods and services: A. Has its place of business in this state; or B. Employs at least 500 persons in this state.	Up to 5 points
Total Evaluation Points		100

Note: The above criteria are as per the Texas Education Code 44.031 Purchasing Contracts Section B: Except as provided by this subchapter, in determining to whom to award a contract, the district shall consider the above criteria for an RFP.

APPENDIX B
Proposed Evaluation Criteria - RFQ

#	Evaluation Criteria	Weight (Points)
1	Qualifications and Experience A. Years of legal practice in delinquent tax under the Texas Property Tax Code B. Litigation experience (tax suits, foreclosures, bankruptcy) C. Volume and type of public clients served D. Capacity to manage the District's caseload	Up to 40 points
2	Approach, Strategy and Compliance A. Collection strategy and litigation plan B. Statutory compliance (Texas Property Tax Code) C. Case workflow, timelines, and internal controls D. Use of technology for tracking, reporting, and notices E. Procedures that protect the District and taxpayers	Up to 30 points
3	The extent to which the services meet the district's needs. A. Reporting capabilities B. Communication and accessibility C. Understanding of the District's specific needs	Up to 12 points
4	References A. Performance with similar Texas public entities B. Timeliness, communication, and litigation outcomes C. Demonstrated collection results	Up to 10 points
5	The vendor's past relationship with the district. A. Responsiveness B. Quality of past legal services C. Compliance with expectations	Up to 3 points
6	For a contract for goods and services other than goods and services: a. Has its place of business in this state; or b. Employs at least 500 persons in this state.	Up to 5 points
Total Evaluation Points		100 points

Review and Recommend Action on Legal Services Agreement with O'Hanlon, Demerath & Castillo

Purpose	Approval of legal services agreement with O'Hanlon, Demerath & Castillo (Austin, TX).
Justification	The firm will provide support for institutional operations and ensure compliance with all applicable laws and regulations. Responsibilities include reviewing and negotiating contracts, assisting with the development and implementation of policies, advising on risk management and liability matters, and offering guidance on employment, labor, and student-related legal issues. These services are essential to safeguard the College's interests and maintain compliance with federal, state, and local requirements. On June 24, 2024, the President approved a contract with O'Hanlon, Demerath & Castillo (ODC), as allowed by Policy BCC, with an initial term of six (6) months and automatic renewals for successive six (6) month periods. The contract is now presented for Board approval to provide advice and representation until terminated by either party by providing thirty (30) days advance written notice to the other party. This item was presented at the January 27, 2026 Board Meeting, and the item was discussed, but no action was taken. Further discussion would include the potential issuance of an RFQ for legal services.
Funding	Funds for this expenditure are budgeted in the Legal Services budget for FY 2025 – 2026.
Enclosed Documents	Appendix A – Agreement for Legal Services Appendix B – Matrix of Legal Services Appendix C - Policy BCC Board Internal Organization: Attorney Appendix D – Timeline for Legal Services for ODC
Staff Resource	Dr. Ricardo J. Solis, President Mary Del Paz, Vice President for Finance and Administrative Services
Recommendation	The Committee recommends Board approval of legal services agreement with O'Hanlon, Demerath & Castillo (Austin, TX).

LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“Agreement”) is entered into and made effective as of [Effective Date] (“Effective Date”) by and between:

South Texas College (“College”), a political subdivision of the State of Texas, with administrative offices located at 3201 W. Pecan Blvd., McAllen, Texas 78501; and

O’Hanlon, Demerath & Castillo (“Firm”), with its principal place of business at 808 West Ave., Austin, Texas 78701. The Firm also maintains offices in Fort Worth, Texas; San Antonio, Texas; Pharr, Texas; and Edinburg, Texas.

The College and the Firm may be referred to individually as a “Party” and collectively as the “Parties.”

1. Engagement and Scope of Services

1.1 Engagement. The College engages the Firm to provide legal services as requested by the College from time to time, and the Firm accepts such engagement, subject to the terms of this Agreement and applicable rules of professional conduct.

1.2 Scope. Services may include legal advice, research, drafting, negotiation, representation, administrative proceedings, litigation services, and other related legal services as specifically requested and authorized by the College (each, an “Authorized Matter”).

The Firm agrees to perform legal services which includes, but is not limited to, the following as appropriate and required:

- Providing legal counsel and guidance to the Board of Trustees and administrative staff on such matters as:
 - ⇒ Employment law (Title IX federal regulations, review of practices regarding federal laws on discrimination, retaliation, equal opportunity, veterans employment preference, human resources development)
 - ⇒ Personnel matters
 - ⇒ Drafting, Advising, Reviewing, and Updating of Personnel and Non-Personnel Policies
 - ⇒ Procurement procedures and contracts (interpretation of procurement law and review of certain contracts, development of a standardized contract form for most services the College solicits to be included as part of the RFP or RFQ document) and contract compliance
 - ⇒ Texas Open Meetings Act
 - ⇒ Texas Public Information Act
 - ⇒ Public Information Request Responses
 - ⇒ Construction contracts

- ⇒ IRS examinations
- ⇒ Intellectual Property
- ⇒ State and International Matters and Engagements
- ⇒ Litigation representation (or outsource, separate contract if necessary)
- ⇒ General higher education matters including, but not limited to, tort and civil liabilities
- ⇒ Elections
- ⇒ Tax Abatement Agreements
- ⇒ Real Estate (or outsource, separate contract if necessary)
- ⇒ Land Use, Environmental, Health and Safety
- ⇒ Family Educational Rights and Privacy Act (FERPA)

- Additional legal counsel services and advising as requested and authorized by the President.
- If needed for a specific item, attend Board and Committee meetings and advise Board members, Committee members, and Administration, as appropriate and required.

1.3 Authorization; Primary Contacts.

- (a) The College will designate an authorized representatives (the “College Representatives”) who may request services, approve staffing, and approve expenses as described in this Agreement.
- (b) The Firm’s primary contact for the College will be: Benjamin Castillo (or designee).
- (c) The Firm will not undertake a new Authorized Matter or materially expand the scope of an existing matter without request/authorization from the College Representative (email sufficient).

1.4 No Guarantee. The Firm makes no promise or guarantee regarding outcomes.

2. Term; Automatic Renewal

2.1 Initial Term. This Agreement begins on the Effective Date and continues for one (1) year (the “Initial Term”).

2.2 Automatic Renewal. This Agreement will automatically renew for successive one (1) year terms (each a “Renewal Term”) unless either Party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term.

3. Fees; Hourly Rates; Billing

3.1 Hourly Rates. The College will pay the Firm for time actually and reasonably spent on Authorized Matters at the following hourly rates:

- Attorney: \$250.00 per hour
- Paralegal / Legal Assistant: \$90.00 per hour

3.2 No Other Rates Without Written Amendment. No other rates apply unless the Parties execute a written amendment signed by authorized representatives of both Parties.

3.3 Billing Increments. Time will be billed in 0.1 hour (six-minute) increments.

3.4 Invoices; Detail. The Firm will submit invoices monthly (unless otherwise agreed) and each invoice will include, at a minimum: matter name/number, date, timekeeper name and role, task description, time billed, rate, and total charges.

3.5 Payment Terms. The College will pay properly submitted, undisputed invoices in accordance with College payment procedures, typically within net thirty (30) days of receipt of a proper invoice.

3.6 Disputed Charges. The College may dispute an invoice by providing written notice identifying the disputed items within thirty (30) days of receipt. The College will pay undisputed amounts while the Parties work in good faith to resolve disputed amounts.

4. Expenses and Costs

4.1 Reimbursable Expenses. The College will reimburse the Firm for reasonable and necessary out-of-pocket expenses incurred for Authorized Matters (e.g., filing fees, service of process, deposition transcripts), provided such expenses are (i) documented, and (ii) allowed under College policies and applicable law.

4.2 Pre-Approval Threshold. The Firm must obtain written pre-approval (email sufficient) from the College Representative before incurring any single expense over \$500.00 or any non-routine expense.

4.3 No Markup. Reimbursable expenses will be billed at cost with no surcharge or markup unless expressly approved in writing.

5. Staffing and Supervision

5.1 Appropriate Staffing. The Firm will staff matters efficiently using appropriately qualified personnel and will supervise all work performed for the College.

5.2 No Delegation That Creates Conflicts. The Firm will not delegate work in a manner that creates a conflict of interest or violates ethical duties.

6. Conflicts of Interest

6.1 Conflicts; Other Governmental Clients. The Firm acknowledges and discloses that it may represent, now or in the future, other governmental entities, public bodies, or related organizations with which the College conducts business in the region. The Firm will perform appropriate conflict checks for each Authorized Matter and will promptly notify the College in writing if the Firm becomes aware of an actual or potential conflict of interest relating to the Firm's representation of the College. Where required or appropriate under applicable rules of professional conduct, the Firm will request the College's informed written consent before proceeding, and the Firm will not undertake or continue representation where the conflict cannot be waived or otherwise ethically managed.

6.2 Ongoing Duty to Update. The Firm will promptly notify the College Representative in writing upon learning of any actual or potential conflict arising during the term and will comply with applicable conflict-waiver requirements.

7. Confidentiality; Privilege; Public Information

7.1 Confidentiality. The Firm will maintain the confidentiality of all non-public College information obtained in connection with services under this Agreement and will use such information only to provide services to the College.

7.2 Attorney-Client Privilege / Work Product. The Parties intend that communications seeking or providing legal advice are privileged and protected to the fullest extent permitted by law. The Firm will take reasonable measures to preserve privilege and confidentiality.

7.3 Open Records / Public Information Requests. The College may be subject to public information/open records laws. If the Firm receives a request, subpoena, or demand for College records or information relating to an Authorized Matter, the Firm will promptly notify the College Representative (unless legally prohibited) and cooperate as reasonably requested.

8. File Ownership; Work Product; Return of Materials

8.1 Client File. Subject to ethical obligations and applicable law, the College owns the client file for Authorized Matters.

8.2 Return/Transfer. Upon request or upon termination, the Firm will reasonably cooperate in transferring the client file to the College or successor counsel.

8.3 Retention of Copies. The Firm may retain copies consistent with professional responsibility rules and record retention practices, provided confidentiality is maintained.

9. Independent Contractor

The Firm is an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, or joint venture between the Parties.

10. Sovereign Immunity; No Waiver

Nothing in this Agreement is intended to waive, and shall not be construed as waiving, any immunity, defense, or limitation of liability available to the College under applicable law. Any waiver must be express and cannot be implied.

11. Termination

11.1 Termination for Convenience. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party.

11.2 Obligations Upon Termination. Upon termination, the College will pay for legal services properly performed through the effective date of termination at the rates stated herein, plus approved reimbursable expenses incurred through that date.

11.3 Transition Assistance. The Firm will reasonably cooperate to transition matters to the College or successor counsel, consistent with professional obligations.

12. Notices

All notices required or permitted under this Agreement must be in writing and delivered by hand, certified mail (return receipt requested), or email (with confirmation of receipt) to the addresses below (or to any updated address provided by written notice in accordance with this section).

Notices to the College:

South Texas College
Attn: Office of the President
3201 W. Pecan Blvd.
McAllen, Texas 78501

Notices to the Firm:

O'Hanlon, Demerath & Castillo
Attn: Benjamin Castillo
808 West Ave.
Austin, Texas 78701
Email: bcastillo@808west.com

Notices are effective upon receipt.

13. Governing Law; Venue

This Agreement is governed by the laws of the State of Texas (without regard to conflict-of-law rules). Venue for any action related to this Agreement will be in [Hidalgo County, Texas] or another venue as required by applicable law.

14. Insurance

The Firm shall maintain, at its own expense, insurance coverage in the types and amounts required by the College for the performance of services under this Agreement, including without limitation professional liability (errors and omissions) coverage, if required. Upon the College's request, the Firm shall furnish the College with certificates of insurance and/or other evidence of coverage reasonably acceptable to the College and shall provide updated evidence of coverage upon renewal or material change to such policies.

Attorney shall provide proof of professional liability insurance with coverage of not less than \$1,000,000 per occurrence.

15. Entire Agreement; Amendments; Severability; Counterparts

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter and supersedes prior negotiations or understandings.

15.2 Amendments. Any amendment must be in writing and signed by authorized representatives of both Parties.

15.3 Severability. If any provision is held unenforceable, the remainder will remain in effect.

15.4 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.

SIGNATURES

SOUTH TEXAS COLLEGE

By: _____

Name: Dr. Alejo Salinas

Title: Chair, Board of Trustees

Date: _____

O'HANLON, DEMERATH & CASTILLO

By: _____

Benjamin Castillo

Title: Shareholder

Date: _____

Legal Service Agreements

#	Service Type	Law Office of Javier Villalobos, P.C.	O'Hanlon, Demerath & Castillo
1	Attending Board and Committee meetings and advising Board members, Committee members, and Administration, as appropriate and required.	✓	✓
2	Providing legal counsel and guidance to the Board of Trustees and administrative staff on such matters as:		
	a Elections	✓	✓
	b Tax Abatement Agreements	✓	✓
	c Real Estate (or outsource, separate contract if necessary)	✓	✓
	d Procurement procedures and contracts (interpretation of procurement law and review of certain contracts, development of a standardized contract form for most services the College solicits to be included as part of the RFP or RFQ document) and contract compliance	✓	✓
	e Construction contracts	✓	✓
	f Litigation representation (or outsource, separate contract if necessary)	✓	✓
	g General higher education matters including, but not limited to, tort and civil liabilities	✓	✓
	h Employment law (Title IX federal regulations, review of practices regarding federal laws on discrimination, retaliation, equal opportunity, veterans employment preference, human resources development)		✓
	i Personnel matters		✓
	j Personnel and Non-Personnel Policies by drafting, Advising, Reviewing, and Updating		✓
	k Texas Open Meetings Act		✓
	l Texas Public Information Act		✓
	m Public Information Request Responses		✓
	n IRS examinations		✓
	o Intellectual Property		✓
	p State and International Matters and Engagements		✓
	q Land Use, Environmental, Health and Safety		✓
	r Family Educational Rights and Privacy Act (FERPA)		✓
3	If needed for a specific item, attend Board and Committee meetings and advise Board members, Committee members, and Administration, as appropriate and required.	✓	✓
4	Additional legal counsel services and advising as requested and authorized by the President.	✓	✓

BOARD INTERNAL ORGANIZATION
ATTORNEY

BCC
(LOCAL)

The Board shall retain an attorney or attorneys, as necessary, to serve as the College District's legal counsel and representatives in matters requiring legal services. Services to be performed and reasonable compensation to be paid by the Board shall be set forth in a written contract between the Board and the attorney or attorneys.

Staff requests for legal advice from the College District's legal counsel shall be submitted through the College President or designee.

If engaged legal counsel recuses themselves from representing the College District on any matter, the College President is authorized to engage different legal counsel for that specific matter.

In addition, the College President is authorized to engage legal counsel services for specialized legal needs, or any other legal needs, after consultation with contracted legal counsel.

A report of legal advice received shall be presented to the Board when deemed appropriate by the administration or upon request of the Board.

Timeline for Legal Services O'Hanlon, Demerath & Castillo Law Firm (ODC)

Date	Item - Finance or Board	Action
6/11/24	Finance Committee	Update on Intent to Augment Legal Services due to contract cancellation with attorney handling Personnel matters in accordance with Policy BCC. The College was in the process of identifying a potential legal professional or firm. Will require President's approval only (No backup agreement included for ODC)
6/25/24	Board Meeting	Update on Intent to Augment Legal Services The College was in the process of identifying a potential legal professional or firm. Will require President's approval only (No Action – no backup agreement included for ODC)
7/11/24		Agreement for Legal Services with ODC signed by Dr. Solis was sent to Purchasing. No Board approval required since it will serve as a stopgap.
8/12/24	Finance Committee	Discussion and Action on Legal Services Approval of legal services with ODC for the initial term of six (6) months. <u>No action</u> was taken on this item, this item and questions were tabled <u>for further discussions by the Committee, so it is not on 8/2024 Board</u>
9/10/24	Finance Committee	Discussion and Action on Legal Services <u>No action</u> was taken, asked that entire Board be present for discussion, table this item This was ODC only (all services were included on the motion and Legal Representation Agreement)
9/24/24	Board Meeting	Not Included - Revised motion, but were advised by President not to include. <u>Board approval pending.</u> This was ODC only (all services were included on the motion)
1/13/26	Finance Committee	Review and Recommend Action on Legal Services Agreement with O'Hanlon, Demerath & Castillo for approval of agreement. <u>Committee took no action and asked that the item be deferred until January Board Meeting.</u> (Services were not included in the motion; the Legal Representation Agreement was included, but services were not included)
1/27/26	Board Meeting	Review and Recommend Action on Legal Services Agreement with O'Hanlon, Demerath & Castillo for approval of legal services agreement. <u>Board approval pending - This item was presented and discussed, but no action was taken. Further discussion would include the potential issuance of an RFQ for legal services.</u> (Services were not included in the motion; the Legal Representation Agreement was included, and services were included)

Revised 1/12/26

Presentation and Action as Necessary Regarding Acceptance of South Texas College Law Enforcement Racial Profiling Report for Calendar Year 2025

Purpose	To accept the South Texas College Law Enforcement Racial Profiling Report for Calendar Year 2025.
Justification	Pursuant to Texas Occupations Code 1701.164, TCOLE is required to collect incident-based data, including racial profiling reports based upon vehicle traffic stops, in accordance with the <u>Code of Criminal Procedure Article 2.131-2.138</u>. Chief administrators of law enforcement agencies must submit the racial profiling reports to their governing body, in addition to the Texas Commission on Law Enforcement (TCOLE). During calendar year 2025, the South Texas College Department of Public Safety conducted traffic stops within its jurisdiction in accordance with Texas Education Code section 51.203. This report is utilized by the state in any investigation of a complaint of racial profiling against a law enforcement agency. The South Texas College Department of Public Safety has received no racial profiling complaints.
Enclosed Documents	Appendix A – Racial Profiling Report for calendar year 2025 Appendix B – Comparative Analysis and Explanation of Report Statistics
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Ruben Suarez, Chief of Police for the Department of Public Safety
Recommendation	The Committee recommends Board acceptance of the South Texas College Law Enforcement Racial Profiling Report for Calendar Year 2025.

Racial Profiling Report | Full



Agency Name: SOUTH TEXAS COLLEGE D.P.S.
Reporting Date: 01/06/2026
TCOLE Agency Number: 215006

Chief Administrator: RUBEN SUAREZ

Agency Contact Information:
Phone: (956) 872-2589
Email: rsuarez8@southtexascollege.edu

Mailing Address:
2509 PECAN BLVD, MCALLEN, TX, 78501

This Agency filed a full report

SOUTH TEXAS COLLEGE D.P.S. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the SOUTH TEXAS COLLEGE D.P.S. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the SOUTH TEXAS COLLEGE D.P.S. if the individual believes that a peace officer employed by the SOUTH TEXAS COLLEGE D.P.S. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the SOUTH TEXAS COLLEGE D.P.S. who, after an investigation, is shown to have engaged in racial profiling in violation of the SOUTH TEXAS COLLEGE D.P.S. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The SOUTH TEXAS COLLEGE D.P.S. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Ray Gutierrez
Police Compliance Coordinator



Date: 01/06/2026

Total stops: 88

Street address or approximate location of the stop

City street	77
US highway	0
County road	0
State highway	1
Private property or other	10

Was race or ethnicity known prior to stop?

Yes	0
No	88

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	2
White	12
Hispanic / Latino	72

Gender

Female	48
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	1
White	7
Hispanic / Latino	38
Male	40
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	5
Hispanic / Latino	34

Reason for stop?

Violation of law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	79
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	2
White	11
Hispanic / Latino	64
Vehicle traffic violation	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	8
Was a search conducted?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	88
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0				
Contraband	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Probable	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Inventory	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Incident to arrest	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Was Contraband discovered?					
Yes	0				
		Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	0	Yes	0	No	0
White	0	Yes	0	No	0
Hispanic / Latino	0	Yes	0	No	0
No	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				

Description of contraband

Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	4

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	4
Written warning	49
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	2
White	7
Hispanic / Latino	38
Citation	35
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	5
Hispanic / Latino	30
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	88
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

- Use TCOLE's auto generated analysis ☐
- Use Department's submitted analysis ☐

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

South Texas College Department of Public Safety

2025 Racial Profiling Report Comparative Analysis

Traffic Stops			College Students		
Ethnicity	Population	Percentage	Ethnicity	Population	Percentage
Alaska/Native American/Indian	0	0.00%	Alaska/Native American/Indian	13	0.05%
Asian/Pacific Islander	2	2.27%	Asian/Pacific Islander	154	0.56%
Black	2	2.27%	Black	101	0.37%
White	12	13.64%	White	577	2.09%
Hispanic/Latino	72	81.82%	Hispanic/Latino	26,538	96.00%
Other	0	0.00%	Other	262	1.16%
Total	88	100.00%	Total	27,645	100.00%

No person has filed a complaint of racial discrimination for a traffic stop since the department's inception in 2012.

Ruben Suarez

Chief of Police for the South Texas College Department of Public Safety

South Texas College Department of Public Safety

Explanation of Report Statistics

Additional information on the Racial Profiling Report is as follows:

- Race or Ethnicity known prior to stop

Traffic stops are conducted when a police officer observes an infraction and pulls over the vehicle to speak with the driver. Since infractions are normally observed when the police officer is behind the vehicle committing the infraction, the police officer is unaware of the ethnicity of the driver until the driver is approached.

The example of how to file a Racial Profiling Report on the Texas Commission on Law Enforcement (TCOLE) website shows a zero in the section to identify traffic stops in which the officer was aware of the ethnicity of the driver before the traffic stop was made. South Texas College police officers receive training in traffic stops and the racial profiling prohibition. The statistics of those who are stopped by South Texas College police documents that the ethnicity is in line with the population of the college and the Rio Grande Valley and that there is no racial profiling being conducted.

- Search Conducted:

There were no searches conducted during any traffics stops for the calendar year 2025.

Texas state law requires police officers to take action when they observe a danger to the public. The traffic stops on city streets were conducted when the officer's observed violations that were a threat to the safety of the public, including driving to endanger and proceeding through red lights when required to stop. The traffic stops are as follows:

Description	Year 2024 Stops Conducted	Year 2025 Stops Conducted
Stops conducted adjacent to campuses on streets paralleling the campus to address safety threats to students	116	42
Stops conducted on entering/ leaving campuses - driving infractions on college property	9	19
Stops conducted on public roadways where violations posted a liable danger to public safety	21	27
Total	146	88

Traffic stops are being conducted to proactively keep students, faculty, staff, and visitors safe. Below is a breakdown of the stops conducted by the different categories as follows:

Description	Year 2024 Stops Conducted	Year 2025 Stops Conducted
Red Light	15	31
Speeding	52	6
Turned Where Prohibited	19	9
Failure to Stop/ Stop at Sign	2	11
Unsafe Lane Change	-	4
Failed to Stop for a School Bus	1	-
Failure to Yield – Crosswalk / Intersection	14	3
Driving w/o Lights when Lights are Required	6	5
Obstructed or/ No License Plate Displayed	2	1
Stopping, Standing, Parking Prohibited in Certain Places	2	1
Expired License Plates	15	2
Unsafe Speed	3	2
Failure to Stop at Designated Point	1	-
Operating an Unregistered Vehicle	1	-
Parked in Handicap	8	8
Parked in Fire Lane	-	1
Deflective Equipment	3	1
Improper Left Turn	-	1
Following to Close	1	-
Crossing a Business	1	-
Child Unrestrained	-	2
Total	146	88

Update and Discussion on Revisions to FY 2025 – 2026 Employee Staffing Plan Approved by College President

Purpose	To provide an update on revisions to vacant or filled position(s) that were approved by the President in accordance with Policy DEA (Local) Compensation and Benefits: Compensation Plan.
Justification	The revisions were initiated by College Administrators and approved by the College President. They are based on assessments of the position's duties, responsibilities, and the needs and objectives of the College department. These revisions are deemed critical and include changes on title and for pay grades, as appropriate to the position's duties, and are effective in the month in which the President's approval was received. The placement and rationale of the reclassified position(s) are included in Appendix A.
Enclosed Documents	Appendix A – Reclassification of Filled or Vacant Non-Faculty Positions with Title Changes, Pay Grade Revisions, and/or Salary Adjustments and Organization Changes, Policy DEA (Local), Job Descriptions and Organizational Charts
Funding	Funds for these reclassifications are available in the FY 2025 – 2026 salary budget, and the net effect on the FY 2025 – 2026 Salary Budget and Unrestricted Fund Budget is zero.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Alicia Correa, Director - Benefits and Compensation
Recommendation	No action is required from the Committee. This item is presented for information only.



#	Cost Center/ Program Name & Code Changes	Title Position #	Current Classification & Pay Grade	Proposed Classification & Pay Grade	Current Budget	Adjustment Amount	New Amount	Less Funding Source	Impact to Budget	Funding Source	Rationale
Vice President for Institutional Advancement and External Affairs (1)											
1	Foundation CC00070 to Institutional Advancement CC00003	Organization Change for Project Manager - Events Vacant P001416	Executive Administrative Professional 4	(same)	\$ 62,236	\$ -	\$ 62,236	\$ -	\$ -	N/A	•By aligning this role with the division’s cost center, the position will be more effectively utilized to support division-wide initiatives and major institutional events. This change allows the entire division to collaborate with and benefit from the Project/Event Manager’s expertise. In addition to supporting key advancement priorities, the position will assist with large-scale college events such as Convocation and Commencement, as well as other high-impact annual events.
Total for Vice President for Institutional Advancement and External Affairs					\$ 62,236	\$ -	\$ 62,236	\$ -	\$ -		
Vice President for Academic Affairs and Economic Development (2)											
2	Division of Math, Science, Information Technology & Bachelor Programs CC00020 to Academic Affairs & Economic Development CC00006	Title & Organization Change for Science Lab Safety Compliance Manager to Instructional Lab Safety Manager Vacant P003129	Executive Administrative Professional 3	(same)	\$ 59,713	\$ -	\$ 59,713	\$ -	\$ -	N/A	•This position will transition from the MSITB Division to the Office of the Vice President and Provost for AAED. The Manager will work closely with the Environmental, Health, Safety, & Risk (EHSR) department to ensure compliance and safety across all instructional labs district-wide, rather than a limited subset. Responsibilities will include collaborating with EHSR on hazardous waste disposal record management, conducting safety trainings, performing lab inspections, and serving as a liaison for the AAED Division in matters related to instructional lab safety and compliance.
3	Division of Math Science Information Technology and Bachelor Programs CC00020 to Cybersecurity PG00033	Organization Change for Lab Technician Vacant P003150	Administrative Technical Support 3	(same)	\$ 40,695	\$ -	\$ 40,695	\$ -	\$ -	N/A	•This position is moving to the Cybersecurity department to assist with the Cybersecurity specialty labs due to no support staff available for the department.
Total for Vice President for Academic Affairs and Economic Development					\$ 100,408	\$ -	\$ 100,408	\$ -	\$ -		
Vice President for Finance and Administrative Services (1)											
4	Campus Police CC00045	Pay Grade and Salary Adjustment for Police Lieutenant Vacant P101011	Executive Administrative Professional 7	Executive Administrative Professional 8	\$ 78,628	\$ 12,167	\$ 90,795	\$ (12,167)	\$ -	Safety and Security Overtime Pool CC00041	•This position assists the Chief of Police with administrative functions and management to ensure the efficiency and effectiveness of the overall operation of the Department of Public Safety within the college. In addition, placing this position at a higher pay grade is closer aligned with the current job market and other positions with similar responsibilities.
Total for Vice President for Finance and Administrative Services					\$ 78,628	\$ 12,167	\$ 90,795	\$ (12,167)	\$ -		
Vice President for Student Affairs and Enrollment Management (19)											
5	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Coordinator - Valley Promise Filled P001901	Executive Administrative Professional 2	(same)	\$ 52,280	\$ -	\$ 52,280	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
6	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Coordinator - Enrollment Marketing Services Vacant/Frozen P003233	Executive Administrative Professional 3	(same)	\$ 1	\$ -	\$ 1	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
7	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Financial Aid Vacant P002252	Administrative Technical Support 4	(same)	\$ 43,566	\$ -	\$ 43,566	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
8	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Financial Aid Filled P001844	Administrative Technical Support 4	(same)	\$ 45,302	\$ -	\$ 45,302	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.

South Texas College

Update on Reclassifications Approved by the President: Position Title Changes, Pay Grade Revisions, Salary Adjustments, FLSA Changes, and/or Organization Changes to Employee Staffing Plan

Filled and Vacant Positions

FY 2025 - 2026

#	Cost Center/ Program Name & Code Changes	Title Position #	Current Classification & Pay Grade	Proposed Classification & Pay Grade	Current Budget	Adjustment Amount	New Amount	Less Funding Source	Impact to Budget	Funding Source	Rationale
9	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Financial Aid Filled P001772	Administrative Technical Support 4	(same)	\$ 42,390	\$ -	\$ 42,390	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
10	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Vacant P101017	Administrative Technical Support 4	(same)	\$ 43,566	\$ -	\$ 43,566	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
11	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Vacant P101015	Administrative Technical Support 4	(same)	\$ 42,879	\$ -	\$ 42,879	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
12	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Filled P001926	Administrative Technical Support 4	(same)	\$ 40,310	\$ -	\$ 40,310	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
13	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Filled P002172	Administrative Technical Support 4	(same)	\$ 40,310	\$ -	\$ 40,310	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
14	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Filled P002133	Administrative Technical Support 4	(same)	\$ 41,558	\$ -	\$ 41,558	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
15	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Filled P002099	Administrative Technical Support 4	(same)	\$ 41,558	\$ -	\$ 41,558	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
16	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Filled P001853	Administrative Technical Support 4	(same)	\$ 42,806	\$ -	\$ 42,806	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
17	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Filled P003235	Administrative Technical Support 4	(same)	\$ 40,726	\$ -	\$ 40,726	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
18	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Filled P002004	Administrative Technical Support 4	(same)	\$ 42,806	\$ -	\$ 42,806	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
19	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Filled P000890	Administrative Technical Support 4	(same)	\$ 39,915	\$ -	\$ 39,915	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
20	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Filled P100999	Administrative Technical Support 4	(same)	\$ 41,101	\$ -	\$ 41,101	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.

South Texas College

Update on Reclassifications Approved by the President: Position Title Changes, Pay Grade Revisions, Salary Adjustments, FLSA Changes, and/or Organization Changes to Employee Staffing Plan

Filled and Vacant Positions

FY 2025 - 2026

#	Cost Center/ Program Name & Code Changes	Title Position #	Current Classification & Pay Grade	Proposed Classification & Pay Grade	Current Budget	Adjustment Amount	New Amount	Less Funding Source	Impact to Budget	Funding Source	Rationale
21	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Filled P101000	Administrative Technical Support 4	(same)	\$ 40,310	\$ -	\$ 40,310	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
22	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Filled P101001	Administrative Technical Support 4	(same)	\$ 39,915	\$ -	\$ 39,915	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
23	Office of Enrollment Services CC00026 to Student Affairs and Enrollment Management CC00022	Organization Change for Specialist - Recruiting Vacant P101002	Administrative Technical Support 4	(same)	\$ 42,879	\$ -	\$ 42,879	\$ -	\$ -	N/A	•Changes are necessary to accurately reflect the appropriate reporting cost center and program PG00303-Valley Promise.
Total for Vice President for Student Affairs and Enrollment Management					\$ 764,181	\$ -	\$ 764,181	\$ -	\$ -		

Vice President for Technology, Information & Planning Services (4)											
24	Institutional Research and Effectiveness CC00059 to Technology, Information, and Planning Services CC00049	Organization Change for Associate VP - Institutional Research and Planning Vacant P002907	Executive Administrative Professional 14	(same)	\$ 142,375	\$ -	\$ 142,375	\$ -	\$ -	N/A	•Until this position is filled, the Interim Vice President for TIPS will need to be the primary Financial Manager overseeing this position.
25	Educational Technologies CC000054 to Learning Commons and Open Labs CC00055	Position & Organization Transfer for Technician II - Educational Technologies Audio Visual Events Production to Technician - Open Lab Filled P001726 to P002912	Administrative Technical Support 3	(same)	\$ 43,243	\$ -	\$ 43,243	\$ -	\$ -	N/A	•Employee transferred into position P002912 Technician - Open Lab effective November 24, 2025. Position P001726 Technician II - Educational Technologies Audio Visual Events Production has been vacated. Please note that P002912 and P001726 are in the same pay grade.
26	Carl Perkins Basic FY25 GR00126 to Centers for Learning Excellence CC00060	Organization Change for Specialist - Learning Excellence Filled P002551	Administrative Technical Support 4	(same)	\$ 42,390	\$ -	\$ 42,390	\$ -	\$ -	N/A	•Position P101007 was requested in FY 25-26 staffing plan to institutionalize employee for FY 2025-2026. NOE completed for employee for FY 25-26 will be voided. Position P002551 (currently held by the employee) will replace position P101007 and will transition into a regular position to fully fund the employee's assignment. Adjusted amount of \$488.60 will be transferred to DW Pool under PG00268.
27	NTIA Grant (restricted fund) to Centers for Learning Excellence CC00060	Organization Change for Specialist - Learning Excellence Filled P001854	Administrative Technical Support 4	(same)	\$ 41,558	\$ -	\$ 41,558	\$ -	\$ -	N/A	•Position P002908 was requested in the FY 24-25 staffing plan to institutionalize the employee. NOE completed for the employee for FY 25-26 will be voided. Position P001854 (currently held by the employee) will replace position P002908 and will transition into a regular position to fully fund the employee's assignment. Adjusted amount of \$2,007.20 will be transferred to DW Pool under CC00060.
Total for Vice President for Technology, Information & Planning Services					\$ 2,096,288	\$ 24,334	\$ 2,120,622	\$ (24,334)	\$ -		

Total Request for All Divisions (27)	\$ 36,501
Less Funding from Savings of Existing Vacant Positions or Pools	(36,501)
Net Salary Budget Increase	\$ -

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

The College President shall recommend an annual compensation plan for all College District employees. [See also DEAA] The compensation plan may include wage and salary structures, stipends, benefits, and incentives. The recommended plan shall support College District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the College District. The Board shall also determine the total compensation package for the College President. [See BF series]

Pay Administration

The College President shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The College President or designee shall classify each job title within the compensation plan based on the qualifications, duties, and market value of the position.

Pay Increases

The College President shall recommend to the Board an amount for employee pay increases as part of the annual budget. The College President or designee shall determine pay adjustments for individual employees, within the approved budget following established procedures.

*Mid-Year Pay
Increases*

Contract
Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the College District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements]

Noncontract
Employees

The College President or designee may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment that warrants additional compensation or to address pay parity. The College President shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

The Board delegates to the College President the authority to close the worksite at any College District campus due to conditions that make travel to or habitation of the worksite a risk to employee health and safety, and to pay employees during this emergency closure whether or not the workdays are scheduled to be made up at a later date. An emergency closure is a closure induced by conditions such as, but is not limited to, inclement weather or natural disasters. During an emergency closure, employees who have the ability to work or who are working remotely will be required to do so.

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

**Gifts, Grants, and
Donations for Salary
Supplements**

The College District may accept gifts, grants, donations, or other considerations designated to be used as a salary supplement for an employee in accordance with Government Code 659.0201.

South Texas College Classification Description

Title: Project/Events Manager (Institutional Advancement and External Affairs)

Department: Fundraising and Foundation

Reports to: Executive Director - Foundation and External Affairs

Pay Grade: Executive Administrative Professional - 4

Salary Range: \$58,789.00 - \$86,369.00

Date: 01/26/2026

FLSA Status: Exempt

General Statement of Job

The Project/Events Manager – Institutional Advancement and External Affairs is responsible for the overall quality of direction, coordination, implementation, preparation and timely completion of projects and ad hoc assignments within the office of the Vice President for Institutional Advancement and External Affairs in accordance with its mission and goals.

Specific Duties and Responsibilities

Essential Functions:

1. Creates and executes full-scale project work plans and schedules as appropriate for the projects being initiated or managed by the office of the Vice President for Institutional Advancement and External Affairs.
2. Manages and assists with projects to ensure that implementation and prescribed activities are carried out in accordance with specified objectives.
3. Plans, schedules, manages and evaluates the day-to-day operation and execution of project tasks with a focus on meeting project commitment and target completion date.
4. Monitors and regulates the use of resources and assignment of personnel for the projects.
5. Tracks project deliverables and assures their quality.
6. Provides direction and support to project teams and office staff ensuring high levels of motivation, collaboration, and performance.
7. Prepares and coordinates the preparation of periodic and special reports, including monthly and weekly activity reports, financial reports, Institutional Effectiveness plans and reports, Board/Executive reports, division proposals and other reports as assigned.
8. Facilitates workflow and communication between offices and departments in the division and outside division, including disseminating information, tracking projects and assigned tasks, managing communications, evaluating feedback and coordinating division-wide events.

9. Leads and works in cross-functional project teams and task forces in addressing concerns, formulating solutions, implementing changes, and improving overall quality and service in the division and the college. e.g., Alumni program, Gala, etc.
10. Develops, implements, and maintains appropriate process concerning project administration.
11. Prepares monthly and annual progress reports and goals.
12. Assists in the maintenance of web pages to describe ongoing projects.
13. Assists internal and external staff with planning meetings, including preparing materials, documentation, monitoring status, and follow up.
14. Schedules and facilitates project team meetings.
15. Continually identifies, prioritizes, and mitigates project risks.
16. Prepares and presents oral and written reports.
17. Performs clerical, accounting, reporting and research duties.
18. Prepares flowcharts, process maps, timelines, trend analysis, and graphs to depict processes, historical data, and projects.
19. Identifies opportunities for business process improvements within project scope.
20. Performs other duties as assigned.

Required Education and Experience

1. Bachelor's Degree required; Master's Degree preferred.
2. At least three (3) years of experience related to the specified duties and responsibilities required.

Required Knowledge, Skills and Abilities

1. Excellent oral, written, presentation, and interpersonal communication skills.
2. Strong background in computers and office automation, including word processing, spreadsheets, database, Excel, PowerPoint and knowledge of the Windows environment.
3. Demonstrated knowledge in handling multiple projects, large budgets, making difficult decisions and implementing action plans in a cooperative yet responsive team environment to achieve desired goals.
4. Proven excellence in planning, decision-making and organization.
5. Ability to prioritize, organize, and complete multiple tasks with attention to detail, within stated deadlines.
6. Ability to work independently as well as a team player within department and with others.
7. Ability to adapt to constant change and periods of fast-paced, high-intensity work situations.
8. Ability to work evenings and/or weekends as needed; willing to travel throughout the college district using own means of reliable transportation.
9. Demonstrated commitment to achieving the vision and mission of South Texas College.
10. Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents.
11. Ability to write speeches and articles for publication that conform to prescribed style and format.

12. Ability to effectively present information and respond to inquiries from executive management, faculty, staff, public groups, regulatory agencies, and/or Board of Trustees.
13. Ability to define problems, collect data, establish facts, and draw valid conclusions.
14. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.
15. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Checks, Certificates, Licenses, and Registrations

1. Security Sensitive position: All applicants are subject to a criminal background check under South Texas College policy.
2. In addition, subject to a federal background check.
3. Must have or qualify for a valid Texas driver's license and proof of liability insurance.

Physical Requirements

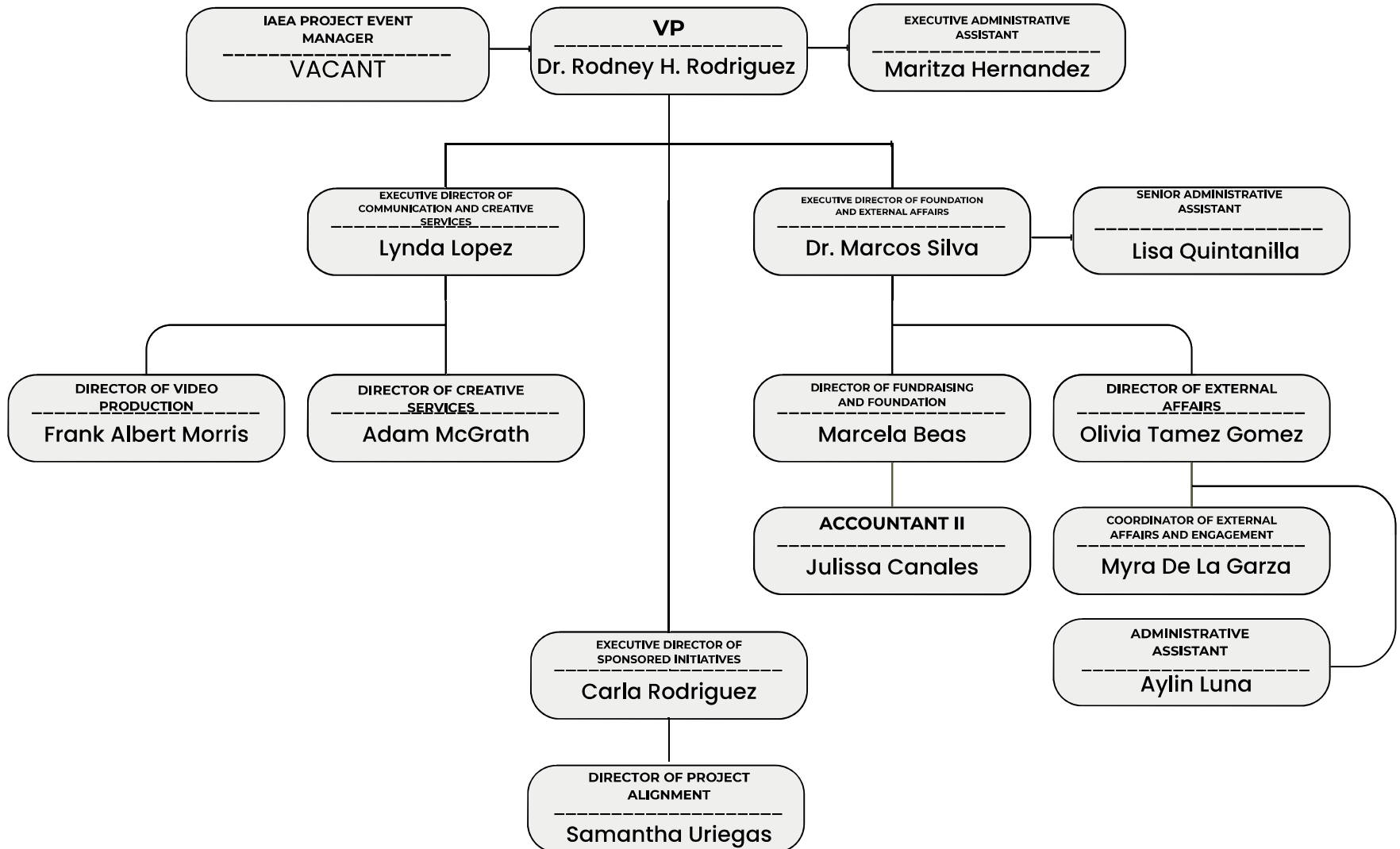
1. Exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
2. Bending the body downward and forward by bending leg and spine.
3. Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.
4. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
5. Applying pressure to an object with the fingers and palm.
6. Perceiving the nature of sounds at normal speaking levels with or without correction.
7. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
8. Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. Occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
9. Ability to make rational decisions through sound logic and deductive processes.
10. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
11. Standing particularly for sustained periods of time.
12. Bending body downward and forward by bending spine at the waist. Occurs to a considerable degree and requires full motion of the lower extremities and back muscles.
13. Close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading, including color, depth perception, and field vision.
14. Mobility to accomplish tasks, particularly for long distances or moving from one work site to another.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

South Texas College does not discriminate or tolerate discrimination against any employee, applicant for employment, student, or applicant for admission on the basis of race, color, national origin, ethnicity, religion, age, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, parental status, disabilities, genetic information, veteran status, or any other protected category under applicable local, state, or federal law. Conduct that excludes participation, denies benefits or subjects others to discrimination is prohibited. The College complies with all applicable policies and state and federal legislation in order to combat discrimination.

INSTITUTIONAL ADVANCEMENT & EXTERNAL AFFAIRS ORGANIZATIONAL CHART



South Texas College

Classification Description

Title: Instructional Lab Safety Manager

Dept: Academic Affairs & Economic Development Division

Reports to: Academic Operations Officer

Pay Grade: EAP 3

Salary Range: \$53,445.00 - \$78,518.00

Date: 1/07/2026

FLSA Status: Exempt

General Statement of Job

The Instructional Lab Safety Manager collaborates with department chairs and the Environmental, Health Safety and Risk (EHSR) Department, to successfully develop, implement and evaluate safety procedures, programs, functions, and activities inside the instructional laboratories. Conducts in person inspections of all instructional labs across the district. Assists and provides guidance with day-to-day coordination and safety compliance in accordance with the federal, state, local, and institutional regulatory requirements, policies, standards, and procedures. Serves as the liaison for the Academic Affairs and Economic Development Safety Committee and serves as the liaison for the division with the College Hazardous Safety lead.

Specific Duties and Responsibilities

Essential Functions:

1. Ensures compliance with federal, state, local, and institutional regulations.
2. Responsible for managing, implementing and evaluating safety of procedures, programs, functions, and activities.
3. Facilitates worker safety training programs for instructional labs; collaborates with the Environmental, Health Safety and Risk (EHSR) to provide continuous trainings for all laboratory employees.
4. Serves on College Safety Committee.
5. Works with Lab personnel and EHS personnel to maintain and revise the Laboratory Safety Manual annually, and ensures faculty and staff acknowledge and comply with the manual.
6. Collaborates with EHSR to conduct trade specific safety trainings related to, but not limited to, Hazard Communication, Resource Conservation Recovery Act (RCRA), HAZWOPER, Chemical Spills Emergency Operation, etc.
7. Works with EHSR personnel to develop and update Lab Safety protocols.
8. Works with Lab personnel and EHS personnel to develop safety and compliance trainings.
9. Conducts safety audits of instructional laboratory prep rooms, chemical storage rooms, and chemical/biological waste rooms division-wide and reports findings and recommendations to department chair.
10. Collaborates with EHSR to ensure compliance with regulations set by the Environmental Protection Agency (EPA), Texas Commission of Environmental Quality (TCEQ), and the Texas Department of State Health Services (TDSHS).

11. Collaborates with EHSR for record management related to waste disposal, trainings, and inspections.
12. On an annual basis, inspects Dual Credit lab safety measures and reports findings and appropriate recommendations to dean, department chair, and dual enrollment office.
13. Collaborates with Fire and Life Safety Manager and EHSR Manager to ensure engineering controls and life safety equipment are inspected annually.
14. Works with Lab personnel to ensure chemical inventory records are updated on a regular basis and records retained as required by federal and state regulations.
15. Reviews laboratory risk assessments and works with EHSR personnel to ensure any facility related needs are available.
16. Works with department chairs to ensure all lab personnel receive proper training and authorization prior to operating equipment or handling hazardous chemicals.
17. Reviews, investigates and recommends courses of action for instructional Lab safety incidents.
18. Responds to instructional lab related emergencies, as needed.
19. Uses the College's work order system (CMMS) to create and track work orders.
20. Travels throughout the college district as needed.
21. Performs other duties as assigned.

Required Education and Experience

1. Bachelor's Degree required; Master's Degree preferred.
2. At least three (3) years of experience in laboratory setting, preferred.
3. Occupational Safety and Health Administration (OSHA) certification, preferred.

Required Knowledge, Skills and Abilities

1. Excellent oral, written and interpersonal communication skills.
2. Strong computer skills with knowledge of Microsoft Office including, but not limited to, Word, Excel, PowerPoint, and Outlook, the Windows environment, and internet research skills.
3. Demonstrated knowledge and understanding of safety government regulations.
4. Ability to prioritize, organize, and complete multiple tasks with attention to detail, within stated deadlines.
5. Ability to work independently as well as a team player within department and with others.
6. Ability to work evenings and/or weekends as needed.
7. Ability to travel throughout the district daily; must be insurable under South Texas College's insurance policy for driving.
8. Demonstrated commitment to achieving the vision and mission of South Texas College.
9. Ability to write routine reports and correspondence.
10. Ability to speak effectively before groups of students or employees of the organization.

Checks, Certificates, Licenses, and Registrations

1. All applicants are subject to a criminal background check under South Texas College policy.
2. Security Sensitive position: In addition, subject to federal background check.
3. Must have a valid Texas driver's license.
4. Occupational Safety and Health Administration (OSHA) certification, preferred.

Physical Requirements

1. Exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
2. Perceiving the nature of sounds at normal speaking levels with or without correction.
3. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
4. Ability to make rational decisions through sound logic and deductive processes.
5. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
6. Standing particularly for sustained periods of time.
7. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
8. Shouting in order to be heard above ambient noise level.
9. Close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading. Including color, depth perception, and field vision.
10. Visual acuity to determine the accuracy, neatness, and thoroughness of the work assigned or to make general observations of facilities or structures.
11. Close visual acuity to perform an activity such as: visual inspection involving small defects, small parts, operation of machines; using measurement devices; and/or assembly or fabrication parts at distances close to the eyes.

Work Environment:

1. While performing the duties of this job, the employee is occasionally exposed to fumes or airborne particles; toxic or caustic chemicals; outside weather conditions; and risk of electrical shock.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

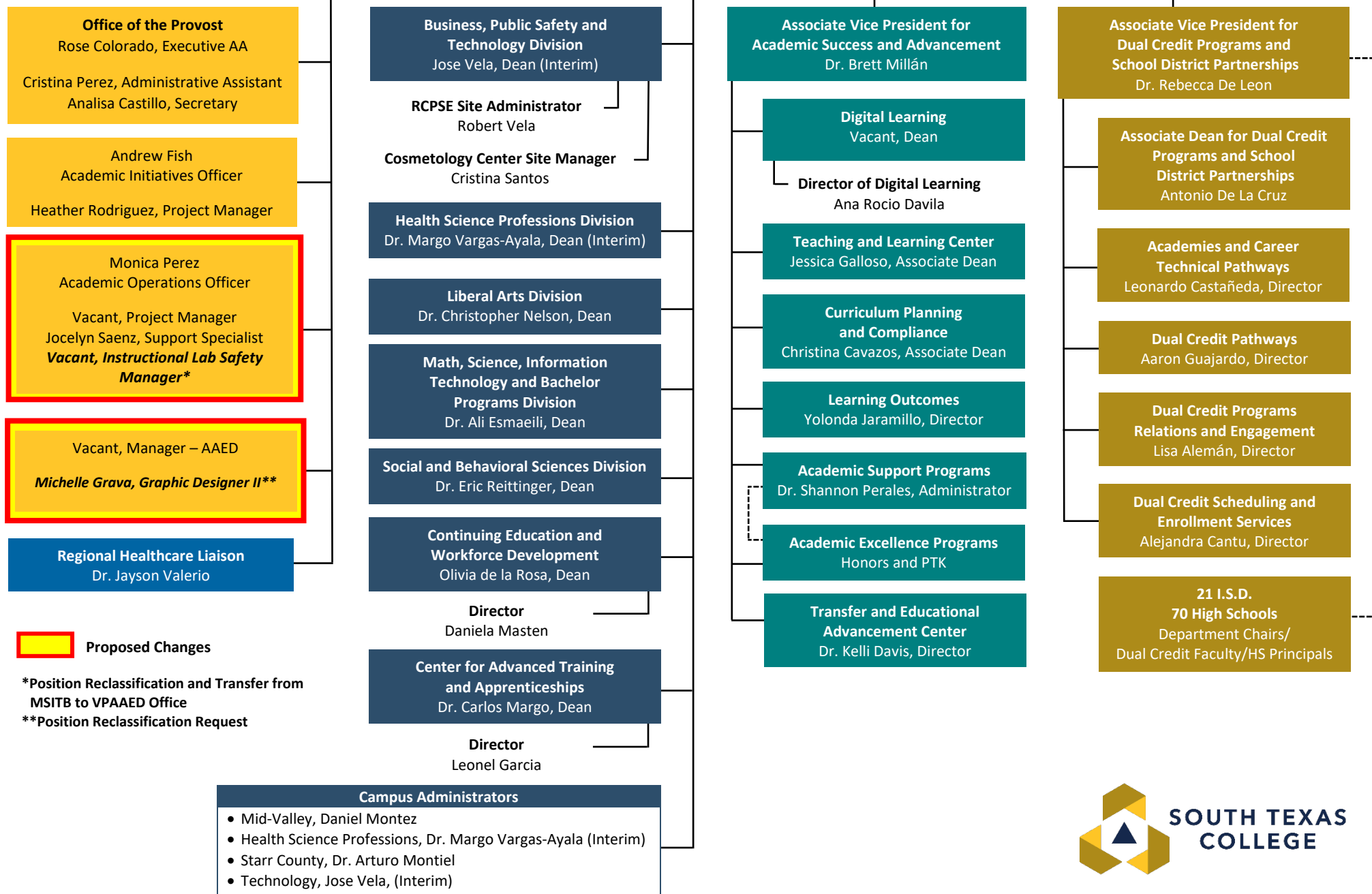
Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

South Texas College does not discriminate or tolerate discrimination against any employee, applicant for employment, student, or applicant for admission on the basis of race, color, national origin, ethnicity, religion, age, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, parental status, disabilities, genetic information, veteran status, or any other protected category under applicable local, state, or federal law. Conduct that excludes participation, denies benefits or subjects others to discrimination is prohibited. The College complies with all applicable policies and state and federal legislation in order to combat discrimination.

Division of Academic Affairs and Economic Development

Dr. Anahid Petrosian, Vice President and Provost

Organizational Chart 2025-2026



Updated: January 9, 2026

South Texas College Classification Description

Title: **Lab Technician**
Dept: Cybersecurity Program
Reports to: Department Chair
Pay Grade: Administrative Technical Support - 3
Salary Range: \$36,920.00 - \$52,021.00
Date: 01/21/2026

FLSA Status: Non-Exempt

General Statement of Job

The Lab Technician assists instructors and students in use of computer hardware and software and computer labs with Cybersecurity program.

Specific Duties and Responsibilities

Essential Functions:

1. Provides routine maintenance of all computer labs within the department.
2. Maintains, updates, and troubleshoots student computer labs, ensuring systems remain functional both in and out of the college's network.
3. Assists instructors and students in the use of lab equipment and software.
4. Maintains inventory of all equipment in faculty/staff offices and departmental classrooms.
5. Assist with obtaining quotes for technology purchases.
6. Communicates and maintains cooperative relationships with students, staff, and faculty in an effective manner.
7. Performs other duties as assigned.

Required Education and Experience

1. To qualify, one of the following must be met:
 - Associate's degree
 - A minimum of 60 earned college hours; computer related field preferred.
2. At least one (1) year of experience working in a computer lab setting preferred.

Required Knowledge, Skills and Abilities

1. Excellent oral, written and interpersonal communication skills.
2. Strong computer skills with knowledge of Microsoft Office including, but not limited to, Word, Excel, PowerPoint, and Outlook, the Windows environment, and internet research skills.
3. Networking knowledge with personal computers and operating systems: Windows, TCP/IP, and SMTP.
4. Familiarity with computer lab equipment and various educational software.

5. Ability to prioritize, organize, and complete multiple tasks with attention to detail, within stated deadlines.
6. Ability to work evenings and/or weekends as needed; willing to travel throughout the college district using own means of reliable transportation.
7. Demonstrated commitment to achieving the vision and mission of South Texas College.
8. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
9. Ability to write routine reports and correspondence.
10. Ability to speak effectively before groups of students, staff and faculty.
11. Ability to apply practical understanding to carry out instructions furnished in written, oral, or diagram form.
12. Ability to deal with problems involving several concrete variables in standardized situations.

Checks, Certificates, Licenses, and Registrations

1. Security Sensitive position: All applicants are subject to a criminal background check under South Texas College policy.
2. Must have or qualify for a valid Texas driver's license and proof of liability insurance.

Physical Requirements

1. Exerting up to 20 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
2. Bending the body downward and forward by bending leg and spine.
3. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
4. Perceiving the nature of sounds at normal speaking levels with or without correction.
5. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
6. Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. Occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
7. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
8. Standing particularly for sustained periods of time.
9. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
10. Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading. Including color, depth perception, and field vision.
11. Have close visual acuity to perform an activity such as: visual inspection involving small defects, small parts, and operation of machines; using measurement devices; and/or assembly or fabrication parts at distances close to the eyes.
12. Mobility to accomplish tasks, particularly for long distances or moving from one work site to another.

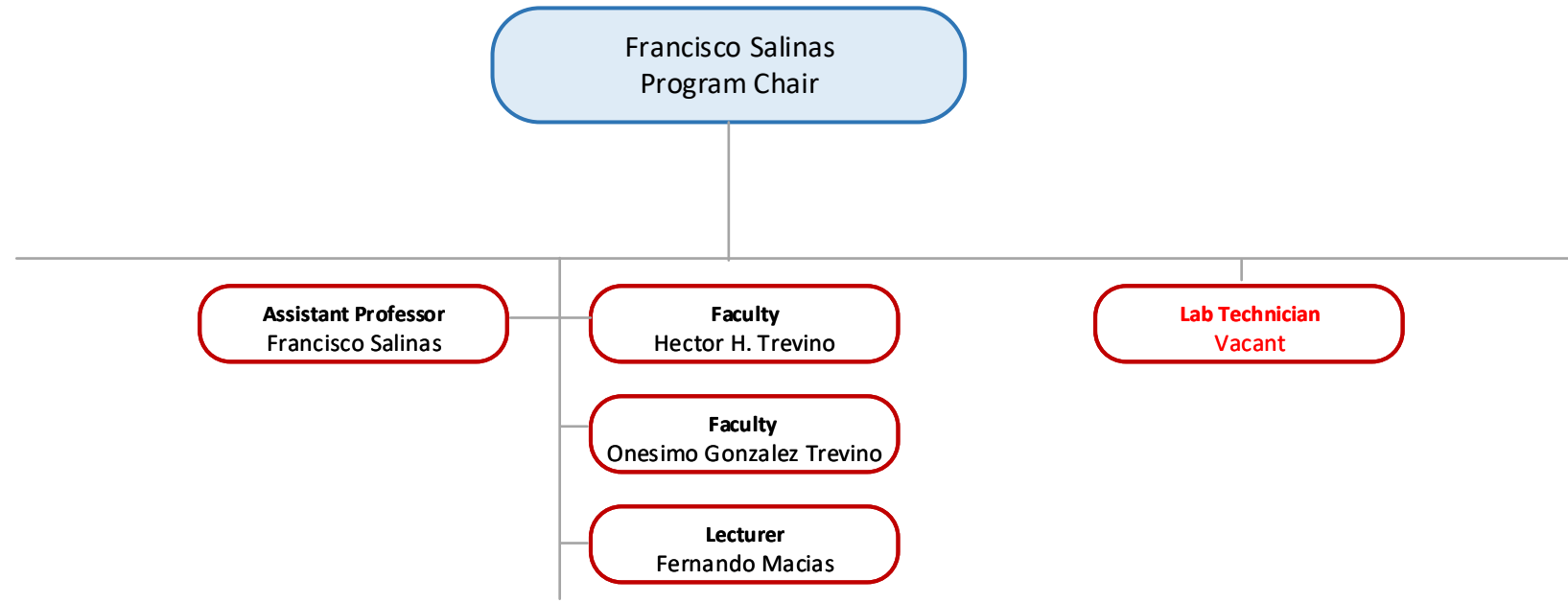
The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

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Division of Math, Science, IT & Bachelor Programs Cybersecurity Program



South Texas College Classification Description

Title: Police Lieutenant

Dept: Campus Police

Reports to: Chief of Police

Pay Grade: Executive Administrative Professional (EAP-7)

Salary Range: \$77,298.00 - \$113,561.000

Date: 9/3/2025

FLSA Status: Exempt

General Statement of Job

The Police Lieutenant assists the Chief of Police in providing a safe learning environment for students, faculty, and staff at South Texas College. The Police Lieutenant supervises police sergeants, dispatch supervisor, and assists in managing emergency situations that occur on college property. The Police Lieutenant is responsible for the department's overall conformance with the Texas Commission on Law Enforcement (TCOLE) requirements, completing periodic reports, and performing various personnel related functions such as scheduling work, granting time off, and conducting formal performance evaluations.

Specific Duties and Responsibilities

Essential Functions:

1. Supervises police sergeants, dispatch supervisor, and other department personnel and ensures adherence to college policies and procedures related to the safety and security of the students and employees; ensures that police officers on all shifts are making their rounds and carrying out their assigned duties.
2. Oversees mandated and professional training for police personnel and ensures that required TCOLE training is completed.
3. Serves as a positive example to police officers; provides them guidance in Texas law and explains department procedures as well as college policies and procedures.
4. Projects a positive image of the STC Department of Public Safety by maintaining pleasant and professional demeanor with students, employees, and visitors. Gives directions, renders assistance, and provides information as requested.
5. Ensures that department personnel perform in a professional manner during all law enforcement work.
6. Reviews and approves a variety of police related reports prepared by police officers and other department staff.
7. Acquires and oversees the proper maintenance of the equipment needed for the overall operation of the department. Develops new approaches for operations and investigations.
8. Develops new approaches for operations and investigations.
9. Maintains contact with all police personnel to oversee investigation activities, provide mutual assistance during emergency situations and provide general information

- about department activities.
- 10. Receives and responds to inquiries from students, employees, other departments and the general public.
- 11. Assists with crime prevention, public education, and acts in collaboration with other community organizations.
- 12. Implements college district emergency preparedness plan including emergency evacuation plans, secures perimeters, coordinates fire, medical communication, utilities and other emergency services.
- 13. Provides Use of Force training to all police officers.
- 14. Stays abreast of laws, ordinances, etc., and maintains Texas peace officer licensure by obtaining proper bi-annual TCOLE mandated training.
- 15. Oversee police officers properly document information needed for the Racial Profiling Report.
- 16. Oversee body and patrol vehicle camera servers are properly maintained
- 17. Able to recognize when to distribute an emergency notification or a timely warning through the College Mass Notification System as required by the Clery Act.
- 18. Provides emergency medical treatment, including CPR/AED, and First Aid, until medical personnel arrive.
- 19. Assists the Chief of Police with other administrative duties pertaining to safety and security.
- 20. Serves as Campus Security Authority.
- 21. Performs other duties as assigned.

Required Education and Experience

- 1. Bachelor's Degree required.
- 2. Ten years (10) of direct commissioned police officer experience including at least four years (4) of supervisory and command-level responsibility required.
- 3. Experience in a college/university public safety or police department preferred.

Required Knowledge, Skills and Abilities

- 1. Supervisory experience in a related work environment required.
- 2. Must be willing to work various hours, rotating shifts, weekends and holidays, and be available for call back.
- 3. Ability to analyze situations quickly and objectively and to determine proper course of action.
- 4. Ability to cope with situations firmly, courteously, tactfully, and with respect for the rights of others.
- 5. Must have knowledge of applicable federal, state, and local laws as well as knowledge of college standard.
- 6. Ability to utilize computer technology to access data, maintain records, generate reports and communicate with others.
- 7. Must be trained to provide emergency medical treatment including CPR/AED.
- 8. Ability to read, analyze interpret professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of students, managers, faculty, staff, and the general public.
- 9. Ability to respond to and handle issues or problems that often require assessment and reasoning before approaching or determining a solution. Ability to analyze

various alternatives based on standards or approaches defined by the college and/or the appropriate laws of safety and security for the welfare of students, employees, and the general public. Ability to interpret a variety of instructions furnished in written, oral or diagram form.

Checks, Certificates, Licenses, and Registrations

1. Security Sensitive position: All applicants are subject to a criminal background check under South Texas College policy.
2. In addition, subject to a federal background check.
3. TCOLE (Texas Commission on Law Enforcement) licensure is required: U.S. Citizenship is required by TCOLE.
4. Must have valid and current Texas Peace Officer licensure.
5. Must have or qualify for a valid Texas driver's license and proof of liability insurance.
6. CPR certification required.
7. Applicants may be required to take a polygraph, physical examination, drug screening, and psychological assessment.

Physical Requirements

1. Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
2. Perceiving the nature of sounds at normal speaking levels with or without correction. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
3. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
4. Ability to make rational decisions through sound logic and deductive processes.
5. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
6. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
7. Shouting in order to be heard above ambient noise level.
8. Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading. Including color, depth perception, and field vision.
9. Have visual acuity to operate motor vehicles and/or heavy equipment.
10. Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.

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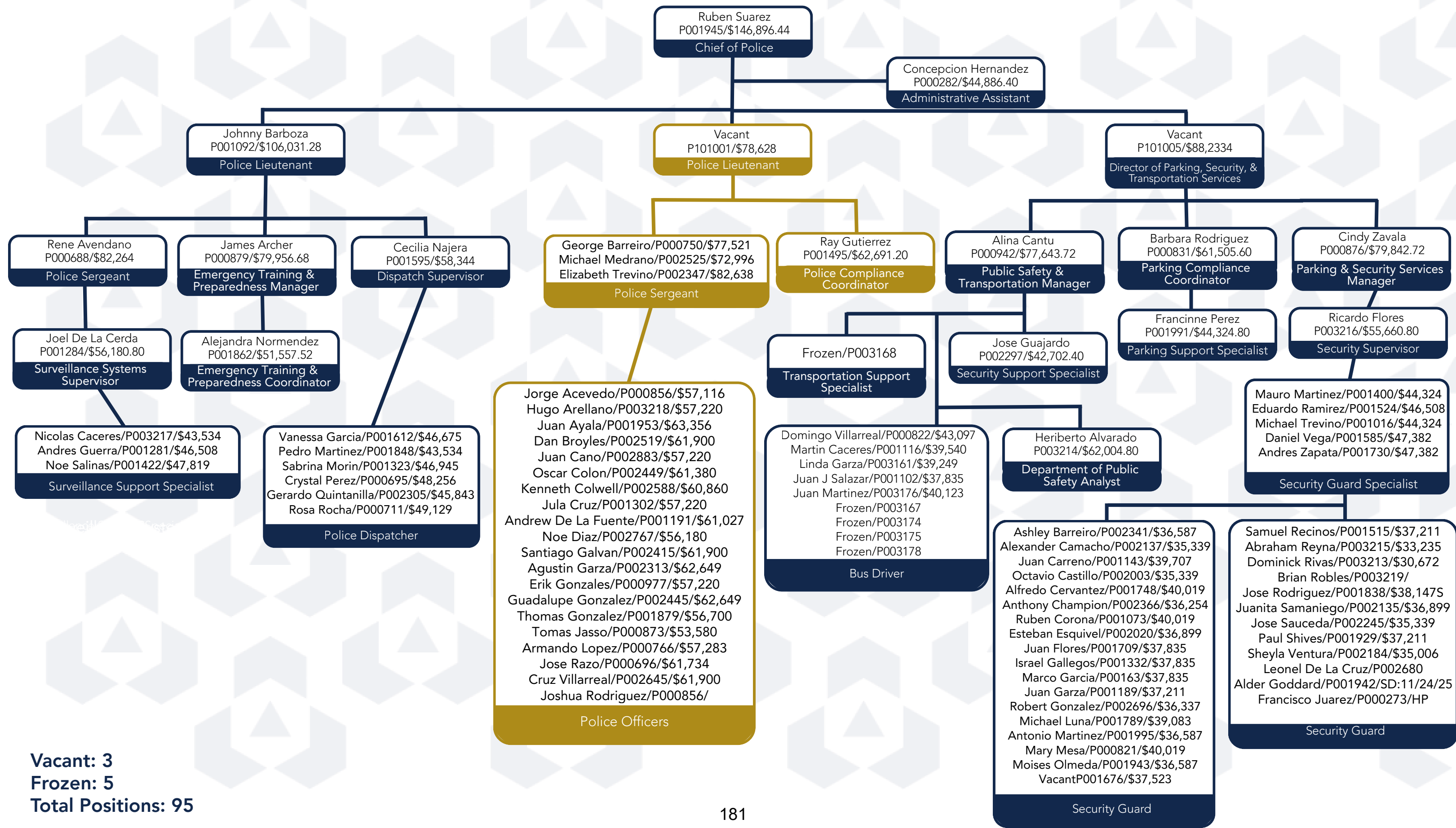
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Department of Public Safety

Organizational Chart



FY 2025 - 2026



South Texas College Classification Description

Title: Coordinator of Valley Promise

Dept: Valley Promise

Reports to: Director of Valley Promise

Pay Grade: Executive Administrative Professional (EAP-2)

Salary Range: \$47,507.00 – 69,794.00

Date: 10/27/2022

FLSA Status: Exempt

General Statement of Job

The Coordinator of Valley Promise develops, implements, and evaluates programming and initiatives that connect prospective students to the institution and builds a college-going culture. The Coordinator of Valley Promise oversees and supervises the Valley Promise Program, initiatives, and staff district wide.

Specific Duties and Responsibilities

Essential Functions:

1. Provides a positive, friendly and knowledgeable impression of the College utilizing excellent customer service.
2. Develops and implements procedures and practices in the recruitment, connection, and enrollment of prospective students.
3. Develops and coordinates student communication processes for prospective students.
4. Serves as student advocate to facilitate the enrollment process.
5. Oversees and coordinates recruitment initiatives and ensures recruitment deliverables and messaging align with college branding and marketing, including international recruitment.
6. Maintains and coordinates the College's Customer Relationship Management (CRM) strategic plan, including communication plans and tracking students through the student lifecycle.
7. Coordinates college bound programming for elementary schools and middle schools, including the Adopted Elementary College Bound initiative.
8. Coordinates, oversees, and evaluates summer programs, seminars/workshops, and campus visits for partner schools and organizations.
9. Coordinates and leads student communication initiatives via various channels, including chat, inbound and outbound telemarketing, email, and text.
10. Ensures compliance with laws, regulations and policies impacting recruitment and student communication.
11. Monitors phone queueing system for appropriate staffing, monitor call volume, and to report issues or outages.

12. Works with departments to streamline services for call escalation.
13. Coordinates off-campus enrollment events and activities, and works with College departments as needed.
14. Oversees the Student Ambassador Program and College Mentors based at partner high schools.
15. Oversees virtual services.
16. Interprets registration, admission, and program policies and procedures.
17. Conducts media interviews on behalf of the Division to promote enrollment.
18. Analyzes trends in recruitment, admission, and enrollment to provide statistical data and reports as needed.
19. Supervises Valley Promise staff district wide.
20. Travels throughout the college district, as needed.
21. Serves as Campus Security Authority.
22. Performs other duties as assigned.

Required Education and Experience

1. Bachelor's Degree required; Master's Degree preferred.
2. At least three (3) years of higher education experience preferred.

Required Knowledge, Skills and Abilities

1. Excellent oral, written, presentation, and interpersonal communication skills.
2. Strong computer skills with knowledge of Microsoft Office including, but not limited to, Word, Excel, PowerPoint, and Outlook, the Windows environment, and internet research skills.
3. Maintains familiarity with the College's programs, policies, procedures and academic standards.
4. Bilingual, English/Spanish.
5. Ability to work independently as well as a team player within department and with others.
6. Ability to work evenings and/or weekends as needed; willing to travel throughout the college district using own means of reliable transportation.
7. Demonstrated commitment to achieving the vision and mission of South Texas College.
8. Ability to read, analyze, and interpret professional journals, technical procedures, or governmental regulations.
9. Ability to write reports, business correspondence, and procedure manuals.
10. Ability to effectively present information and respond to questions from groups of students, faculty, staff, and the general public.
11. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
12. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Checks, Certificates, Licenses, and Registrations

1. All applicants are subject to a criminal background check under South Texas College policy.
2. Must have a valid Texas driver's license and proof of liability insurance.

Physical Requirements

1. Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
2. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
3. Perceiving the nature of sounds at normal speaking levels with or without correction.
4. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
5. Ability to make rational decisions through sound logic and deductive processes.
6. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
7. Sitting and standing particularly for sustained periods of time.
8. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
9. Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.
10. Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

South Texas College does not discriminate or tolerate discrimination against any employee, applicant for employment, student, or applicant for admission on the basis of race, color, national origin, ethnicity, religion, age, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, parental status, disabilities, genetic information, veteran status, or any other protected category under applicable local, state, or federal law. Conduct that excludes participation, denies benefits or subjects others to discrimination is prohibited. The College complies with all applicable policies and state and federal legislation in order to combat discrimination.

South Texas College Classification Description

Title: Coordinator of Enrollment Marketing Services

Dept: Office of Enrollment Services

Reports to: Dean of Enrollment Services

Pay Grade: Executive Administrative Professional (EAP-3)

Salary Range: \$53,445.00 - \$78,518.00

Date: 5/16/2017

FLSA Status: Exempt

General Statement of Job

The Coordinator of Enrollment Marketing Services oversees the planning, designing and execution of targeted enrollment campaigns under the leadership of the Dean of Enrollment Services. The Coordinator facilitates the identification of all potential campaigns by market segment and academic program, including enrolled students, stop-out students, and non-completers. The Coordinator utilizes the College's CRM, Banner, Argos, text message service, and email marketing platform as well as developing print and electronic collateral for targeted campaigns.

Specific Duties and Responsibilities

Essential Functions:

1. Oversees the planning, designing and execution of targeted enrollment campaigns under the direction of the Dean of Enrollment Services.
2. Ensures multiple campaigns run simultaneously for each semester and enrollment cycle.
3. Utilizes CRM technology, Banner, Argos, text messages and email to conduct campaigns to prospective and current students from a multi-channel approach.
4. Uses data in order to determine underperforming market segments and underserved populations and develops targeted campaigns quickly.
5. Establishes performance goals for all campaigns and monitors progress using data metrics that focus on response rate and results.
6. Provides reports on all campaigns and progress and measures performance based upon key enrollment, persistence and completion goals.
7. Coordinates planning and logistics of all college Commencement ceremonies.
8. Coordinates staffing and facility needs for Commencement ceremonies.
9. Assists Director of Student Records and Registrar with troubleshooting process and technology issues.
10. Collaborates with Program Chairs to ensure all potential graduates are identified according to the timelines and deadlines established by the Director of Student Records and Registrar.

11. Supervises graduation certification staff and ensures timely resolution of student graduation issues.
12. Works with college dual credit staff and school district personnel to ensure all eligible dual credit graduates are identified in a timely manner and all issues are resolved according to college deadlines.
13. Ensures compliance with college policies and procedures and state reporting.
14. Ensures enrollment initiatives and staff operate in accordance with College policies, procedures and practices to ensure compliance with the highest possible quality performance standards.
15. Meets regularly with campus stakeholders and high school counselors to review policies and procedures.
16. Serves as Campus Security Authority.
17. Performs other duties as assigned.

Required Education and Experience

1. Bachelor's Degree required; Master's Degree preferred.
2. At least three (3) years of higher education experience in a community college setting required.

Required Knowledge, Skills and Abilities

1. Excellent oral, written, presentation, and interpersonal communication skills.
2. Strong computer skills with knowledge of Microsoft Office including, but not limited to, Word, Excel, PowerPoint, and Outlook, the Windows environment, and internet research skills.
3. Maintains familiarity with the College's programs, policies, procedures and academic standards.
4. Bilingual, English/Spanish, preferred.
5. Ability to work independently as well as a team player within department and with others.
6. Ability to work evenings and/or weekends as needed; willing to travel throughout the college district using own means of reliable transportation.
7. Demonstrated commitment to achieving the vision and mission of South Texas College.
8. Ability to read, analyze, and interpret professional journals, technical procedures, or governmental regulations.
9. Ability to write reports, business correspondence, and procedure manuals.
10. Ability to effectively present information and respond to questions from groups of students, faculty, staff, and the general public.
11. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
12. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Checks, Certificates, Licenses, and Registrations

1. All applicants are subject to a criminal background check under South Texas College policy.
2. Must have a valid Texas driver's license and proof of liability insurance.

Physical Requirements

1. Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
2. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
3. Perceiving the nature of sounds at normal speaking levels with or without correction.
4. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
5. Ability to make rational decisions through sound logic and deductive processes.
6. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
7. Standing particularly for sustained periods of time.
8. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
9. Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.
10. Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.

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South Texas College Classification Description

Title: Financial Aid Specialist

Department: Student Financial Services

Reports to: Coordinator of Student Financial Services

Pay Grade: Administrative Technical Support (ATS-4)

Salary Range: \$39,520.00 - \$55,702.00

Date: 12/12/2022

FLSA Status: Non-Exempt

General Statement of Job

The Financial Aid Specialist assists the Director of Student Financial Services and the coordinator in the overall administration of local, state and Title IV financial aid programs.

Specific Duties and Responsibilities

Essential Functions:

1. Assists the director and coordinator in the overall administration of local, state, and Title IV financial aid programs.
2. Informs groups and individuals of financial aid services.
3. Oversees the student verification and award packaging process.
4. Submits initial, renewal and correction applications through the Department of Education's websites.
5. Assists students and parents with financial aid programs.
6. Handles all information in a confidential and sensitive manner.
7. Assists students with their FAFSA transmittal.
8. Reviews student schedules and degree plans.
9. Monitors subjects pursued by students to certify classes that only apply to their program of study.
10. Ensures that students are not on academic suspension. Responds to inquiries from students and team members.
11. Maintains familiarity with the College's policies, procedures, and academic standards.
12. Keeps abreast of changes to regulations and requirements of financial aid programs.
13. Travels throughout the college district, as needed.
14. Serves as Campus Security Authority.
15. Performs other duties as assigned.

Required Education and Experience

1. Bachelor's degree required.
2. At least one (1) year of customer service experience, preferred.

Required Knowledge, Skills and Abilities

1. Excellent oral, written and interpersonal communication skills.
2. Strong computer skills with knowledge of Microsoft Office including, but not limited to, Word, Excel, PowerPoint, and Outlook, the Windows environment, and internet research skills.
3. Knowledge of local, state and Title IV financial aid programs.
4. Understanding and working knowledge of regulations and requirements of financial aid programs.
5. Ability to prioritize, organize, and complete multiple tasks with attention to detail, within stated deadlines.
6. Ability to work independently as well as a team player within department and with others.
7. Ability to work evenings and/or weekends as needed; willing to travel throughout the college district using own means of reliable transportation.
8. Demonstrated commitment to achieving the vision and mission of South Texas College.
9. Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
10. Ability to write reports, business correspondence, and procedure manuals.
11. Ability to effectively present information and respond to questions from groups of students, parents, managers, clients, customers, and the general public.
12. Ability to apply practical understanding to carry out instructions furnished in written, oral, or diagram form.
13. Ability to deal with problems involving several concrete variables in standardized situations.

Checks, Certificates, Licenses, and Registrations

1. Security Sensitive position: all applicants are subject to a criminal background check under South Texas College policy.
2. In addition, subject to a federal background check.
3. Must have or qualify for a valid Texas driver's license and proof of liability insurance.

Physical Requirements

1. Exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
2. Bending the body downward and forward by bending leg and spine.
3. Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.
4. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
5. Applying pressure to an object with the fingers and palm.
6. Perceiving the nature of sounds at normal speaking levels with or without correction.
7. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
8. Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. Occurs to a considerable degree and requires substantial use of

- upper extremities and back muscles.
9. Ability to make rational decisions through sound logic and deductive processes.
 10. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
 11. Standing particularly for sustained periods of time.
 12. Bending body downward and forward by bending spine at the waist. Occurs to a considerable degree and requires full motion of the lower extremities and back muscles.
 13. Close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.
 14. Mobility to accomplish tasks, particularly for long distances or moving from one work site to another.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

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South Texas College Classification Description

Title: Recruiting Specialist

Department: College Connections

Reports to: Coordinator of College Connections

Pay Grade: Administrative Technical Support- 4

Salary Range: \$39,520.00- \$55,702.00

Date: 6/05/2023

FLSA Status: Non-Exempt

General Statement of Job

The Recruiting Specialist represents the College at recruitment events to connect with prospective students. The Recruiting Specialist leads recruitment initiatives to reengage students who have not enrolled, or have missed previous semesters, and provides support through the enrollment process.

Specific Duties and Responsibilities

Essential Functions:

1. Provides a positive, friendly and knowledgeable impression of the College utilizing excellent customer service.
2. Identifies and reengages stop out students and high school graduates who have not attended a post-secondary institution.
3. Designs and implements communication plans to connect with, recruit, and reengage prospective students.
4. Serves as the contact person for the coordination of student recruitment and initiatives and events.
5. Provides insight into the development of enrollment management goals and enrollment strategic planning.
6. Develops and maintains collaborative partnerships with school districts, community centers, local agencies and organizations, and employers to promote the college and identify prospective students.
7. Serves as a student advocate through the enrollment process.
8. Is familiar with the admission process and requirements.
9. Is familiar with general financial aid information.
10. Facilitates Apply Texas Application and/or Financial Aid Application drives.
11. Provides preliminary residency and tuition information for prospective students.
12. Represents the College at student orientation, and, college and career fairs.
13. Manages and coordinates community workshops and retreats to build a college going culture.
14. Coordinates and implements recruitment and enrollment events, and marketing strategies, for programs and special events relating to different target populations.
15. Researches and analyzes emerging markets for recruitment and works collaboratively with faculty to develop and execute recruitment plans.
16. Develops reports to track event attendance and activity.

17. Utilizes the College Customer Relationship Management (CRM) tool to facilitate communication plans and track students through the student lifecycle.
18. Provides recruitment and enrollment reports and updates regarding target populations.
19. Communicates with students in-person, via text, telephone, or video conferencing.
20. Collaborates with departments to help resolve and/or direct students to the appropriate resources that impact their ability to enroll/persist.
21. Identifies and tracks data and trends to help identify barriers to enrollment and presents innovative solutions to barriers based upon student input for targeted student populations.
22. Utilizes DegreeWorks to guide students through degree planning and registration for courses.
23. Coordinates and leads campus tours and visits.
24. Provides feedback regarding registration and enrollment initiatives and events.
25. Facilitates Spanish presentations for prospective students and the community.
26. Assists with campus events and productions.
27. Promotes and represents the College through various media outlets, business and committee meetings, and community functions.
28. Maintains familiarity with the College's policies and procedures in regards to the enrollment process.
29. Travels throughout the college district, as needed.
30. Serves as Campus Security Authority.
31. Performs other duties as assigned.

Required Education and Experience

1. Bachelor's degree required.
2. At least one (1) year of front-line customer service experience, required.
3. At least one (1) year of higher education in student services, preferred.

Required Knowledge, Skills and Abilities

1. Excellent oral, written, presentation, and interpersonal communication skills.
2. Strong computer skills with knowledge of Microsoft Office including, but not limited to, Word, Excel, PowerPoint, and Outlook, the Windows environment, and internet research skills.
3. Critical thinking and data analysis skills.
4. Knowledge of student information systems.
5. Bilingual (English/Spanish).
6. Ability to prioritize, organize, and complete multiple tasks with attention to detail, within stated deadlines.
7. Ability to work independently as well as a team player within department and with others.
8. Ability to adapt to constant change and periods of fast-paced, high-intensity work situations.
9. Ability to work evenings and/or weekends as needed; willing to travel throughout the college district using own means of reliable transportation.
10. Demonstrated commitment to achieving the vision and mission of South Texas College.
11. Ability to read and interpret documents such as safety rules, operating and

- maintenance instructions, and procedure manuals.
- 12. Ability to write routine reports and correspondence.
- 13. Ability to effectively present information and respond to inquiries from groups of students, faculty, staff, and the general public.
- 14. Ability to apply practical understanding to carry out instructions furnished in written, oral, or diagram form.
- 15. Ability to deal with problems involving several concrete variables in standardized situations.

Checks, Certificates, Licenses, and Registrations

- 1. Security Sensitive position: all applicants are subject to a criminal background check under South Texas College policy.
- 2. Must have or qualify for a valid Texas driver's license and proof of liability insurance.

Physical Requirements

- 1. Exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
- 2. Bending the body downward and forward by bending leg and spine.
- 3. Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.
- 4. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
- 5. Applying pressure to an object with the fingers and palm.
- 6. Perceiving the nature of sounds at normal speaking levels with or without correction.
- 7. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
- 8. Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. Occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
- 9. Ability to make rational decisions through sound logic and deductive processes.
- 10. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
- 11. Sitting and standing particularly for sustained periods of time.
- 12. Bending body downward and forward by bending spine at the waist. Occurs to a considerable degree and requires full motion of the lower extremities and back muscles.
- 13. Close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.
- 14. Mobility to accomplish tasks, particularly for long distances or moving from one work site to another.

Work Environment:

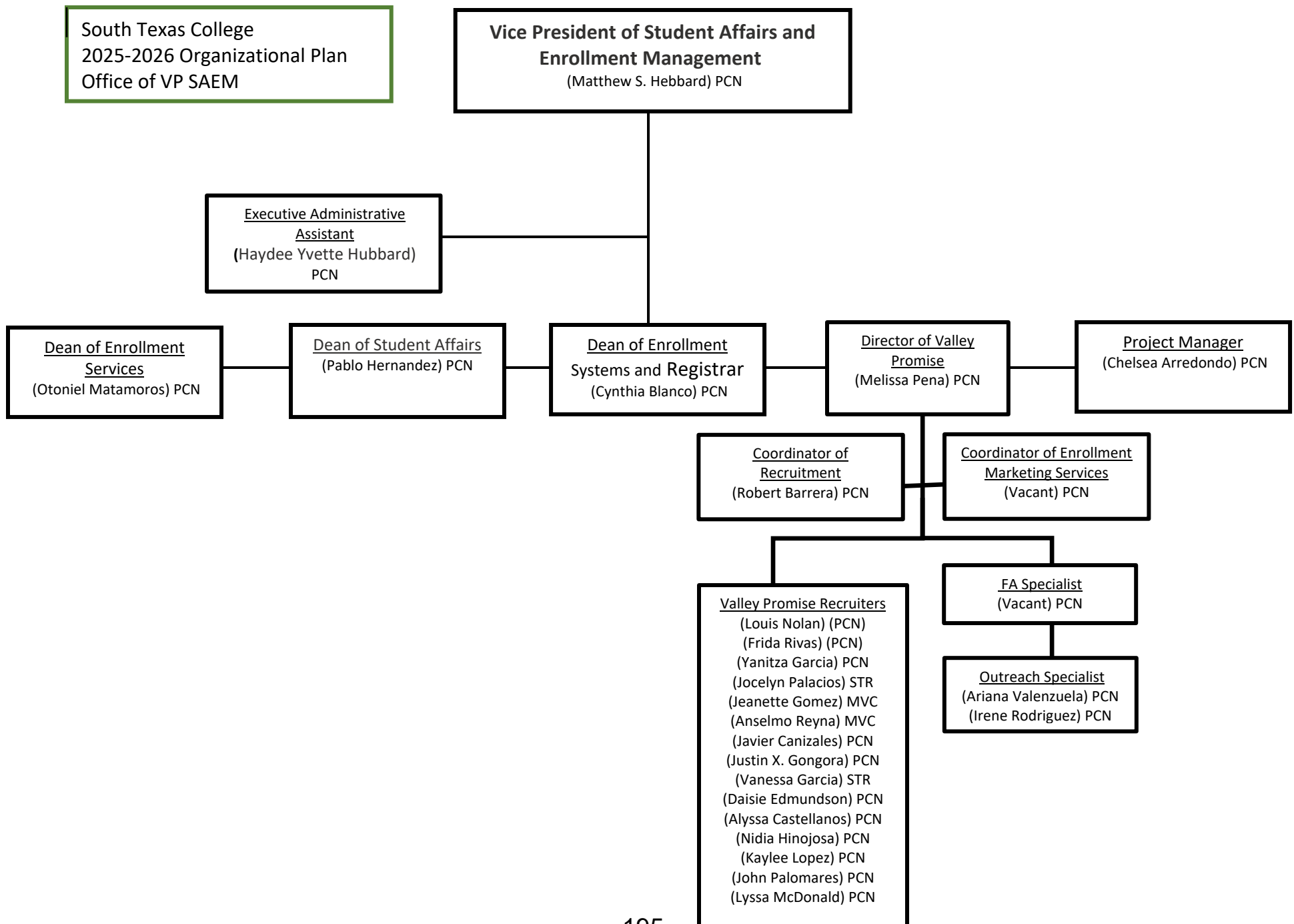
While performing the duties of this job, the employee is exposed to indoor and outdoor environments; large crowds; frequent public speaking; work-related travel for recruitment and out of district events. Work hours frequently include evenings and weekends throughout

the year.

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Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

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South Texas College

Classification Description

Title: Associate Vice President – Institutional Research and Planning

Department: Institutional Research and Planning

Reports to: Vice President of Information Services, Planning, Performance and Strategic Initiatives

Pay Grade: Executive Administrative Professional - 14

Salary Range: \$129,149.00 - \$182,053.00

Date: 10/13/2025

FLSA Status: Exempt

General Statement of Job

The Associate Vice President - Institutional Research and Planning (AVP – IRP) leads the institutional strategic planning processes. This role involves organizing, designing, coordinating, supervising, and implementing strategic planning and related key initiatives, including the Quality Enhancement Plan. The AVP ensures the college aligns its mission, goals, key performance indicators, regular assessments, and departmental unit-level planning, promoting data-informed decision-making at all levels. Responsibilities include ensuring data governance, coordinated institutional reporting and research, and regular assessment of institutional data maturity. The AVP is also responsible for developing and sustaining a culture of data-informed planning, data literacy, and decision-making across the college, and serves as the institutional regional accreditation (SACSOC) liaison, ensuring successful submission of all accreditation reports, reviews, and submissions.

Specific Duties and Responsibilities

Essential Functions:

1. Leads the strategic planning process, including development, implementation, and evaluation of institutional progress.
2. Oversees the Strategic Initiative Office, ensuring alignment with institutional priorities and goals.
3. Directs institutional improvement initiatives aligned with the mission, strategic plan, and key performance indicators.
4. Chairs the Institutional Leadership Council and Planning and Effectiveness Committee, fostering broad-based dialogue and awareness of key institutional initiatives directions.
5. Coordinates development and monitoring of key performance indicators in line with the mission, strategic plan, performance-based funding, and external requirements.
6. Provides leadership for strategic initiatives aimed at increasing student access,

- success, and completion.
7. Creates and executes a 5-year operational planning process defining organizational objectives and tactics.
 8. Integrates strategic planning, initiatives, operational planning, institutional effectiveness, and budget development.
 9. Leads projects related to institutional evaluation, research, effectiveness, and reporting.
 10. Oversees the collection, maintenance, and distribution of institutional data.
 11. Collaborates with other departments to connect strategic planning, budgeting, and measurable objectives.
 12. Chairs the Data Management and Integrity Committee to ensure data integrity and maturity.
 13. Works with the Chief Information Officer on data governance and maturity goals.
 14. Provides oversight for data collection and analysis systems supporting unit level review and assessment.
 15. Designs and implements systems to improve data-informed culture and literacy campus-wide.
 16. Leads development of data self-service tools, including the institutional data portal and visualization.
 17. Ensures data availability for decision-making at all levels.
 18. Serves as the SACSCOC accreditation liaison, overseeing reporting, substantive change, reaffirmation, and site visits.
 19. Recommends application of data analysis and research results to institutional improvement.
 20. Oversees the college's data management and governance structure to include standards, policies, procedures, compliance, and prioritization.
 21. Serve as a liaison with state and federal agencies, other educational institutions, administrators, faculty, and staff.
 22. Serve on institution committees providing problem resolution, and interpretations and explanation of policy as related to institutional research.
 23. Maintains current knowledge of technological developments.
 24. Maintains membership and service in relevant local, state, and national organizations.
 25. Supervises designated Institutional Effectiveness, Research and Analytical Services, and Strategic Initiatives staff.
 26. Performs other related duties as assigned.

Required Education and Experience

27. Master's degree in Analytical Research or related field required; Doctorate preferred.
28. At least eight (8) years of leadership experience in research, evaluation, planning or higher education administration required.

Required Knowledge, Skills and Abilities

1. Demonstrated experience in institutional research and statistical analysis, data collection and reporting methods.
2. Lead, develop and administer data literacy training initiatives across the college district
3. Experience in enrollment statistics and projections.
4. Possesses a clear vision of goals and strategic planning.
5. Familiar with agency reports, i.e., IPEDS, THECB, SACSCOC and other federal, state and local agencies required reports.
6. Experience in gathering appropriate institutional data to facilitate the creation and production of the Data Portal and Data Visualizations.
7. Knowledge and experience in use of statistical software and structured query language (SQL)
8. Excellent oral, written, presentation, and interpersonal communication skills.
9. Strong computer skills with knowledge of Microsoft Office (Word, Excel, PowerPoint, statistical software, SQL, and Outlook) and internet research skills.
10. Ability to prioritize and manage multiple projects that require demonstrated leadership ability.
11. Ability to analyze situations quickly and objectively and to determine proper course of action.
12. Team player with the ability to collaborate with all college departments, functions, and other support services.
13. Ability to adapt to constant change and periods of fast-paced, high-intensity work situations.
14. Ability to work evenings and/or weekends as needed; willing to travel throughout the college district using own means of reliable transportation.
15. Demonstrated commitment to achieving the vision and mission of South Texas College.
16. Ability to read, analyze, and interpret general business periodicals, professional and technical journals, technical procedures, and governmental regulations.
17. Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents.
18. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.
19. Ability to write reports, business correspondence, and procedure manuals.
20. Ability to effectively present information and respond to inquiries from executive management, faculty, staff, students, public groups, regulatory agencies, and/or Boards of Trustees.
21. Ability to define problems, collect data, establish facts, and draw valid conclusions.
22. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
23. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Checks, Certificates, Licenses, and Registrations

1. Security Sensitive position: all applicants are subject to a criminal background check under South Texas College policy.
2. In addition, subject to a federal background check.
3. Must have or qualify for a valid Texas driver's license and proof of liability insurance.

Physical Requirements

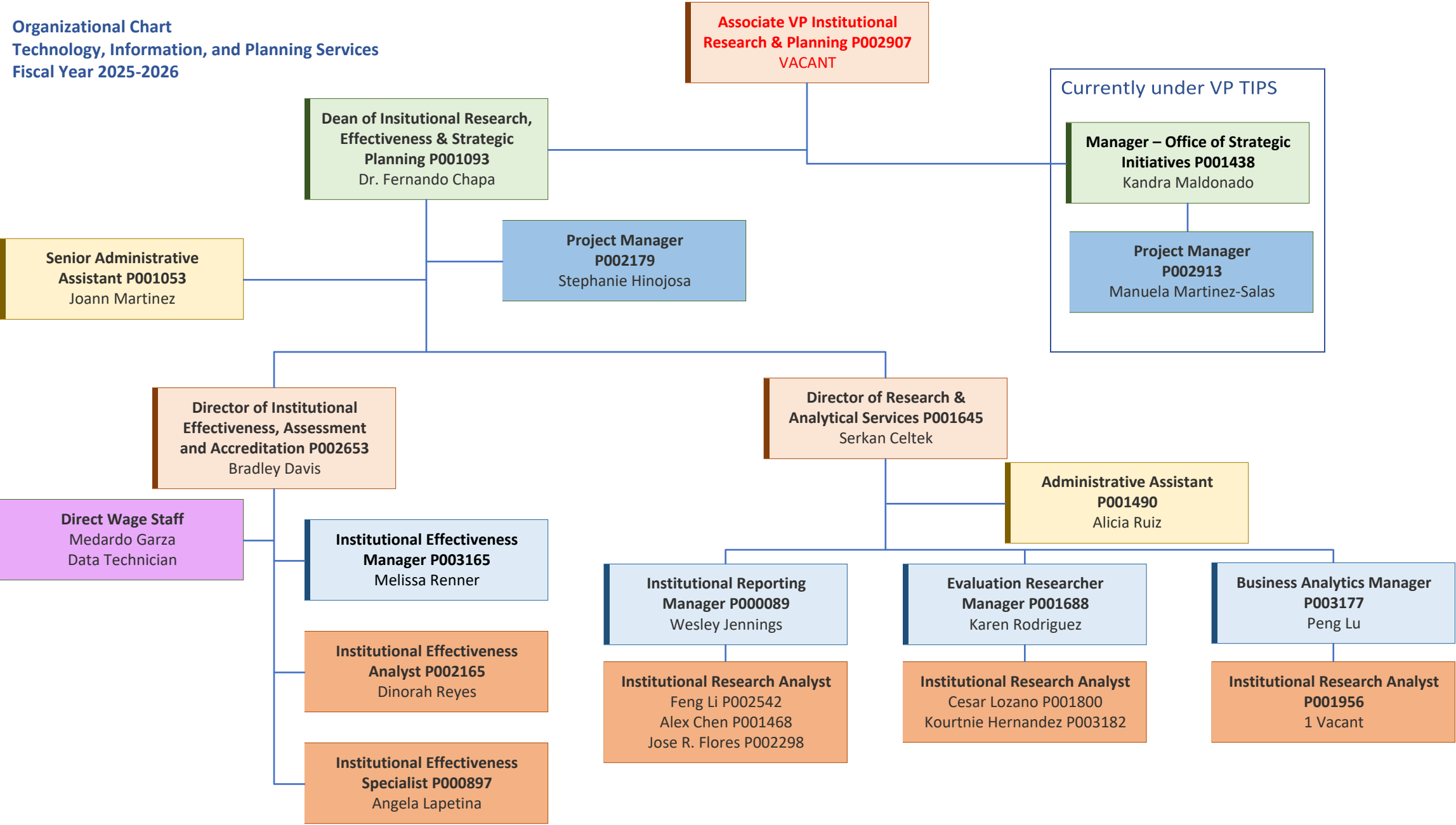
1. Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
2. Perceiving the nature of sounds at normal speaking levels with or without correction.
3. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
4. Ability to make rational decisions through sound logic and deductive processes.
5. Applying pressure to an object with the fingers and palm.
6. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
7. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
8. Sitting particularly for sustained periods of time.
9. Close visual acuity to perform an activity such as: preparing and analyzing data and figures, transcribing, viewing a computer terminal, and/or extensive reading, including color, depth perception, and field vision.
10. Mobility to accomplish tasks, particularly for long distances or moving from one work site to another.

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Organizational Chart
Technology, Information, and Planning Services
Fiscal Year 2025-2026



South Texas College Classification Description

Title: Open Lab Technician

Department: Learning Commons and Open Labs

Reports to: Open Lab Supervisor

Pay Grade: Administrative Technical Support (ATS-3)

Salary Range: \$36,920.00 - \$52,021.00

Date: 06/28/2023

FLSA Status: Non-Exempt

General Statement of Job

The Open Lab Technician provides customer support and technical assistance within the Learning Commons and Open Labs department.

Specific Duties and Responsibilities

Essential Functions:

1. Supports patrons with the use of computers, equipment, and software applications.
2. Provides excellent customer service when addressing patron needs.
3. Addresses patron complaints and concerns in a professional and ethical manner.
4. Applies and enforces lab rules and safety standards.
5. Assists in the installation of computer, peripherals, and equipment.
6. Updates and maintains computers.
7. Provides patrons assistance with questions pertaining to college resources.
8. Assists with the maintenance and support of laptop checkout programs.
9. Provides customer support and technical assistance in the use of makerspace technologies including but not limited to 3D printers, laser cutters, and mixed reality technologies .
10. Opens and closes the open labs for the day-to-day operations.
11. Maintains open labs cleaned and sanitized at all times.
12. Supports the departments marketing efforts by distributing marketing materials, provides tours, and conducting presentations.
13. Prepares custom lab reports.
14. Distributes interdepartmental mail and sensitive documents.
15. Supports and assists with the departments inventory management efforts.
16. Completes assigned college and departmental trainings including those that might require in state or out of state travel.
17. Performs other duties as assigned.

Required Education and Experience

1. Associate's degree required; computer related field preferred.

2. At least one (1) year of experience in computer lab setting or related area preferred.

Required Knowledge, Skills and Abilities

1. Excellent oral, written and interpersonal communication skills.
2. Excellent customer service skills, including active listening, conflict resolution, empathy, friendliness, and patience.
3. Strong computer skills with knowledge of Microsoft Office including, but not limited to, Windows 10/11, Mac's, computer networking, and internet research skills.
4. Software knowledge in Adobe Creative Cloud (Acrobat, Photoshop, InDesign, Premier, etc.) and related software.
5. Ability to prioritize, organize, and complete multiple tasks with attention to detail, within stated deadlines.
6. Ability to work independently as well as in a team environment.
7. Must be willing and able to work various hours, various locations, rotating shifts and weekends to support the department operations.
8. Ability to travel throughout the college district using own means of reliable transportation.
9. Demonstrated commitment to achieving the vision and mission of South Texas College.
10. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
11. Ability to write routine reports and correspondence.
12. Ability to speak effectively before groups of students, customers or employees of organization.
13. Ability to apply practical understanding to carry out instructions furnished in written, oral, or diagram form.
14. Ability to deal with problems involving several concrete variables in standardized situations.

Checks, Certificates, Licenses, and Registrations

1. Security Sensitive position: all applicants are subject to a criminal background check under South Texas College policy.
2. Must have or qualify for a valid Texas driver's license and proof of liability insurance.
3. Microsoft products certifications, preferred.

Physical Requirements

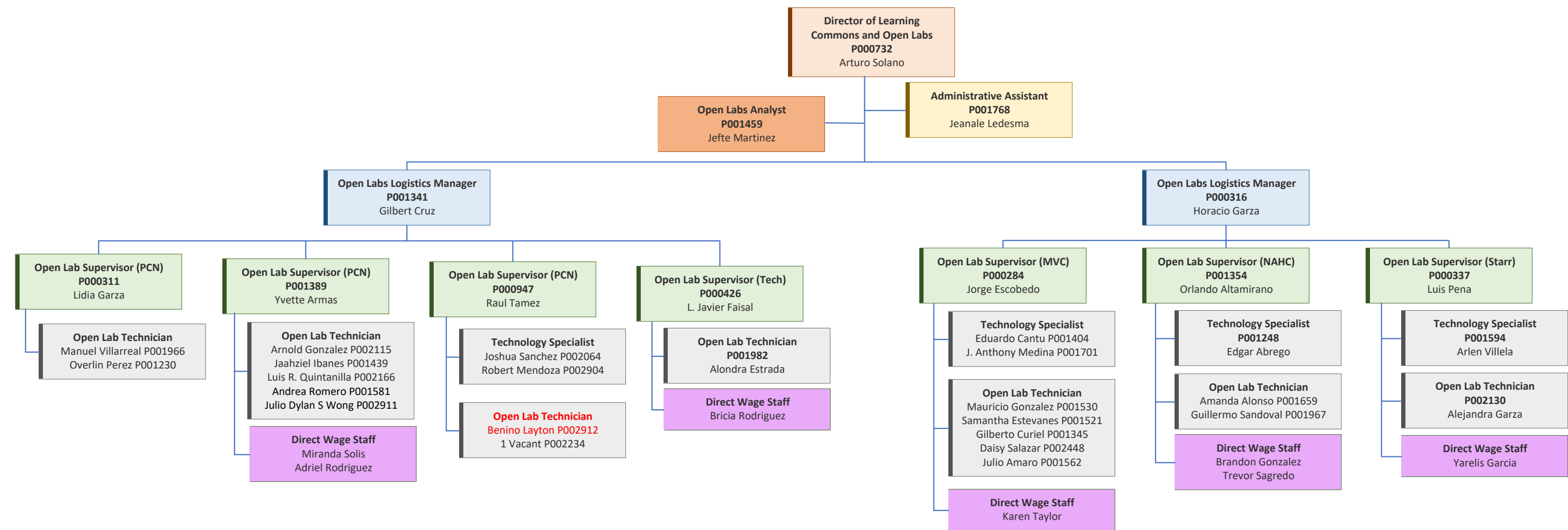
1. Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.
2. Moving about on hands and knees or hands and feet.
3. Bending the body downward and forward by bending leg and spine.
4. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
5. Applying pressure to an object with the fingers and palm.
6. Picking, holding, or otherwise working, primarily with the whole hand.

7. Perceiving the nature of sounds at normal speaking levels with or without correction.
8. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
9. Bending legs at knee to come to a rest on knee or knees.
10. Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. Occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
11. Ability to make rational decisions through sound logic and deductive processes.
12. Using upper extremities to exert force in order to draw, haul or tug objects in a sustained motion.
13. Extending hand(s) and arm(s) in any direction.
14. Substantial movements (motions) of the wrist, hands, and/or fingers.
15. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
16. Standing particularly for sustained periods of time.
17. Bending body downward and forward by bending spine at the waist. Occurs to a considerable degree and requires full motion of the lower extremities and back muscles.
18. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
19. Close visual acuity to perform an activity such as: preparing and analyzing data and figures, transcribing, viewing a computer terminal, and/or extensive reading, including color, depth perception, and field vision.
20. Visual acuity to determine the accuracy, neatness, and thoroughness of the work assigned or to make general observations of facilities or structures.
21. Mobility to accomplish tasks, particularly for long distances or moving from one work site to another.

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South Texas College Classification Description

Title: Learning Excellence Specialist

Department: Centers for Learning Excellence

Reports to: Coordinator of Campus Center for Learning Excellence

Pay Grade: Administrative Technical Support (ATS-4)

Salary Range: \$39,520.00 - \$55,702.00

Date: 04/26/2024

FLSA Status: Non-Exempt

General Statement of Job

The Learning Excellence Specialist provides assistance and support in the oversight of daily operations for the designated campus. Plans and delivers training for CLE part-time staff. Assists with recommendations for hire, supervision, scheduling, and evaluation of campus Student Learning Assistants (tutorial staff), Customer Service Clerks, and other part-time staff. Oversees workshops and content reviews offered by and affiliated with the CLE.

Specific Duties and Responsibilities

Essential Functions:

1. Provides assistance and support for the day-to-day operation of campus CLE.
2. Assists with supervision and development of tutorial, and other academic success initiatives designed to enhance learning and to promote the development of independent learners.
3. Assists the CLE Campus Coordinator or program manager with recruitment, scheduling, supervision, and evaluation of Student Learning Assistants (tutorial staff), Customer Service Clerks and other part-time staff at campus CLE.
4. Provides educational assistance in specific discipline to improve understanding and comprehension of subject.
5. Serves as a Designee for time and attendance records for Student Learning Assistants (tutorial staff) and Customer Service Clerks at campus CLE.
6. Markets CLE-Online services to faculty and students.
7. Develops and delivers workshops, presentations, and orientations about CLE programs and services and academic topics.
8. Prepares periodic reports of campus CLE activity and student tutoring requests for the Director of CLE and CLE Campus Coordinators.
9. Ensures comprehensive and accurate records of services delivered through campus CLE.
10. Assists with coordination of organized study groups for students on assigned campuses and maintains attendance records.
11. Oversees, develops, schedules and delivers training for CLE Student Learning Assistants (tutorial staff), and Clerks. Maintains updated records on CRLA training datasheets for each part-time staff member.
12. Meets with part-time staff every semester to review their CRLA level status and ensure that they are in compliance with training requirements.

13. Oversees, schedules, and promotes workshops and content reviews for students on assigned campus.
14. Addresses student complaints and concerns, notifying CLE Director, CLE Coordinator, Security, and Office of Judicial Affairs, as appropriate.
15. Maintains a personal plan for professional development and quality enhancement according to accepted best practices within the field of learning assistance.
16. Serves as a Campus Security Authority.
17. Participates as directed in required departmental training and meetings.
18. Travels throughout the college district as needed.
19. Performs other duties as assigned.

Required Education and Experience

1. Bachelor's degree required. Bachelor's in English, Reading, Humanities, Education, Communication, Business, or related field preferred.
2. At least nine (9) months (one academic year—fall to spring) of experience working with students in learning support (tutoring, supplemental instruction, teaching, online learning, advising/peer mentoring) required.

Required Knowledge, Skills and Abilities

1. Excellent oral, written, presentation, and interpersonal communication skills.
2. Strong computer skills with knowledge of Microsoft Office including, but not limited to, Word, Excel, PowerPoint, and Outlook, the Windows environment, and internet research skills.
3. Knowledge of gathering data and statistical research and reporting.
4. Ability to supervise and train large groups of tutors.
5. Ability to work independently as well as a team player within department and with others.
6. Ability to prioritize, organize, and complete multiple tasks with attention to detail, within stated deadlines.
7. Ability to work evenings and/or weekends as needed; willing to travel throughout the college district using own means of reliable transportation.
8. Demonstrated commitment to achieving the vision and mission of South Texas College.
9. Ability to read, analyze, and interpret related professional journals, technical procedures, or governmental regulations.
10. Ability to write reports, business correspondence, and procedure manuals.
11. Ability to effectively present information and respond to questions from groups of students, faculty or staff members.
12. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
13. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Checks, Certificates, Licenses, and Registrations

1. Security Sensitive position: all applicants are subject to a criminal background check under South Texas College policy.
2. Must have or qualify for a valid Texas driver's license and proof of liability insurance.

Physical Requirements

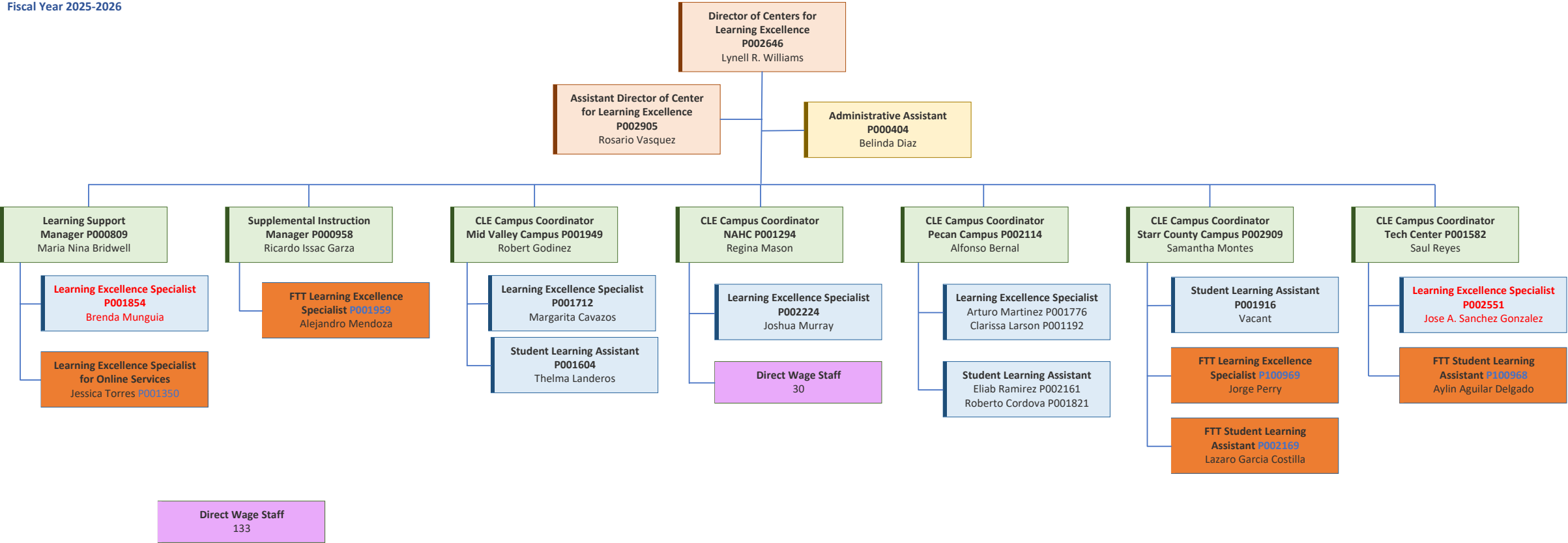
1. Exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
2. Bending the body downward and forward by bending leg and spine.
3. Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.
4. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
5. Perceiving the nature of sounds at normal speaking levels with or without correction.
6. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
7. Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. Occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
8. Ability to make rational decisions through sound logic and deductive processes.
9. Using upper extremities to exert force in order to draw, haul or tug objects in a sustained motion.
10. Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.
11. Extending hand(s) and arm(s) in any direction.
12. Substantial movements (motions) of the wrist, hands, and/or fingers.
13. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
14. Standing particularly for sustained periods of time.
15. Bending body downward and forward by bending spine at the waist. Occurs to a considerable degree and requires full motion of the lower extremities and back muscles.
16. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
17. Close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading, including color, depth perception, and field vision.
18. Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

South Texas College does not discriminate or tolerate discrimination against any employee, applicant for employment, student, or applicant for admission on the basis of race, color, national origin, ethnicity, religion, age, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, parental status, disabilities, genetic information, veteran status, or any other protected category under applicable local, state, or federal law. Conduct that excludes participation, denies benefits or subjects others to discrimination is prohibited. The College complies with all applicable policies and state and federal legislation in order to combat discrimination.

Organizational Chart
Technology, Information, and Planning Services
Fiscal Year 2025-2026



Discussion and Action as Necessary on Revisions to FY 2025 – 2026 Employee Staffing Plan and Employee Compensation Plan

Purpose	To propose revisions to filled or vacant position(s) in accordance with Policy DLC (Local) Employee Performance: Promotion and Demotion.
Justification	College Administration proposes Board approval on revisions to the FY 2024 – 2025 Employee Staffing Plan and Employee Compensation Plan based on assessments of the position's duties, responsibilities, and the needs and objectives of the College department. These revisions are deemed critical and include changes in title and pay grades, as appropriate to the position's duties. The placement and rationale of the reclassified position(s) are included in Appendix A.
Enclosed Documents	Appendix A – Reclassification of Filled or Vacant Non-Faculty Positions with Title Changes, Pay Grade Revisions, and Salary Adjustments, Policy DLC (Local), Job Descriptions, and Organizational Charts
Funding	Funds for these proposed revisions are available in the FY 2025 – 2026 salary budget, and the net effect on the FY 2025 – 2026 Salary Budget and Unrestricted Fund Budget is zero.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Alicia Correa, Director - Benefits and Compensation
Recommendation	The Committee recommends Board approval on revisions to the FY 2024 – 2025 Employee Staffing Plan and Employee Compensation Plan to reclassify filled or vacant position(s) in accordance with Policy DLC (Local).



#	Cost Center/ Program Name & Code	Title Position #	Current Classification & Pay Grade	Proposed Classification & Pay Grade	Current Budget	Adjustment Amount	New Amount	Less Funding Source	Impact to Budget	Funding Source	Rationale
Vice President for Institutional Advancement and External Affairs (1)											
1	Communication and Creative Services CC00004	Title, Pay Grade, and Salary Adjustment for Coordinator - Community Relations to Manager - Project/Events Filled P000262	Executive Administrative Professional 2	Executive Administrative Professional 4	\$ 52,280	\$ 12,025	\$ 64,305	\$ (12,025)	\$ -	P003039 Vacant position	•Reclassification is necessary to reflect the expanded responsibilities that have been integrated into the Coordinator position. Employee now manages a broader scope of high-level duties, primarily directing staff, the development of logistics and materials for the production of college-wide events. Tracks and manages all events for the department and is responsible for leading and collaborating with other divisional staff to ensure all deliverables are met within established timelines.
Total for Vice President for Institutional Advancement and External Affairs					\$ 52,280	\$ 12,025	\$ 64,305	\$ (12,025)	\$ -		
Vice President for Academic Affairs and Economic Development (3)											
2	Division of Academic Affairs CC00006	Title, Pay Grade, and Salary Adjustment for Graphic Designer I to Graphic Designer II-Academic Affairs & Economic Development Filled P000843	Administrative Technical Support 4	Administrative Technical Support 5	\$ 43,222	\$ 2,663	\$ 45,885	\$ (2,663)	\$ -	VPAA-DW Pool	•Reclassification is necessary to reflect the expanded scope of duties and responsibilities. Position provides critical support to the AAED Division, along with consultation and oversight to all related projects for departments reporting to or collaborating with the AAED Division.
3	Division of Health Science Professions CC00019	Title, Pay Grade, and Salary Adjustment for Administrative Assistant to Project Manager - Health Science Professions Vacant P000471	Administrative Technical Support 3	Executive Administrative Professional 4	\$ 50,690	\$ 14,994	\$ 65,684	\$ (14,994)	\$ -	VPAA-DW Pool	•Reclassifying vacant position from Administrative Assistant to Project Manager. The position is needed to assist the Health Science Professions Division Dean with strategic projects, including program development, accreditation compliance, facility enhancements, and student engagement efforts that involve multiple stakeholders, complex timelines, and significant resource coordination.
4	Division of Health Science Professions CC00019	Title, Pay Grade, and Salary Adjustment for Specialist - Clinical Affairs to Clinical Affairs Manager Filled P000830	Administrative Technical Support 4	Executive Administrative Professional 4	\$ 47,653	\$ 18,030	\$ 65,683	\$ (18,030)	\$ -	VPAA-DW Pool	•Reclassification is necessary to reflect the expanded scope of duties and responsibilities. The position oversees the clinical and practicum coordinator for the HSP Division and manages clinical affiliation agreements, maintains compliance documentation, and ensures readiness for accreditation site visits.
Total for Vice President for Academic Affairs and Economic Development					\$ 141,565	\$ 35,687	\$ 177,252	\$ (35,687)	\$ -		
Vice President for Finance and Administrative Services (3)											
5	Campus Police CC00045	Pay Grade, and Salary Adjustment for Police Lieutenant Filled P001092	Executive Administrative Professional 7	Executive Administrative Professional 8	\$ 106,031	\$ 3,181	\$ 109,212	\$ (3,181)	\$ -	Safety and Security Overtime Pool CC00041	•Police Lieutenant position assists the Chief of Police with administrative functions and management to ensure the efficiency and effectiveness of the overall operation of the Department of Public Safety within the college. Placing the Police Lieutenant position at a higher pay grade level is closer aligned with the current job market and to align with other positions with similiary responsiblities. As per Compensation Plan FY 2025-2026, a minimum of 3% increase applies to base pay for a position recommended to a higher pay grade and whose salary is above the midpoint of the new pay grade.
6	Business Office CC00035	Title, Pay Grade, and Salary Adjustment for Assistant - Accounting to Accounting Specialist Filled P002351	Administrative Technical Support 3	Administrative Technical Support 5	\$ 37,669	\$ 6,905	\$ 44,574	\$ (6,905)	\$ -	P001968 Vacant position	•The upgrade to Accounting Specialist is essential to meet organizational needs arising from the implementation of Workday, to align with expanded duties, and to ensure effective succession planning within the Accounts Payable department.

South Texas College

Approval of Reclassifications: Position Title Changes, Pay Grade Revisions, Salary Adjustments, FLSA Changes, and/or Organization Changes to Employee Staffing & Compensation Plans

Filled and Vacant Positions

FY 2025 - 2026

#	Cost Center/ Program Name & Code	Title Position #	Current Classification & Pay Grade	Proposed Classification & Pay Grade	Current Budget	Adjustment Amount	New Amount	Less Funding Source	Impact to Budget	Funding Source	Rationale
7	Human Resources CC00047	Title, Pay Grade, and Salary Adjustment for Executive Director - Human Resources and Talent Development for Associate Vice President - Human Resources Vacant P000331	N/A	Executive Administrative Professional 14	\$ 121,688	\$ 20,687	\$ 142,375	\$ (20,687)	\$ -	P001864 Vacant position	•The Associate Vice President for Human Resources is essential to providing strategic leadership and oversight of all Human Resources functions across South Texas College. This role ensures HR operations align with the College’s mission and strategic goals while supporting a growing and diverse workforce. The position collaborates with administration, committees, and staff to implement effective HR initiatives and maintain compliance with regulatory requirements.
Total for Vice President for Finance and Administrative Services					\$ 265,388	\$ 30,773	\$ 296,161	\$ (30,773)	\$ -		

Vice President for Technology, Information & Planning Services (1)											
8	Centers for Learning Excellence CC00060	New Position request for Learning Excellence Specialist for Online Services	N/A	Administrative Technical Support 4	\$ -	\$ 42,390	\$ 42,390	\$ (42,390)	\$ 0	570002 CLE Online Services Pool	•Banner Position 709423 was created to institutionalize the employee. Reallocation of funds in position 709423 was later requested to establish a DW Pool for online tutors (840444) per excerpt of DHSI grant proposal. Gradual transition of funding for the employee's position as required under grant project sustainability plan began in Grant Year 3 with 25% DHSI grant / 75% institutional split-funding. At grant conclusion, CLE attempted to reassign the employee to 709423 for FY 26 and discovered it had been permanently deleted in FY 22 upon creation of DW pool. A new Workday position will be created for this employee.
Total for Vice President for Technology, Information & Planning Services					\$ -	\$ 42,390	\$ 42,390	\$ (42,390)	\$ 0		

Total Request for All Divisions (8)	\$ 120,875
Less Funding from Savings of Existing Vacant Positions or Pools	(120,875)
Net Salary Budget Increase	\$ 0

EMPLOYEE PERFORMANCE
PROMOTION AND DEMOTION

DLC
(LOCAL)

It is the intent of the College District to achieve optimum utilization of an employee's skills and talents by filling positions with the best-suited candidate by promoting, reassigning, or demoting a qualified employee to that position.

The promotion, reassignment, or demotion of an employee shall be done on the basis of qualifications and suitability of the candidate, without regard to race, color, national origin, ethnicity, religion, age, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, parental status, disabilities, genetic information, or veteran status and shall be in keeping with federal and state employment laws and regulations and the regulations of the College District.

Definitions

Promotion

"Promotion" is the movement of an employee into a position of increased responsibility or complexity of duties and in a higher salary range.

Reassignment

"Reassignment" is the movement of an employee from one position to another position of the same or substantially similar responsibility or complexity of duties in the same salary range.

Demotion

"Demotion" is the movement of an employee into a position of decreased responsibility or complexity of duties and in a lower salary range.

**Promotion and
Reassignments**

The appropriate vice president shall recommend the promotion or reassignment of a qualified employee under his or her authority to the College President for approval.

Demotions

The appropriate vice president shall recommend to the College President the demotion of an employee to a position where he or she shall be able to meet performance requirements, to apply disciplinary action for misconduct, or for other reasons. Employees under a term contract shall be afforded notice and a hearing regarding their demotion. An employee may request a demotion to start training in another occupation, to continue employment when a layoff is imminent, or for other reasons.

**Salary Rate
Adjustment**

Promotion

An employee who is promoted shall receive a salary adjustment within the salary range of the new position that does not exceed the maximum salary rate established for the new position and as determined by the College President. If no salary range has been predetermined, the appropriate vice president shall make a salary recommendation to the College President for approval.

Reassignment

An employee who is reassigned from one position to another position of the same or substantially similar responsibility or complexity of duties in the same salary range is not eligible for a salary increase.

EMPLOYEE PERFORMANCE
PROMOTION AND DEMOTION

DLC
(LOCAL)

Demotion

Upon demotion, an employee's salary shall be adjusted to an appropriate level within the new salary range as determined by the College President. The new pay rate shall be determined by consideration of the circumstances related to the demotion, the employee's employment record, and job performance.

**Authority and
Approval**

All promotions, reassignments, or demotions must be requested and approved on a form provided by the College District.

**Temporary
Assignments**

Assuming other duties for a temporary period does not constitute a promotion, a reassignment, or a demotion and, generally, would not entitle the employee to additional or less compensation. However, individuals placed in an acting status or who are required to assume significant additional responsibilities for an extended period may be entitled to a temporary salary increase upon approval by the College President.

South Texas College Classification Description

Title: Project/Event Manager

Department: Communication & Creative Services

Reports to: Executive Director of Communication & Creative Services

Pay Grade: Executive Administrative Professional Grade 2

Salary Range: \$41,243 - \$64,508

Date: 10/1/2025

FLSA Status: -Exempt

General Statement of Job

The Project/Events Manager oversees and coordinates major projects and events, including check presentations, press conferences, partnership signings, award and anniversary celebrations that promote the mission of the college and the vision of the administration. Supervises support staff and is responsible for the planning, execution and budgeting of these high-profile, high-publicity events from concept to completion.

Specific Duties and Responsibilities

Essential Functions:

1. Oversees, from concept to completion, college events as directed by the Office of Communication and Creative Services, Office of the President and Vice Presidential divisions to the standards set forth by the President.
2. Managing and overall direction and coordination of assigned projects/events on STC campuses or venues.
3. Uses independent judgement, authority and decision-making to operational functions that require immediate attention to ensure projects and events are delivered by deadline and on budget.
4. Oversees the process of getting quotes, and purchasing of a broad array of promotional projects and materials for the college; ensures products are delivered in a timely manner and then distributed fairly to all departments and divisions for recruiting purposes.
5. Responsible for sending out invitations, coordinating event locations, ordering menu for events, booking all vendors as needed and putting program together for events with approvals from Executive Director of Communication and Creative Services.
6. Ensures that all event materials present a clear, unified, and positive image for the college and/or brand by developing planning strategies aligned with the college.
7. Arranges planning meetings of department leads and community partners in assigned area for upcoming campus events/celebrations, press conferences, check signings or workshops.
8. Provides public relations and event support to programs and departments of the college in adherence to college brand standards and communication goals.
9. Conceptualizes, manages, organizes and supports college-wide and campus-based events, meetings, and other activities to promote the college and/or assigned area in collaboration with Communication and Creative Services.

10. Briefs Executive Director of Communication and Creative Services, Marketing Manager and the Office of the President on planning issues of importance.
11. Supports special projects as directed by the Office of Communication and Creative Services, Office of the President and Vice Presidential Divisions.
12. Responsible for putting together comprehensive monthly activity and budget reports as well as provides periodic progress reports as requested by the Executive Director of Communication and Creative Services.
13. Recommends for hire, supervises, trains, assigns schedules, and evaluates support staff; provides guidance and direction to staff.
14. Travels throughout the college district, as needed.
15. Manages a Public Relations Specialist and a work study who assist with coordination and execution of all STC events, press conferences, dinners, conferences, etc.
16. Performs other related duties as assigned.

Required Education and Experience

1. Bachelor's degree required, preferably in Event Planning, Hotel Management, Hospitality, Business Administration, Communication, or Marketing.
2. At least three (3) years of community relations, event planning, or related experience required.
3. Public relations and writing experience, preferred.

Required Knowledge, Skills and Abilities

1. Excellent oral, written and interpersonal communication skills.
2. Strong background in computers and office automation, including word processing, spreadsheets, database, Excel, PowerPoint and knowledge of the Windows environment.
3. Knowledge in developing and implementing a comprehensive program to coordinate meetings, seminars and other events.
4. Ability to prioritize, organize, and complete multiple tasks with attention to detail, within stated deadlines.
5. Ability to work evenings and/or weekends as needed; willing to travel throughout the college district using own means of reliable transportation.
6. Demonstrated ability to interact effectively with a diverse multi-cultural college population.
7. Demonstrated commitment to achieving the vision and mission of South Texas College.
8. Ability to respond to common inquiries or complaints from customers, regulatory agencies and members of the business community.
9. Ability to effectively present information to administrators, employees, public groups, and/or Board of Trustees.
10. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
11. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Checks, Certificates, Licenses, and Registrations

1. All applicants are subject to a national criminal background check under South Texas College policy.
2. Must have a valid Texas driver's license and proof of liability insurance.

Physical Requirements

1. Exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
2. Ascending or descending ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms. Body agility is emphasized.
3. Moving about on hands and knees or hands and feet.
4. Bending the body downward and forward by bending leg and spine.
5. Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.
6. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
7. Applying pressure to an object with the fingers and palm.
8. Picking, holding, or otherwise working, primarily with the whole hand.
9. Perceiving the nature of sounds at normal speaking levels with or without correction.
10. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
11. Bending legs at knee to come to a rest on knee or knees.
12. Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. Occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
13. Ability to make rational decisions through sound logic and deductive processes.
14. Using upper extremities to exert force in order to draw, haul or tug objects in a sustained motion.
15. Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.
16. Extending hand(s) and arm(s) in any direction.
17. Substantial movements (motions) of the wrist, hands, and/or fingers.
18. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
19. Standing particularly for sustained periods of time.
20. Bending body downward and forward by bending spine at the waist. Occurs to a considerable degree and requires full motion of the lower extremities and back muscles.
21. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
22. Shouting in order to be heard above ambient noise level.
23. Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading, including color, depth perception, and field vision.
24. Visual acuity to determine the accuracy, neatness, and thoroughness of the work assigned or to make general observations of facilities or structures.

25. Have visual acuity to operate motor vehicles and/or heavy equipment.
26. Have close visual acuity to perform an activity such as: visual inspection involving small defects, small parts, and operation of machines; using measurement devices; and/or assembly or fabrication parts at distances close to the eyes.
27. Mobility to accomplish tasks, particularly for long distances or moving from one work site to another.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

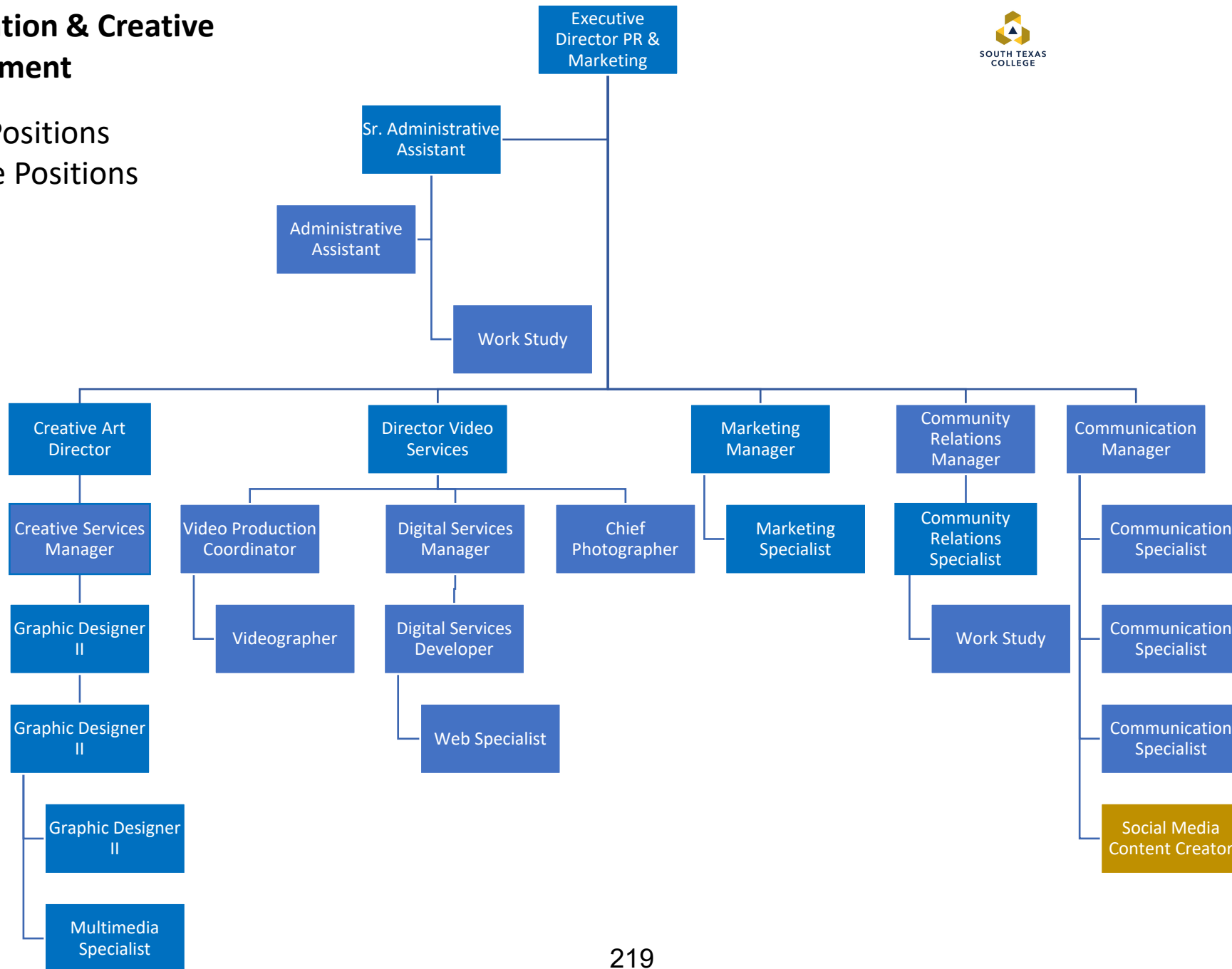
Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

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

STC Communication & Creative Services Department

Blue – Current Positions

Gold – Part-time Positions



South Texas College Classification Description

Title: Graphic Designer II – Academic Affairs and Economic Development

Dept: Office of the Vice President and Provost for Academic Affairs and Economic Development

Reports to: Manager – Academic Affairs & Economic Development

Pay Grade: Administrative Technical Support – 5

Salary Range: \$43,680.00 - \$61,568.00

Date: 12/02/2025

FLSA Status: Non-Exempt

General Statement of Job

The Graphic Designer II researches, develops visual concepts, and designs using digital tools for various print and digital publications that support the Office of the Vice President and Provost for Academic Affairs and Economic Development. Responsible for designing annual program booklets, brochures, fliers, posters, postcards, and reports. Collaboration with instructional divisions and departments to develop visual concepts and designs according to specifications and revising designs based on feedback.

Specific Duties and Responsibilities

Essential Functions:

1. Develops ideas, visual concepts, and designs through sketching and using digital tools for various print and digital publications.
2. Collaborates with instructional divisions and departments to develop visual concepts and designs according to specifications and revising designs based on feedback.
3. Designs event collateral for AAED, such as Workforce Summit, AAED Assembly, Dual Credit Summit, Binational Symposium, Texas Pathways, pinning ceremonies, and other events coordinated by the division.
4. Produces Desktop publishing for assigned projects.
5. Responsible for providing layout and design for various print and online publications, such as annual program booklets brochures, fliers, posters, postcards, and reports.
6. Creates artwork, images, text, and graphic design for publications and reports in alignment with college branding requirements.
7. Designs high-level ceremonial and institutional visual assets such as AAED medallions, academic mace elements, gonfalons, stage banners, seals, and other prestige items that elevate the image and reputation of the College.
8. Manages library of documents and templates for AAED to reference and use.
9. Provides oversight and consultation to all related projects for departments reporting to or collaborating with the AAED Division.
10. Works as part of a team to ensure assigned projects are accurate and timely.
11. Assists supervisor with project requests, quotes and Communication and Creative Services (CCS) approvals, as needed.

12. Documents and maintains ongoing status reports of projects.
13. Meets critical deadlines associated with academic calendars and events coordinated by the AAED Division for high-profile projects while maintaining exceptional quality.
14. Keeps current on trends and development of design and software.
15. Presents and proposes design solutions to supervisor and internal clients.
16. Use technology and software to create images and layout of websites and printed pages.
17. Prepares flowcharts and graphics for PowerPoint presentations.
18. Supports AAED division by creating materials for academic programs, continuing education, workforce partnerships, dual credit, and community or employer engagement events.
19. Assist with internal design and development of projects in collaboration with Communication and Creative Services, such as pinning ceremonies, groundbreakings, ribbon cuttings, summits, and symposiums.
20. Travels throughout the college district, as needed.
21. Performs other duties as assigned.

Required Education and Experience

1. Associate's Degree in Graphic Design, Art, or related field required; Bachelor's degree preferred.
2. At least three (3) years of relevant work experience in higher education or ad/marketing agency required.
3. Ability to work with other internal departments, such as the Communication and Creative Services to coordinate college-level projects.

Required Knowledge, Skills and Abilities

1. Excellent oral, written, and interpersonal communication skills.
2. Strong computer skills with knowledge of Microsoft Office including, but not limited to, Word, Excel, PowerPoint, and Outlook, the Windows environment, and internet research skills.
3. Desktop publishing knowledge with strong graphic design and page layout skills.
4. Proficient in the use of graphic design software including Adobe Photoshop, Adobe Illustrator, Adobe InDesign, and Adobe Acrobat Pro.
5. Ability to prioritize, organize, and complete multiple tasks with attention to detail, within stated deadlines.
6. Ability to work independently as well as a team player within department and with others.
7. Ability to adapt to constant change and periods of fast-paced, high-intensity work situations.
8. Demonstrated commitment to achieving the vision and mission of South Texas College.
9. Ability to speak effectively before groups of employees of organization.
10. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
11. Ability to interpret a variety of instructions furnished in written, oral, diagram, or

schedule form.

12. Ability to work with other departments, such as the Department of Public Relations to coordinate college-level projects.

Checks, Certificates, Licenses, and Registrations

1. Security Sensitive position: all applicants are subject to a criminal background check under South Texas College policy.
2. Must have or qualify for a valid Texas driver's license and proof of liability insurance.

Physical Requirements

1. Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
2. Perceiving the nature of sounds at normal speaking levels with or without correction.
3. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
4. Substantial movements (motions) of the wrist, hands, and/or fingers.
5. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
6. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
7. Visual acuity to perform an activity such as preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading, including color, depth perception, and field vision.
8. Visual acuity to determine the accuracy, neatness, and thoroughness of the work assigned or to make general observations of facilities or structures.
9. Mobility to accomplish tasks, particularly for long distances or moving from one work site to another.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

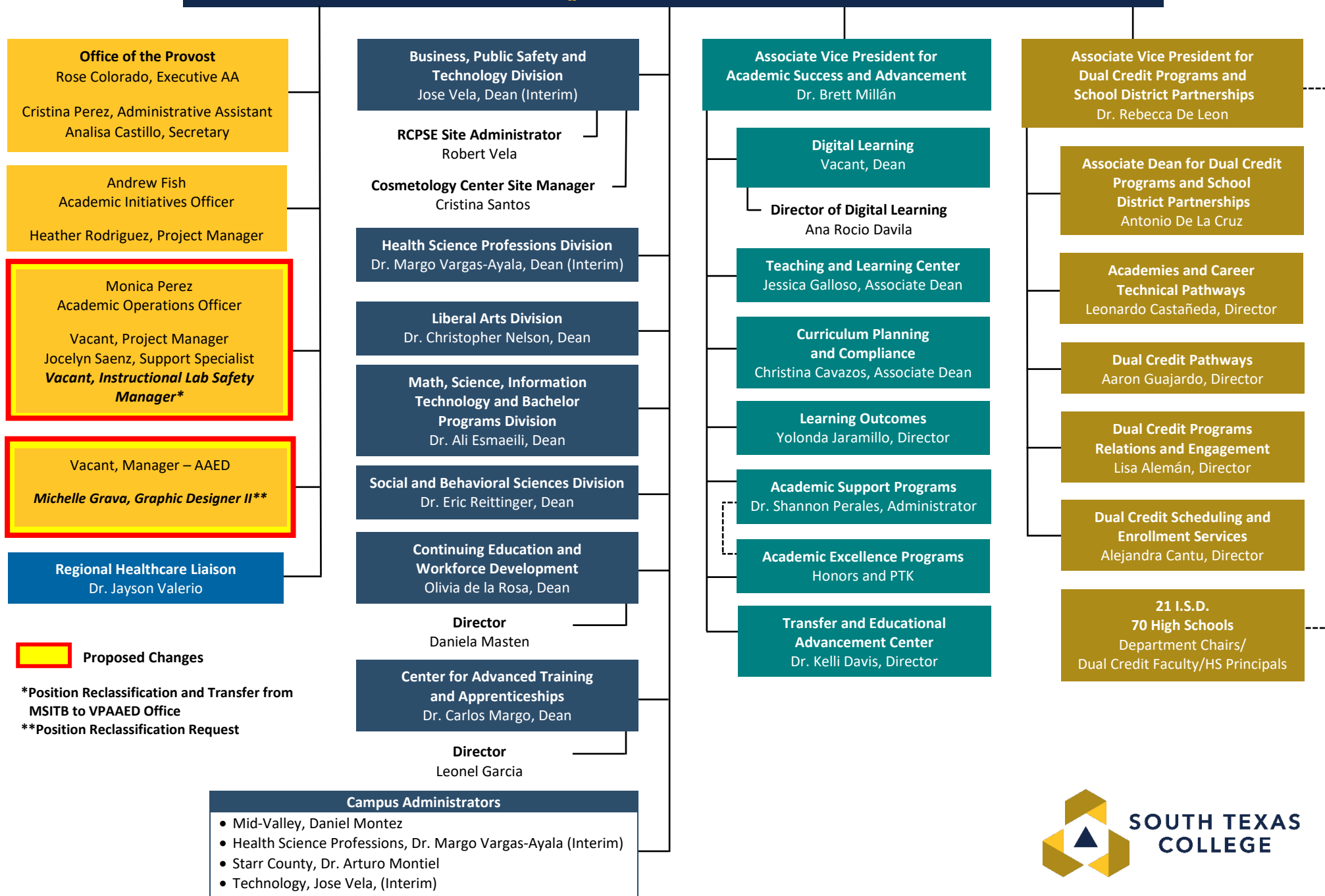
South Texas College does not discriminate or tolerate discrimination against any employee, applicant for employment, student, or applicant for admission on the basis of race, color, national origin, ethnicity, religion, age, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, parental status, disabilities, genetic information, veteran status, or any other protected category under applicable local, state, or federal law.

Conduct that excludes participation, denies benefits or subjects others to discrimination is prohibited. The College complies with all applicable policies and state and federal legislation in order to combat discrimination.

Division of Academic Affairs and Economic Development

Dr. Anahid Petrosian, Vice President and Provost

Organizational Chart 2025-2026



Updated: January 9, 2026

South Texas College

Classification Description

Title: Project Manager – Health Science Professions

Dept: Division of Health Science Professions

Reports to: Dean for Health Science Professions

Pay Grade: Executive Administrative Professional- 4 Salary Range: \$48,316- \$75,570

Date: 11/11/2025

FLSA Status: Exempt

General Statement of Job

The Project Manager – Health Science Professions is responsible for the overall quality of direction, coordination, implementation, and timely completion of projects and ad hoc assignments within the Division of Health Science Professions

Specific Duties and Responsibilities

Essential Functions:

1. Creates and executes full-scale project work plans as appropriate for the projects being initiated or managed by the Dean for Health Science Professions.
2. Creates long-and short-term plans including setting targets for milestones and adhering to deadlines.
3. Plans, schedules, manages and evaluates the day-to-day operation and execution of project tasks with a focus on meeting project commitment and target completion date.
4. Monitors and regulates the use of resources and assignment of personnel for the projects.
5. Tracks project deliverables and assures their quality.
6. Provides direction and support to project teams and office staff ensuring high levels of motivation, collaboration, and performance.
7. Prepares and coordinates the preparation of periodic and special reports, including monthly and weekly activity reports, financial reports, Institutional Effectiveness plans and reports, program reports, division proposals and other reports as assigned.
8. Facilitates workflow and communication between offices and departments in the division and outside division, including disseminating information, tracking projects and assigned tasks, managing communications, evaluating feedback and coordinating division-wide events.
9. Attends planning meetings of department leads and community partners in assigned area for upcoming campus events, press conferences or community-related conferences.
10. Conceptualizes, manages, organizes and supports division-wide and campus-based events, meetings, and other activities to promote the college and/or assigned area in collaboration with Communication and Creative Services.

11. Leads and works in cross-functional project teams and task forces in addressing concerns, formulating solutions, implementing changes, and improving overall quality and service in the division and the college.
12. Schedules and facilitates project team meetings.
13. Continually identifies, prioritizes, and mitigates project risks.
14. Prepares and presents oral and written reports.
15. Prepares flowcharts, process maps, timelines, trend analysis, and graphs to depict processes, historical data, and projects.
16. Identifies opportunities for business process improvements within project scope.
17. Performs other duties as assigned.

Required Education and Experience

1. Bachelor's Degree in a related field required; Master's Degree preferred.
2. At least three (3) years of experience in a related field required.

Required Knowledge, Skills and Abilities

1. Excellent oral, written, presentation, and interpersonal communication skills.
2. Strong background in computers and office automation, including word processing, spreadsheets, database, Excel, PowerPoint and knowledge of the Windows environment.
3. Demonstrated knowledge in handling multiple projects, large budgets, making difficult decisions and implementing action plans in a cooperative yet responsive team environment to achieve desired goals.
4. Proven excellence in planning, decision-making and organization.
5. Ability to adapt to constant change and periods of fast-paced, high-intensity work situations.
6. Demonstrated commitment to achieving the vision and mission of South Texas College.
7. Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents.
8. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.
9. Ability to write speeches and articles for publication that conform to prescribed style and format.
10. Ability to effectively present information to top management, employees, public groups, and/or boards of directors.
11. Ability to define problems, collect data, establish facts, and draw valid conclusions.
12. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Checks, Certificates, Licenses, and Registrations

1. Security Sensitive position: All applicants are subject to a criminal background check under South Texas College policy.
2. In addition, subject to a federal background check.

Physical Requirements

1. Exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
2. Perceiving the nature of sounds at normal speaking levels with or without correction.
3. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
4. Ability to make rational decisions through sound logic and deductive processes.
5. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
6. Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading, including color, depth perception, and field vision.
7. Visual acuity to determine the accuracy, neatness, and thoroughness of the work assigned or to make general observations of facilities or structures.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

South Texas College does not discriminate or tolerate discrimination against any employee, applicant for employment, student, or applicant for admission on the basis of race, color, national origin, ethnicity, religion, age, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, parental status, disabilities, genetic information, veteran status, or any other protected category under applicable local, state, or federal law. Conduct that excludes participation, denies benefits or subjects others to discrimination is prohibited. The College complies with all applicable policies and state and federal legislation in order to combat discrimination.

South Texas College Classification Description

Title: Clinical Affairs Manager

Department: Division of Health Science Professions

Reports to: Dean of Health Science Professions

Pay Grade: Executive Administrative Professional - 5

Salary Range: \$65,550 - \$96,302

Date: 10/04/2022

FLSA Status: Non-Exempt

General Statement of Job

The Clinical Affairs Manager oversees clinical and practicum coordination for Health Science Professions programs, serving as the primary liaison with healthcare and community affiliates, partner schools, and internal departments. This role manages clinical affiliation agreements, maintains compliance documentation, and ensures readiness for accreditation site visits. Responsibilities include managing confidential records and databases related to clinical requirements, administering online systems for tracking compliance, and preparing reports for institutional stakeholders. The manager advises students on regulatory clearances, ensures timely onboarding and placement for clinical experiences, and monitors adherence to institutional and regulatory standards. Additionally, the manager supervises department staff, manages daily operations of the Student Success Center, and engages in ongoing professional development to stay current with compliance regulations and best practices.

Specific Duties and Responsibilities

Essential Functions:

1. Serves as liaison for assigned clinical affiliates and partner schools to support student success by offering clear guidance on clinical/practicum requirements and placement.
2. Serve as the liaison for all clinical affiliation agreements with healthcare and community affiliates.
3. Supports accreditation readiness by maintaining compliance documentation for Health Science Professions programs and site visits.
4. Responsible for preparing and presenting reports for the Health Science Professions Division, Continuing Education and Workforce Development, clinical affiliates, and K-12 ISD partners on student(s) clinical compliance status prior to and during clinical rotation assignment.
5. Responsible for record management and retention of affiliate agreements, safety incident reports, and student health records.
6. Manages confidential database and records of affiliation documents and coordinates with internal South Texas College departments to ensure records remain current.
7. Administrator for online systems to track and manage student health records, criminal background checks, CPR certifications, insurance status, and other clinical/practicum requirements.

8. Advises and assists students in obtaining pre-program license eligibility clearance from state boards and agencies as related to criminal backgrounds.
9. Communicates with and advises credit and non-credit students regarding clinical requirements for clinical and practicum according to affiliate policy.
10. Communicates with clinical/practicum representative regarding students' compliance with clinical requirements.
11. Provides clearance to students enrolled in a clinical and/or practicum course prior to clinical onboarding, clinical placement, and experiential learning placement.
12. Responsible for ensuring affiliate agreements and insurance requirements meet all institutional and regulatory requirements.
13. Responsible for disseminating safety incident reports involving credit and non-credit students in on-site and off-site locations in a timely manner to ensure compliance with accreditation standards.
14. Maintains familiarity with the College's policies and procedures, as well as state and federal regulations.
15. Provides direction and support to programs and office staff to ensure high levels of collaboration, motivation, and contributes to successful enrollment outcomes by prioritizing and addressing program needs.
16. Participates in on-going professional development to stay current with compliance regulations and best practices.
17. Manages the day-to-day operations of the Student Success Center.
18. Travels through the college-district as needed.
19. Performs other duties as assigned.

Required Education and Experience

1. Bachelor's Degree required.
2. At least two (2) years of experience in a healthcare or educational setting, preferred.

Required Knowledge, Skills and Abilities

1. Excellent oral, written, presentation, and interpersonal communication skills.
2. Strong computer skills with knowledge of Microsoft Office including, but not limited to, Word, Excel, PowerPoint, and Outlook, the Windows environment, online databases, and internet research skills.
3. Ability to prioritize, organize, and complete multiple tasks with attention to detail, within stated deadlines.
4. Ability to work independently as well as a team player within department and with others.
5. Ability to work evenings and/or weekends as needed; willing to travel throughout the college district using own means of reliable transportation.
6. Demonstrated commitment to achieving the vision and mission of South Texas College.
7. Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
8. Ability to write routine reports and correspondence.
9. Ability to effectively present information and respond to questions from groups of students, parents, faculty, staff, managers, and the general public.
10. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.

11. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Checks, Certificates, Licenses, and Registrations

1. All applicants are subject to a criminal background check under South Texas College policy.
2. Must have valid Texas driver's license and proof of liability insurance.

Physical Requirements

1. Exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
2. Bending the body downward and forward by bending leg and spine.
3. Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.
4. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
5. Applying pressure to an object with the fingers and palm.
6. Perceiving the nature of sounds at normal speaking levels with or without correction.
7. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
8. Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. Occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
9. Ability to make rational decisions through sound logic and deductive processes.
10. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
11. Standing particularly for sustained periods of time.
12. Bending body downward and forward by bending spine at the waist. Occurs to a considerable degree and requires full motion of the lower extremities and back muscles.
13. Close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.
14. Mobility to accomplish tasks, particularly for long distances or moving from one work site to another.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

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Dr. M.Vargas Ayala
Interim Dean of Health
Science Professions

**Nursing
Programs**

Bachelor of Science in
Nursing
Dr. Jaime Deree Yang

Associate of Science in
Nursing
Victor Garza III

Vocational Nursing
Jessica Neely

Patient Care Technician
Sharon Rice

**Allied Health
Programs**

Diagnostic Imaging
Program Crystal Bird

Emergency Medical
Service Carlos Tello

Occupational
Therapy Celina Casas

Physical Therapist
Assistant Diana Hernandez

Pharmacy Technology & Health
& Medical Administrative
Services
Dr. Theresa Garza

Dental Hygiene
Janis Lopez

**Division Office
Leadership**

NAH Initiatives Manager-
Judy Martinez

Project Manager -under
review for approval

Clinical Simulation
Manager- Ruben Torres

Sr. Administrative Assistant-
Vacant

**Division Office
Staff**

Healthcare Asset
Medical Specialist
Julieta Garcia

Secretary
Celina Marquez

Secretary
Jennifer Rivera

Records Technician
Justin Martinez

**Student Success
Center**

Advisors
Mariano Aguilar, Lisa
Turrubiates

Guided Pathways Specialist
Maria Ponce-Vargas, Noah
Lopez

Clinical Affairs Specialists
Beatriz Mata, Xiomara Garcia

RN-BSN Academic Coach
Claudia Camacho
ADN Advisors- Elizabeth
Parra, Gregorie Gomez

Secretary
Samantha Alvarado

South Texas College Classification Description

Title: Police Lieutenant

Dept: Campus Police

Reports to: Chief of Police

Pay Grade: Executive Administrative Professional (EAP-7)

Salary Range: \$77,298.00 - \$113,561.000

Date: 9/3/2025

FLSA Status: Exempt

General Statement of Job

The Police Lieutenant assists the Chief of Police in providing a safe learning environment for students, faculty, and staff at South Texas College. The Police Lieutenant supervises police sergeants, dispatch supervisor, and assists in managing emergency situations that occur on college property. The Police Lieutenant is responsible for the department's overall conformance with the Texas Commission on Law Enforcement (TCOLE) requirements, completing periodic reports, and performing various personnel related functions such as scheduling work, granting time off, and conducting formal performance evaluations.

Specific Duties and Responsibilities

Essential Functions:

1. Supervises police sergeants, dispatch supervisor, and other department personnel and ensures adherence to college policies and procedures related to the safety and security of the students and employees; ensures that police officers on all shifts are making their rounds and carrying out their assigned duties.
2. Oversees mandated and professional training for police personnel and ensures that required TCOLE training is completed.
3. Serves as a positive example to police officers; provides them guidance in Texas law and explains department procedures as well as college policies and procedures.
4. Projects a positive image of the STC Department of Public Safety by maintaining pleasant and professional demeanor with students, employees, and visitors. Gives directions, renders assistance, and provides information as requested.
5. Ensures that department personnel perform in a professional manner during all law enforcement work.
6. Reviews and approves a variety of police related reports prepared by police officers and other department staff.
7. Acquires and oversees the proper maintenance of the equipment needed for the overall operation of the department. Develops new approaches for operations and investigations.
8. Develops new approaches for operations and investigations.
9. Maintains contact with all police personnel to oversee investigation activities, provide mutual assistance during emergency situations and provide general information

- about department activities.
- 10. Receives and responds to inquiries from students, employees, other departments and the general public.
- 11. Assists with crime prevention, public education, and acts in collaboration with other community organizations.
- 12. Implements college district emergency preparedness plan including emergency evacuation plans, secures perimeters, coordinates fire, medical communication, utilities and other emergency services.
- 13. Provides Use of Force training to all police officers.
- 14. Stays abreast of laws, ordinances, etc., and maintains Texas peace officer licensure by obtaining proper bi-annual TCOLE mandated training.
- 15. Oversee police officers properly document information needed for the Racial Profiling Report.
- 16. Oversee body and patrol vehicle camera servers are properly maintained
- 17. Able to recognize when to distribute an emergency notification or a timely warning through the College Mass Notification System as required by the Clery Act.
- 18. Provides emergency medical treatment, including CPR/AED, and First Aid, until medical personnel arrive.
- 19. Assists the Chief of Police with other administrative duties pertaining to safety and security.
- 20. Serves as Campus Security Authority.
- 21. Performs other duties as assigned.

Required Education and Experience

- 1. Bachelor's Degree required.
- 2. Ten years (10) of direct commissioned police officer experience including at least four years (4) of supervisory and command-level responsibility required.
- 3. Experience in a college/university public safety or police department preferred.

Required Knowledge, Skills and Abilities

- 1. Supervisory experience in a related work environment required.
- 2. Must be willing to work various hours, rotating shifts, weekends and holidays, and be available for call back.
- 3. Ability to analyze situations quickly and objectively and to determine proper course of action.
- 4. Ability to cope with situations firmly, courteously, tactfully, and with respect for the rights of others.
- 5. Must have knowledge of applicable federal, state, and local laws as well as knowledge of college standard.
- 6. Ability to utilize computer technology to access data, maintain records, generate reports and communicate with others.
- 7. Must be trained to provide emergency medical treatment including CPR/AED.
- 8. Ability to read, analyze interpret professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of students, managers, faculty, staff, and the general public.
- 9. Ability to respond to and handle issues or problems that often require assessment and reasoning before approaching or determining a solution. Ability to analyze

various alternatives based on standards or approaches defined by the college and/or the appropriate laws of safety and security for the welfare of students, employees, and the general public. Ability to interpret a variety of instructions furnished in written, oral or diagram form.

Checks, Certificates, Licenses, and Registrations

1. Security Sensitive position: All applicants are subject to a criminal background check under South Texas College policy.
2. In addition, subject to a federal background check.
3. TCOLE (Texas Commission on Law Enforcement) licensure is required: U.S. Citizenship is required by TCOLE.
4. Must have valid and current Texas Peace Officer licensure.
5. Must have or qualify for a valid Texas driver's license and proof of liability insurance.
6. CPR certification required.
7. Applicants may be required to take a polygraph, physical examination, drug screening, and psychological assessment.

Physical Requirements

1. Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
2. Perceiving the nature of sounds at normal speaking levels with or without correction. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
3. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
4. Ability to make rational decisions through sound logic and deductive processes.
5. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
6. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
7. Shouting in order to be heard above ambient noise level.
8. Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading. Including color, depth perception, and field vision.
9. Have visual acuity to operate motor vehicles and/or heavy equipment.
10. Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.

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Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

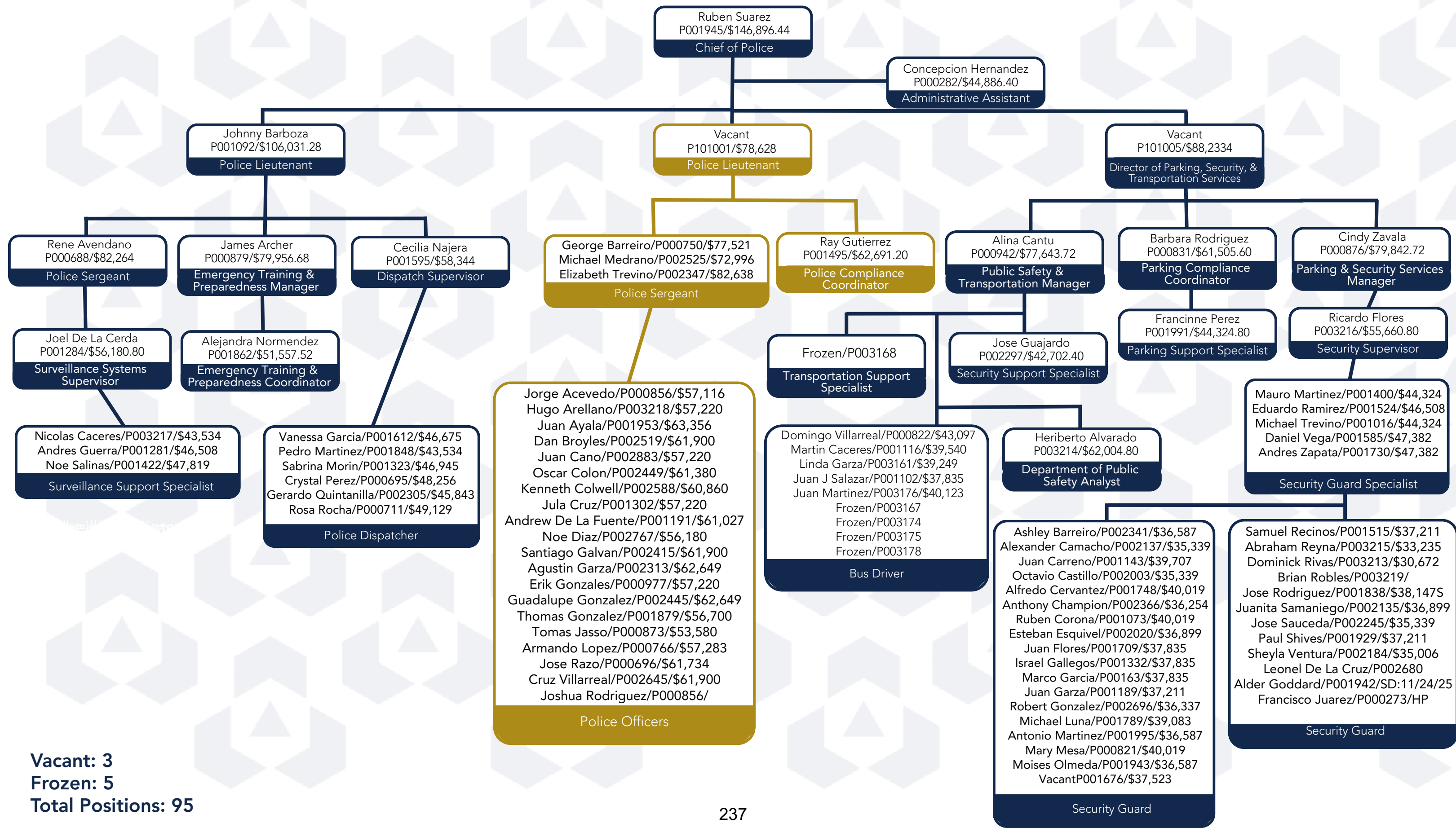
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Department of Public Safety

Organizational Chart



FY 2025 - 2026



South Texas College

Classification Description

Title: Accounting Specialist

Dept: Business Office

Pay Grade: Administrative Technical Support - 5

Reports to: Accounting Group Supervisor

Date: 01/09/2026

Salary Range: \$39,582 - \$60,632

FLSA Status: Non-Exempt

General Statement of Job

The Accounting Specialist provides support for a variety of accounting functions within the Accounts Payable section of the Business Office. Responsibilities include preparing journal entries, performing account reconciliations, and generating financial reports. This role also assists with IRS reporting, invoice processing, vendor payments, and researching and resolving billing inquiries or disputes. The Accounting Specialist ensures timely and accurate payment of vendor invoices, offers guidance on accounts payable policies and procedures, and applies sound judgment when analyzing vendor accounts. Additional related duties may be assigned as needed.

Specific Duties and Responsibilities

Essential Functions:

1. Oversees assigned accounting functions in the Accounts Payable department in the Business Office.
2. Prepares and assist with journal entries, prepaid reporting and IRS reporting.
3. Assist with the preparation of various financial reports for the Board of Directors and Management.
4. Participates in employee development activities to improve job-related and customer service skills.
5. Investigates discrepancies and resolves questions and issues related to assigned accounting function.
6. Assists supervisors with updates of accounts payable procedures, internal alert notices, compiling and maintaining department signature authority forms, and special projects.
7. Support with audit preparations.
8. Maintains up-to-date knowledge of the College policies, procedures, best practice and keeps current on pertinent laws related to Accounts Payable.
9. Reviews supplier refund checks and prepares journals to allocate the funds to the appropriate worktags.
10. Responsible for timely payments by processing reconciliation of supplier statements and review and clearing of monthly staff reports.
11. Performs review of payments related to prepaid amortization expenses and IRS tax reporting documentation for 1099s.

12. Assists and cross trains between related positions within department, and assists other Business Office departments as needed.
13. Performs other duties as assigned.

Required Education and Experience

1. Bachelor's Degree required. Accounting or a related business field is preferred.
2. At least two (2) years of accounting experience required.
3. Experience in a higher education institution, preferred.

Required Knowledge, Skills and Abilities

1. Excellent oral, written and interpersonal communication skills.
2. Strong computer skills with knowledge of Microsoft Office including, but not limited to, Word, Excel, PowerPoint, and Outlook, the Windows environment, and internet research skills.
3. Familiarity with accounting functions and compliance with laws pertaining to assigned functions.
4. Ability to prioritize, organize, and complete multiple tasks with attention to detail, within stated deadlines.
5. Ability to work independently as well as a team player within department and with others.
6. Ability to work evenings and/or weekends as needed; willing to travel throughout the college district using own means of reliable transportation.
7. Demonstrated ability to interact effectively with a diverse multi-cultural college population.
8. Demonstrated commitment to achieving the vision and mission of South Texas College.
9. Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
10. Ability to write reports, business correspondence, and procedure manuals.
11. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
12. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
13. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Checks, Certificates, Licenses, and Registrations

1. All applicants are subject to a national criminal background check under South Texas College policy.
2. Security Sensitive position: In addition, subject to federal background check.
3. Must have a valid Texas driver's license and proof of liability insurance.

Physical Requirements

1. Exerting up to 10 pounds of force occasionally and/or negligible amount of force

- frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
2. Bending the body downward and forward by bending leg and spine.
 3. Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.
 4. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
 5. Applying pressure to an object with the fingers and palm.
 6. Perceiving the nature of sounds at normal speaking levels with or without correction.
 7. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
 8. Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. Occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
 9. Ability to make rational decisions through sound logic and deductive processes.
 10. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
 11. Standing particularly for sustained periods of time.
 12. Bending body downward and forward by bending spine at the waist. Occurs to a considerable degree and requires full motion of the lower extremities and back muscles.
 13. Close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.
 14. Mobility to accomplish tasks, particularly for long distances or moving from one work site to another.

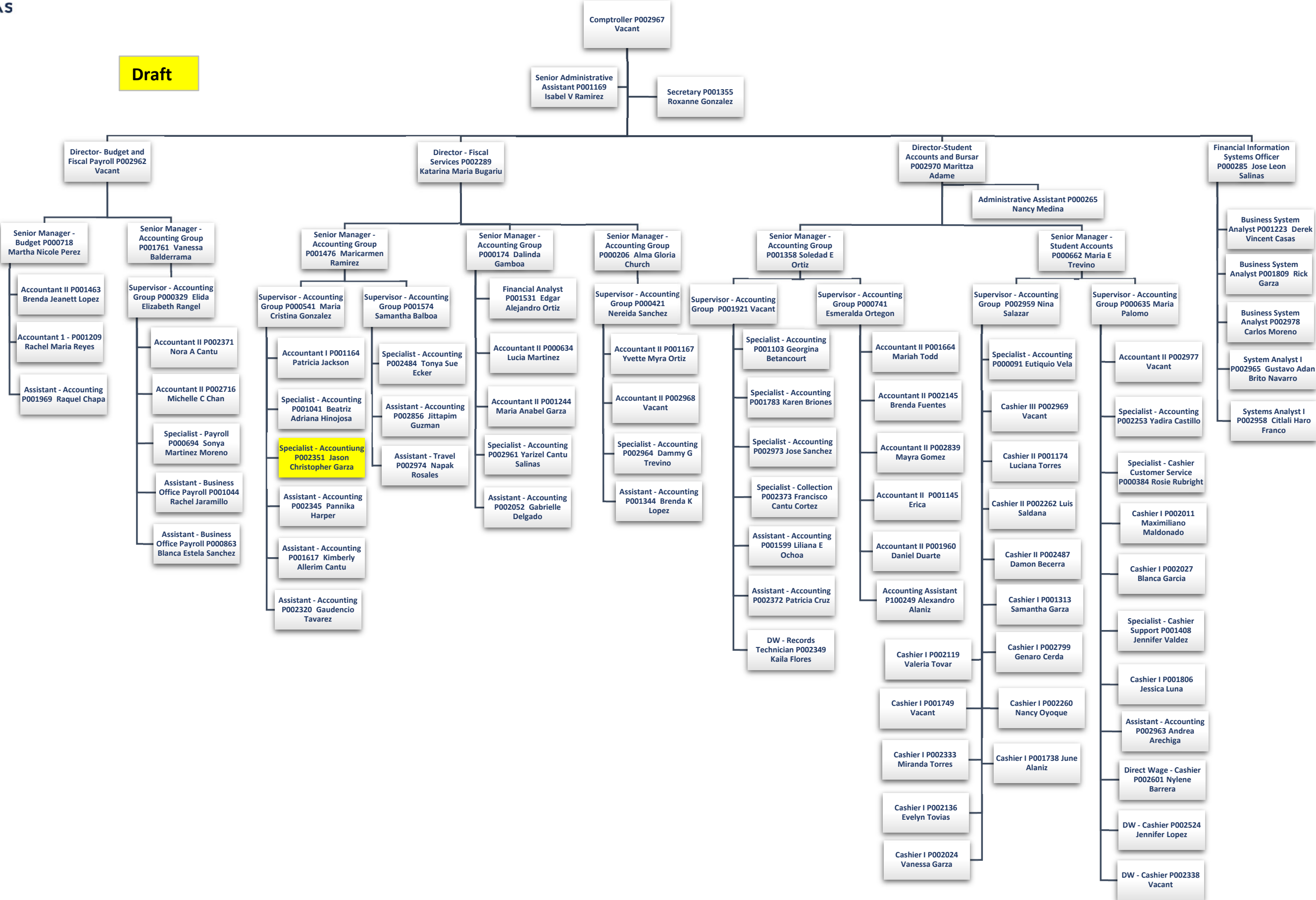
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FY 2026 Business Office Organization Chart



South Texas College Classification Description

Title: Associate Vice President for Human Resources

Department: Finance and Administrative Services

Pay Grade: Executive Administrative Professional - 14

Salary Range: \$129,149.00-\$182,053.00

Date: 2/1/2026

FLSA Status: Exempt

General Statement of Job

The Associate Vice President for Human Resources is the principal leader responsible for the overall leadership, strategic direction, and management of the South Texas College Human Resources functions and operations for all College campuses to achieve the College's mission and strategic direction. The Associate Vice President for Human Resources works collaboratively with the College administration, College committees, and staff to develop and execute plans and provides highly responsible, complex professional support to the Executive Team.

Specific Duties and Responsibilities

Essential Functions:

1. Responsible and accountable for providing executive leadership to ensure sound, transparent, and strategically aligned Human Resources and Talent Development operations that advance the College's long-term mission and workforce objectives.
2. Directs and maintains regulatory compliance in each of the following areas and provides management and oversight of recruitment and selection, onboarding, employee credentials, talent management, employee training and development, new position analysis and classification, employee relations, benefit administration, legal and regulatory compliance, performance evaluation, budget and compensation analysis, maintenance and communication of records required by law, Workers' Compensation, FMLA/ADA reviews, accreditation requirements and other associated functions.
3. Provides strategic leadership and direction to the Human Resources and Talent Development functions in accordance with the needs of all employees by monitoring industry trends and innovations.
4. Collaborates with College personnel to develop budget planning, project staffing projections, and resource allocations – including personnel, technology, facilities, and capital needs – ensuring alignment with institutional priorities.
5. Leads collaborative, cross-campus initiatives that enhance institutional effectiveness and strengthen the College's ability to support and advance its academic mission.
6. Prepares communications to college community on projects, changes, and pertinent information.
7. Oversees and manages critical federal and state reporting, complex surveys and

- data requests related to human resources for internal planning, regulatory compliance, and external reporting entities.
8. Ensure that Human Resources policies, procedures and practices comply with federal, state, and local laws and regulations.
 9. Develops efficient processes for onboarding and hiring of employees to enhance talent acquisition, organizational integration, and long-term retention.
 10. Develops and maintains the district-wide employee training, reporting, resources, tools, development program, and administers the employee's appraisal plan.
 11. Develops systems and processes for conflict management, complaint resolution, and employee investigation – ensuring fairness, consistency, and risk mitigation.
 12. Supervises the appropriate resolution of employee relations issues and investigations of employee discriminatory complaints and/or charges; represents the College at personnel-related hearings and investigations, and responsible for the analysis, maintenance, and communication of records required by law or local governing bodies, or other departments in the college.
 13. Leads, mentors, and supervises the Human Resources Division staff by selecting, training, motivating, counseling, and evaluating personnel, while developing a high-performing team capable of executing strategic HR priorities.
 14. Responsible for the development of the staffing plan for the board's approval, and for maintaining an up-to-date and accurate staffing plan throughout the fiscal year.
 15. Oversees benefits administration, including but not limited to insurance plans, retirement plans, optional employee benefits, Workers' Compensation, and leave accruals and balances.
 16. Strategically aligns wellness initiatives programs that foster employee health, productivity, and overall well-being.
 17. Partnering with IT, develops and improves current HRIS/Workday business processes and analytics and supervises HRIS/Workday functions. Ensures the integrity of employee data and security roles.
 18. Coordinates assigned activities and serves as the principal Human Resources liaison to campus divisions, departments, and external agencies, fostering collaborative partnerships that support institutional effectiveness.
 19. Develops and coordinates annual Employee Recognition service events and awards.
 20. May serve as Deputy Title IX Coordinator or Deputy 504 Coordinator, and provides leadership for College-wide compliance efforts in these areas, including supervision of related staff.
 21. Responsible for personnel-related portions of Board agendas, Board policies, and College procedures; prepares board meeting agendas as necessary
 22. Directs the administration of the employee compensation program, including salary surveys, position reclassifications and leveraging market benchmarking to maintain competitive pay scales.
 23. Administers and monitors procedures for salary administration and placement of new hires.
 24. Develops and maintains knowledge of policies in the areas of Human Resources and Talent Development and applicable federal, state, and local laws and regulations.
 25. Leads and handles special projects and strategic initiatives assigned by senior leadership, addressing complex organizational challenges and advancing institutional priorities.
 26. Travel throughout the College as needed.
 27. Assesses AI-augmented management to leverage technology to improve efficiency while maintaining human-centric oversight.
 17. Performs other duties as assigned.

Required Education and Experience

1. Master's degree in Human Resources Management, Business Administration, or related field required.
2. At least five (5) years of progressive management/leadership experience in human resources required.
3. Prior experience in higher education is highly preferred, but not required.
4. Experience with Human Resources Information Systems (HRIS) and enterprise-wide resource planning system (ERP) required.
5. Strong computer and proficiency with Microsoft Office Suite required.

Required Knowledge, Skills and Abilities

1. Demonstrated experience with the implementation of computer-based HRIS systems, analyses and related technology.
2. Demonstrated knowledge of selection, training, and supervision of personnel.
3. Demonstrated knowledge of compensation, benefits, and performance appraisal administration.
4. Demonstrated experience in general employment law and hearing procedures.
5. Demonstrated ability to implement policy and procedures.
6. Demonstrated ability to provide vigorous, creative, and effective fiscal management.
7. Evidence of commitment to collegiality, professional development, and integration.
8. Excellent oral, written, presentation, and interpersonal communication skills.
9. Strong computer skills with knowledge of Microsoft Office (Word, Excel, PowerPoint, and Outlook) and internet research skills.
10. Ability to prioritize and manage multiple projects that require demonstrated leadership ability.
11. Ability to analyze situations quickly and objectively and to determine the proper course of action.
12. Team player with the ability to collaborate with all college departments, functions, and other support services.
13. Ability to adapt to constant change and periods of fast-paced, high-intensity work situations.
14. Ability to work evenings and/or weekends as needed; willing to travel throughout the college district using own means of reliable transportation.
15. Demonstrated commitment to achieving the vision and mission of South Texas College.
16. Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, and governmental regulations.
17. Ability to write reports, business correspondence, and procedure manuals.
18. Ability to effectively present information and respond to inquiries from executive management, faculty, staff, students, public groups, regulatory agencies, and/or Boards of Trustees.
19. Ability to define problems, collect data, establish facts, and draw valid conclusions.
20. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
21. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Checks, Certificates, Licenses, and Registrations

1. Security-sensitive position: All applicants are subject to a criminal background check under South Texas College policy.
2. In addition, subject to a federal background check.
3. Must have or qualify for a valid Texas driver's license and proof of liability insurance.
4. Professional in Human Resources (PHR)/ Senior Professional in Human Resources (SPHR) and/or Society of Human Resource Management- Certified Professional (SHRM-CP)/ Society of Human Resource Management- Senior Certified Professional (SHRM-SCP) certification, preferred.

Physical Requirements

1. Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
2. Perceiving the nature of sounds at normal speaking levels with or without correction.
3. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
4. Ability to make rational decisions through sound logic and deductive processes.
5. Applying pressure to an object with the fingers and palm.
6. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
7. Expressing or exchanging ideas by means of the spoken word, including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
8. Standing particularly for sustained periods of time.
9. Close visual acuity to perform an activity such as: preparing and analyzing data and figures, transcribing, viewing a computer terminal, and/or extensive reading.
10. Mobility to accomplish tasks, particularly for long distances or moving from one work site to another.

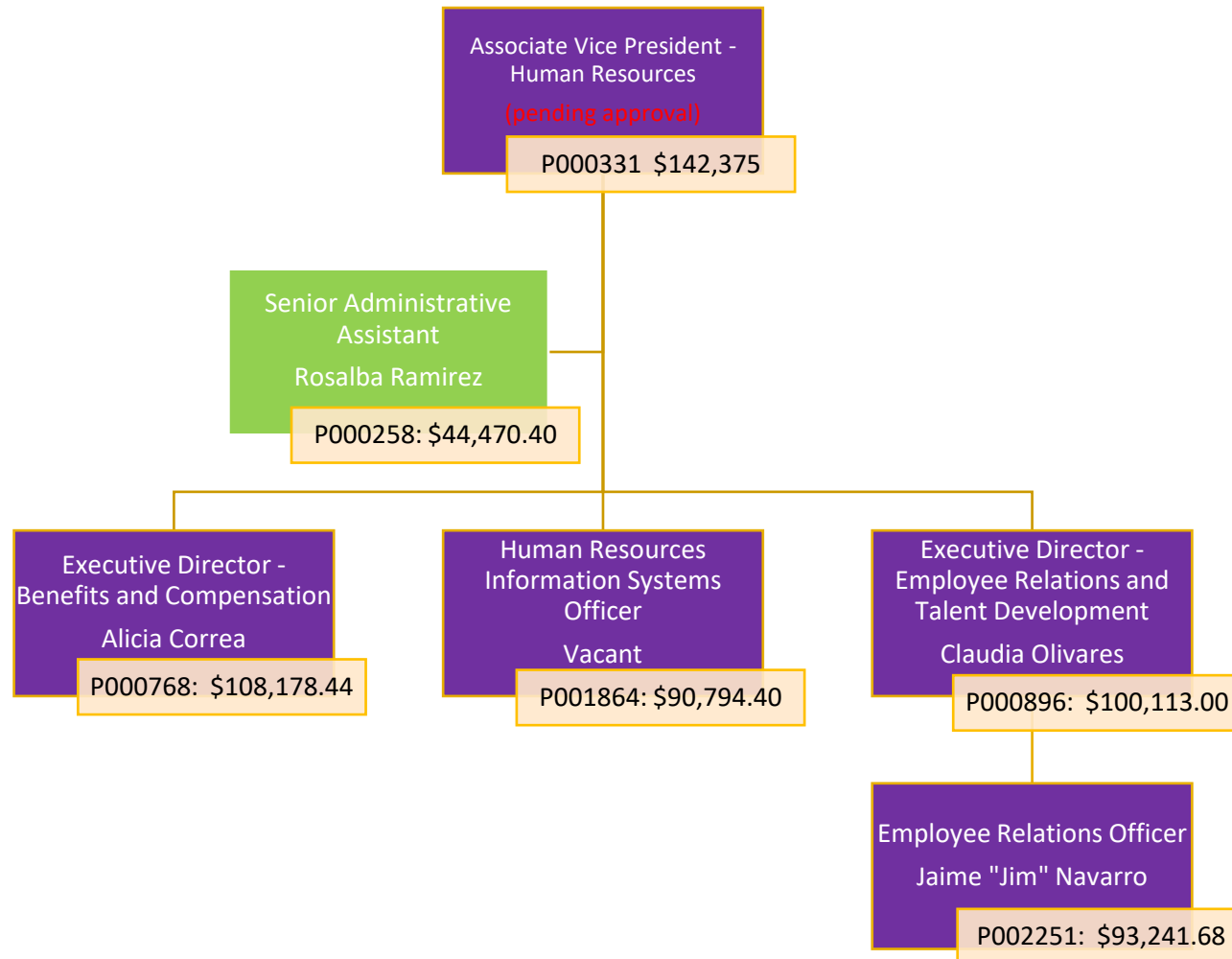
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Key:
Administrative
Professional/Technical Exempt
Professional/Technical Non-Exempt
Classified

Proposed: Human Resources Administrative Organizational Chart FY 2025-2026



South Texas College

Classification Description

Title: Learning Excellence Specialist for Online Services (Grant-funded)

Department: Centers for Learning Excellence

Reports to: Learning Support Manager

Pay Grade: Professional/Technical Non-Exempt - B

Salary Range: \$29,000.00 - \$50,750.00

Date: 10/27/2020

FLSA Status: Non-Exempt

General Statement of Job

The Learning Excellence Specialist for Online Services provides assistance and support in the oversight of daily operations of the Centers for Learning Excellence (CLE) online services. Assists with recommendations for hire, supervision, scheduling, and evaluation of Student Learning Assistants and Customer Service Clerks in the CLE-Online environment. Plans, develops, and delivers training for CLE part-time staff. Oversees workshops and exam reviews offered by and affiliated with CLE-Online. This grant-funded position reports to the CLE Learning Support Manager.

Specific Duties and Responsibilities

Essential Functions:

1. Provides assistance and support in the oversight and supervision of the daily operation of CLE-Online; maintains an online environment that is student-centered, welcoming, and supportive of learning.
2. Assists in supervising and managing the implementation of online tutoring activities.
3. Assists with supervision and development of tutorials and other academic success initiatives designed to enhance learning and to promote the development of independent learners online.
4. Assists CLE Campus Coordinators with recruiting, scheduling, and evaluating of Student Learning Assistants (tutorial staff) and Customer Service Clerks working in the CLE-Online environment.
5. Access to a remote working site that is safe and free from interruptions, and to equipment and reliable internet connection sufficient to perform job duties remotely as required.
6. Serves as a Designee for time and attendance records for Student Learning Assistants (tutorial staff) and Customer Service Clerks for CLE-Online.
7. Markets CLE-Online services to faculty and students, including developing and delivering presentations and orientations about CLE-Online programs and services.
8. Prepares periodic reports of CLE-Online tutors' activity and student tutoring requests for the Director of CLE and CLE Campus Coordinators.
9. Liaises with Distance Learning on matters pertaining to academic support services for distance learners.
10. Maintains comprehensive records of services delivered through CLE-Online.

11. Maintains a personal plan for professional development and quality enhancement according to accepted best practices within the field of learning assistance.
12. Addresses student complaints and concerns, notifying the CLE Director, CLE Learning Support Manager, CLE Campus Coordinators, Department of Public Safety, or Office of Judicial Affairs as appropriate.
13. Develops, schedules, and delivers training for CLE Student Learning Assistants (tutorial staff) and Customer Service Clerks.
14. Maintains an inventory and ensures security of supplies, materials, books, computers, and circulating equipment for CLE-Online.
15. Reports technical issues with CLE Online equipment or software to technical support staff.
16. Oversees, schedules, and promotes online workshops and exam reviews.
17. Travels throughout the college district, as needed.
18. Performs other duties as assigned.

Required Education and Experience

1. Bachelor's degree required. Master's preferred.
2. Two years of supervisory experience required.
3. At least nine (9) months (one academic year—fall to spring) of experience working with students in learning support (tutoring, supplemental instruction, test proctoring, teaching, online learning, advising/peer mentoring) or comparable experience in education preferred.
4. Experience delivering or overseeing delivery of online academic support services - preferably at the post-secondary level - preferred.

Required Knowledge, Skills and Abilities

1. Excellent oral, written, presentation, and interpersonal communication skills.
2. Strong computer skills with knowledge of Microsoft Office including, but not limited to, Word, Excel, PowerPoint, and Outlook, the Windows environment, and internet research skills.
3. Knowledge of gathering data and statistical research and reporting.
4. Ability to supervise and train large groups of tutors.
5. Ability to work independently as well as a team player within department and with others.
6. Ability to prioritize, organize, and complete multiple tasks with attention to detail, within stated deadlines.
7. Demonstrated ability to interact effectively with a diverse, multi-cultural student population.
8. Demonstrated commitment to achieving the vision and mission of South Texas College.
9. Ability to read, analyze, and interpret related professional journals, technical procedures, or governmental regulations.
10. Ability to write reports, business correspondence, and procedure manuals.
11. Ability to effectively present information and respond to questions from groups of students, faculty or staff members.
12. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
13. Ability to interpret a variety of instructions furnished in written, oral, diagram, or

schedule form.

Checks, Certificates, Licenses, and Registrations

1. Security Sensitive position: all applicants are subject to a criminal background check under South Texas College policy.
2. Must have or qualify for a valid Texas driver's license and proof of liability insurance.
3. College Reading and Learning Association (CRLA) certification or comparable preferred (any level).

Physical Requirements

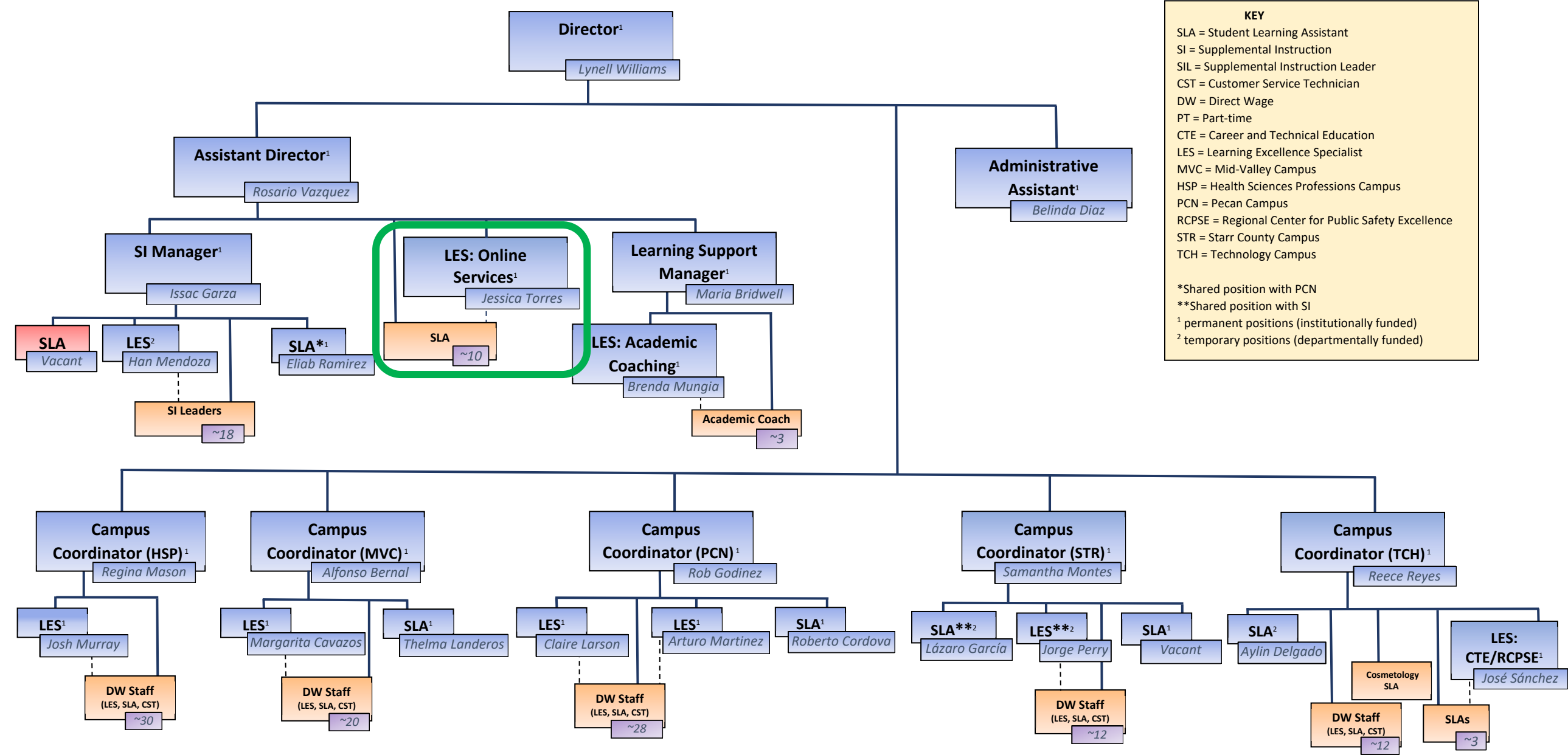
1. Exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
2. Bending the body downward and forward by bending leg and spine.
3. Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.
4. Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
5. Perceiving the nature of sounds at normal speaking levels with or without correction.
6. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
7. Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. Occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
8. Ability to make rational decisions through sound logic and deductive processes.
9. Using upper extremities to exert force in order to draw, haul or tug objects in a sustained motion.
10. Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.
11. Extending hand(s) and arm(s) in any direction.
12. Substantial movements (motions) of the wrist, hands, and/or fingers.
13. Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
14. Standing particularly for sustained periods of time.
15. Bending body downward and forward by bending spine at the waist. Occurs to a considerable degree and requires full motion of the lower extremities and back muscles.
16. Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
17. Close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading, including color, depth perception, and field vision.
18. Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

South Texas College is an equal education and equal employment opportunity/affirmative action employer. South Texas College does not discriminate or tolerate discrimination against any employee, applicant for employment, student, or applicant for admission on the basis of race, color, national origin, ethnicity, religion, age, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, parental status, disabilities, genetic information, veteran status, or any other protected category under applicable local, state, or federal law. Conduct that excludes participation, denies benefits or subjects others to discrimination is prohibited. The College complies with all applicable policies and state and federal legislation in order to combat discrimination.

Positions in blue are institutionally or departmentally funded full-time.
Positions in orange are departmentally funded part-time.
Positions in red are grant funded full-time.
Purple denotes multiple slots for indicated part-time position.



Review and Recommend Action to Adopt Local District Update Policy

Purpose	To adopt the local policy listed in Appendix A to align with College operations.
Justification	The local policy reflects the updates to the College's internal operations.
Enclosed Documents	Appendix A – List of Policy Appendix B – Policy
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Deyadira Leal, Director of Purchasing
Recommendation	The Committee recommends Board approval to adopt the local district update policies listed in Appendix A, as presented, and which supersedes any previously adopted Board policy.

Appendix A

Policy	Last Adopted Date	Justification
Policy CF (LOCAL) – Purchasing and Acquisition	10/29/2024	Recommended revisions, as passed in Senate Bill 1173, effective September 1, 2025, have increased the aggregate purchasing threshold for RFPs and for Board approval from \$50,000 to \$100,000 for the purchase of goods and services. This change is rooted in the increase of inflation and transaction costs while maintaining thresholds that ensure competitive integrity in higher-value contracts. Additionally, incorporated new language to include the current practice of accepting electronic bids and proposals. This revision modernizes the procurement process by enabling vendors to submit responses through approved electronic platforms while maintaining the integrity and confidentiality of sealed submissions.

Appendix B

Policy follows in the packet.

PURCHASING AND ACQUISITION

CF
(LOCAL)

**Purchasing and
Contracting
Authorization**

The Board delegates to the College President or designee the authority to authorize and enter into, on behalf of the College District, any contract or agreement of any nature which is necessary and appropriate for the operations of the College District in accordance with this policy, including the limitations set forth below, state law, and the College District's budget. To the extent this policy contradicts or is inconsistent with other Board policies which govern specific types of contracts and agreements including, without limitation, any grants and awards which are covered by CAA(LOCAL), employment contracts which are governed by DCA(LOCAL), and any facilities construction contracts which are covered by CM(LOCAL), the provisions of the policies governing specific types of contracts and agreements shall control.

**Board Approval
Required**

Except as otherwise indicated, Board approval and authorization shall be required for all contracts, agreements, and transactions including, without limitation, purchases, sales, leases, rentals, licenses, interlocal and interagency agreements, and memoranda of understanding if the value of the contract, agreement, or transaction is expected to equal or exceed, in the aggregate during the life of the contract, the sum of \$50,000.

Notwithstanding the foregoing, the following types of contracts, agreements, and transactions shall also require specific Board approval and authorization:

1. Purchases or sales of real property regardless of the value of the contract;
2. Change orders and other modifications or amendments of contracts for construction services as a result of which the cost of the contract is increased by \$10,000 or more or the change order or other modification causes the total cost of the original construction contract to equal or exceed \$50,000;
3. The acquisition or conveyance of any interest in real or personal property including leaseholds, licenses, and rentals with a term exceeding one year (including options to renew);
4. Licenses, concessions, facility use agreements, and other revenue-generating agreements exceeding a term of two years (including options to renew);
5. Contracts involving the sale or licensing of intellectual property and technology transfer agreements regardless of the amount; and
6. All contracts of any nature for which Board approval is specifically required pursuant to College District policy or applicable law.

PURCHASING AND ACQUISITION

CF
(LOCAL)

Nothing contained in this policy is intended or shall be construed to prohibit or prevent the College President, in the College President's sole discretion, from seeking authorization or approval from the Board with respect to any contract.

Emergency
Exception

In the event of a catastrophe, emergency, or natural disaster affecting the College District, the Board delegates to the College President the authority to contract for the replacement, construction, or repair of College District equipment or facilities in accordance with law if emergency replacement, construction, or repair is necessary for the health and safety of College District students and staff. The College President shall report to the Board at the next regular meeting any contract made under this authority.

Purchasing
Procedures

The College President shall develop, or cause to be developed, purchasing and contracting procedures to implement the requirements of College District policies and state and federal law.

Signatory Authority

Except where Board approval is required as set forth above, the College President shall have the responsibility and authority to initiate, prepare, and execute all types of contracts and agreements as described herein. All contracts shall be executed in accordance with College District policies and procedures.

The College President may delegate, at the College President's discretion, all or a portion of the College President's authority granted under this policy to initiate, approve, and execute contracts. The College President shall enact and publish appropriate regulations and/or procedures to delegate this authority. Such delegation must be specific and in writing to be effective. The College President will remain responsible for all such delegated contracts, purchases, and agreements.

No employee or agent of the College District shall have the authority to enter into any contract on behalf of the College District except as otherwise expressly provided by this policy, as well as any corresponding regulations or procedures enacted by the College President. If a College District employee signs a contract without authority, or falsely represents to a third party that the employee has the authority to sign a contract, the employee may be held personally responsible to the third party in accordance with law. An agreement that is not expressed in writing and approved and executed in accordance with this policy shall not be binding or enforceable against the College District.

An employee who signs a contract or seeks to bind the College District to an agreement in violation of this policy may be subject to discipline, up to and including discharge of employment. [See DH(LOCAL) and DM(LOCAL)]

PURCHASING AND ACQUISITION

CF
(LOCAL)

Purchasing Method	In connection with the purchase of any goods or services, the Board delegates to the College President or designee the authority to select the purchasing method in accordance with the College District's policies and state and federal law. Such methods may include, without limitation, competitive bidding and competitive sealed proposals.
Competitive Bidding	If competitive bidding is chosen as the purchasing method, the College President or designee shall prepare bid specifications. All bids shall be in accordance with administrative regulations. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered. The College District may reject any and all bids.
Competitive Sealed Proposals	If competitive sealed proposals are chosen as the purchasing method, the College President or designee shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time for opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened. The College District may reject any and all proposals.
Responsibility for Debts	The Board shall assume responsibility for debts incurred in the name of the College District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the College District's purchasing procedures. [See CC] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons making unauthorized purchases shall assume full responsibility for all such debts.
Personal Purchases	College District employees shall not be permitted to make purchases for personal use through the College District's business office.
Delinquent Franchise Taxes	Each vendor contracting with the College District for sale of goods or services to the College District shall certify that its franchise taxes are current. If the vendor is exempt from payment of franchise taxes or is an out-of-state entity not subject to Texas franchise tax, it shall certify a statement to that effect. Making a false statement as to corporate franchise tax status shall be considered

PURCHASING AND ACQUISITION

CF
(LOCAL)

a material breach of the contract and shall be grounds for cancellation of the contract.

Current

PURCHASING AND ACQUISITION

CF
(LOCAL)

**Purchasing and
Contracting
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PURCHASING AND ACQUISITION

CF
(LOCAL)

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PURCHASING AND ACQUISITION

CF
(LOCAL)

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Competitive Bidding

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The College District may reject any and all bids.

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Electronic Bids or Proposals

Bids or proposals that the College District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

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The Board shall assume responsibility for debts incurred in the name of the College District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the College District's purchasing procedures. [See CC] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons making unauthorized purchases shall assume full responsibility for all such debts.

PURCHASING AND ACQUISITION

CF
(LOCAL)

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Franchise Taxes**

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New

PURCHASING AND ACQUISITION

CF
(LOCAL)

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PURCHASING AND ACQUISITION

CF
(LOCAL)

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CF
(LOCAL)

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**Delinquent
Franchise Taxes**

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Markup

Review and Recommend Action to Adopt Local Board Policies Included in Numbered Update 50

Purpose	To adopt the local policies listed in Appendix A to align with the Texas Association of School Boards (TASB) policy manual.
Justification	TASB issues numbered updates semiannually to the College. The number updates respond to changes to state and federal law, court cases, and decisions by the attorney general, and may also contain suggested changes to an existing local policy or the development of a new local policy made by TASB.
Enclosed Documents	Appendix A – List of Policies Appendix B – Policies
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Matthew S. Hebbard, Vice President for Student Affairs and Enrollment Management Claudia Olivares, Director for Employee Relations and Talent Development George McCaleb, Executive Director for Facilities Operations and Maintenance Pablo Hernandez, Dean for Student Affairs
Recommendation	The Committee recommends Board approval to adopt the numbered update local policies listed in Appendix A as presented, and which supersedes any previously adopted Board policy.

Appendix A

Item	Policy	Last Adopted Date	Update	Explanatory Notes
A.	DGC (Local) – Employee Rights and Privileges: Employee Expression and Use of College Facilities	6/25/2024	50	Recommended revisions throughout this policy incorporate SB 2972, which addresses the regulation of expressive activities on college campuses. A definition of Expressive Activities has been added. At Prohibited Speech and Conduct, existing content from Limitations on Content, Approval, and Common Outdoor Areas has been consolidated and updated to reflect language from the bill prohibiting certain expressive activities on campus. Also, from SB 2972, language has been added at Time, Place, and Manner Restrictions prohibiting the distribution of materials in a manner that is materially and substantially disruptive to college operations. Language has been added to clarify when Identification must be provided. Employees and employee organizations distributing materials or using college facilities must provide identification to a college representative. Recommended revisions provide that the Distribution of Literature by faculty and other instructional personnel as part of instruction or other classroom activities is not governed by that section. Additional changes have been made for clarity. A response to the House Select Committee on Civil Discourse and Freedom of Speech in Higher Education was provided regarding the policies impacted by SB2972.
B.	FLA (Local) – Student Rights and Responsibilities: Student Expression and Use of College Facilities	6/25/2024	50	Recommended revisions throughout this policy incorporate SB 2972, which addresses the regulation of expressive activities on college campuses. A definition of Expressive Activities has been added. At Prohibited Speech and Conduct, existing content from Limitations on Content, Approval, and Common Outdoor Areas has been

Item	Policy	Last Adopted Date	Update	Explanatory Notes
				consolidated and updated to reflect language from the bill prohibiting certain expressive activities on campus. Also, from SB 2972, language has been added at Time, Place, and Manner Restrictions prohibiting the distribution of materials in a manner that is materially and substantially disruptive to college operations. Language has been added to clarify when Identification must be provided. Students and student organizations distributing materials or using college facilities must provide identification to a college representative. Additional changes have been made for clarity. A response to the House Select Committee on Civil Discourse and Freedom of Speech in Higher Education was provided regarding the policies impacted by SB2972.
C.	GD (Local) – Community Expression and Use of College Facilities	11/25/2025	50	Recommended revisions incorporate SB 2972, which addresses the regulation of expressive activities on college campuses. A definition of Expressive Activities has been added. At Prohibited Speech and Conduct, existing content from Approval, Designated Public Forums, and Limitations on Content has been consolidated and updated to reflect language from the bill prohibiting certain expressive activities on campus. Also, from SB 2972, language has been added at Time, Place, and Manner Restrictions prohibiting the distribution of materials in a manner that is materially and substantially disruptive to college operations. Language has been added to clarify when Identification must be provided. Community members and organizations distributing materials or using college facilities must provide identification to a college representative. Language related to Designated Public Forums has been added to require the board to designate common outdoor areas where

Item	Policy	Last Adopted Date	Update	Explanatory Notes
				community members may engage in permissible expressive activities and publish those areas on the college's website and in other publications. Additional changes have been made for clarity. A response to the House Select Committee on Civil Discourse and Freedom of Speech in Higher Education was provided regarding the policies impacted by SB2972.

Appendix B

Policies follow in the packet.

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Note: For expression and use of College District facilities and grounds by students and registered student organizations, see FLA. For expression and use of College District facilities and grounds by the community, including by nonstudents and organizations that are not registered student organizations, see GD. For use of the College District's internal mail system, see CHE.

As defined by the Texas Government Code 448.001, "Anti-semitism," 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.

Academic Freedom

The College District, as an institution of higher education, serves the common good which depends upon an uninhibited search for truth and its open expression. The points enumerated below constitute the College District's position on academic freedom:

1. Faculty members are appointed to impart to their students and to their communities the truth as they see it in their respective disciplines. The teacher's right to teach preserves the student's right to learn.
2. The mastery of a subject makes a faculty member a qualified authority in that discipline and competent to choose how to present its information and conclusions to students. The following are among the freedoms and responsibilities, which should reside primarily with the faculty: sharing participation in planning and revising curricula, selecting supplemental readings, and selecting classroom films and other teaching materials.
3. Faculty members are citizens and, therefore, possess the rights of citizens. These rights include, among others, the right as private citizens to speak freely outside the classroom on matters of public concern and to participate in lawful political activities.
4. Prior restraint or sanctions should not be imposed upon faculty members in the exercise of their rights as citizens or duties as teachers. Nor should faculty members fear reprisals for exercising their civic rights and academic freedom.

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5. Faculty members have a right to expect the Board and administrators to uphold vigorously the principles of academic freedom and to protect them from harassment, censorship, or interference from outside groups and individuals.
6. Academic freedom should not be used to infringe on student rights or abilities.
7. Individual faculty members will be responsible for choosing instructional methodologies, assigning grades, and maintaining classroom discipline.

The academic freedom of faculty members is accompanied by equally compelling obligations and responsibilities to their profession, their students, their institutions, and their communities. Faculty members must defend the rights of academic freedom while accepting willingly the responsibilities enumerated below:

1. Faculty members should be judicious in the introduction of material in the classroom without forfeiting the instructional benefits of controversy.
2. Faculty members are entitled to all rights and privileges of academic freedom in the classroom while discussing the subjects they teach. No faculty member, however, should attempt to force on students a personal viewpoint that is intolerant of the rights of others to hold or express diverse opinions.
3. Faculty members recognize their responsibility to maintain competence in their disciplines through continued professional development and to demonstrate that competence through consistently adequate preparation and performance.
4. Faculty members recognize that the public will judge their institutions and their profession by their public conduct. Therefore, faculty members should always make clear that the views they express are their own and should avoid creating the impression that they speak or act on behalf of their employing institutions or of their profession.

It is the policy of the College District to:

1. Entitle faculty members freedom in the classroom in discussing the subject that they teach;
2. Hold each faculty member responsible for judicious use of controversial material in the classroom and limit introduction of such material only as it has clear relationship to the approved curriculum and subject; and

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3. Hold each faculty member responsible for maintenance of competencies, exercising professional integrity, being professional in conduct with students, and recognizing and exercising that the faculty member's right to freedom of expression must be balanced with the interest of the state as an employer, so as not to nullify constitutional protection.

The College District shall address faculty academic freedom and the associated responsibilities in appropriate College District publications.

Complaints regarding alleged violations of the right to academic freedom shall be filed in accordance with DGBA(LOCAL).

**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 employee or employee 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 an employee or employee organization.

**Limitations on
Content**

Materials shall not be distributed by an employee or employee 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 nonpermissible solicitation [see DHC]; 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 to College District operations;
2. Does not impede reasonable access to College District facilities;
3. Does not result in damage to College District property;

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4. Does not interfere with the rights of others; and
5. Does not violate local, state, or federal laws or College District policies and procedures.

The distributor shall clean the distribution area of any discarded or leftover materials. Additionally, any posted material shall be removed and disposed of properly.

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 employees or employee organizations to employees or others in College District facilities and areas that are not considered common outdoor areas.

**Use of Facilities and
Grounds**

The facilities and grounds of the College District shall be made available to employees or employee organizations when such use does not conflict with use by, or any of the policies and procedures of, the College District. The requesting employees or employee organization shall pay all expenses incurred by their use of the facilities in accordance with a fee schedule developed by the College President or designee and approved by the Board.

An “employee organization” is an organization composed only of College District faculty and staff or an employee professional organization.

Requests

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

The employees or the employee 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

The campus administrator shall approve or reject the request in accordance with provisions 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 employees’ or employee organization’s use of the facility.

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

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1. The College District facility requested is unavailable, inadequate, or inappropriate to accommodate the proposed use at the time requested;
2. The applicant is under a disciplinary penalty or sanction prohibiting the use of the facility;
3. The proposed use includes nonpermissible solicitation [see DHC];
4. 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;
5. The applicant owes a monetary debt to the College District and the debt is considered delinquent;
6. The proposed activity would disrupt or disturb the regular academic program;
7. The proposed use would result in damage to or defacement of property or the applicant has previously damaged College District property;
8. The proposed activity would constitute an unauthorized joint sponsorship with an outside group; or
9. The proposed use would constitute expression that is considered prohibited harassment or antisemitism.

The campus administrator shall provide the applicant a written statement of the grounds for rejection if a request is denied.

*Common
Outdoor Area
Exception*

Common outdoor areas are traditional public forums and are not subject to the approval procedures. Employees and employee 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.

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Announcements and Publicity	In accordance with administrative procedures, all employees and employee organizations shall be given access on the same basis for making announcements and publicizing their meetings and activities.
Identification	Employees and employee organizations using College District facilities must provide identification when requested to do so by a College District representative.
Violations	Failure to comply with this policy and associated procedures shall result in appropriate administrative action, including but not limited to, termination, suspension of an employee's or employee organization's use of College District facilities and/or other disciplinary action in accordance with the College District's policies and procedures and the employee handbook.
Interference with Expression	Faculty, 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 under this policy may be appealed in accordance with 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.

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Note: For expression and use of College District facilities and grounds by students and registered student organizations, see FLA. For expression and use of College District facilities and grounds by the community, including by nonstudents and organizations that are not registered student organizations, see GD. For use of the College District's internal mail system, see CHE.

Academic Freedom

The College District, as an institution of higher education, serves the common good, which depends upon an uninhibited search for truth and its open expression. The points enumerated below constitute the College District's position on academic freedom:

1. Faculty members are appointed to impart to their students and to their communities the truth as they see it in their respective disciplines. The teacher's right to teach preserves the student's right to learn.
2. The mastery of a subject makes a faculty member a qualified authority in that discipline and competent to choose how to present its information and conclusions to students. The following are among the freedoms and responsibilities, which should reside primarily with the faculty: sharing participation in planning and revising curricula, selecting supplemental readings, and selecting classroom films and other teaching materials.
3. Faculty members are citizens and, therefore, possess the rights of citizens. These rights include, among others, the right as private citizens to speak freely outside the classroom on matters of public concern and to participate in lawful political activities.
4. Prior restraint or sanctions should not be imposed upon faculty members in the exercise of their rights as citizens or duties as teachers. Nor should faculty members fear reprisals for exercising their civic rights and academic freedom.
5. Faculty members have a right to expect the Board and administrators to uphold vigorously the principles of academic freedom and to protect them from harassment, censorship, or interference from outside groups and individuals.
6. Academic freedom should not be used to infringe on student rights or abilities.

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7. Individual faculty members will be responsible for choosing instructional methodologies, assigning grades, and maintaining classroom discipline.

The academic freedom of faculty members is accompanied by equally compelling obligations and responsibilities to their profession, their students, their institutions, and their communities. Faculty members must defend the rights of academic freedom while accepting willingly the responsibilities enumerated below:

1. Faculty members should be judicious in the introduction of material in the classroom without forfeiting the instructional benefits of controversy.
2. Faculty members are entitled to all rights and privileges of academic freedom in the classroom while discussing the subjects they teach. No faculty member, however, should attempt to force on students a personal viewpoint that is intolerant of the rights of others to hold or express diverse opinions.
3. Faculty members recognize their responsibility to maintain competence in their disciplines through continued professional development and to demonstrate that competence through consistently adequate preparation and performance.
4. Faculty members recognize that the public will judge their institutions and their profession by their public conduct. Therefore, faculty members should always make clear that the views they express are their own and should avoid creating the impression that they speak or act on behalf of their employing institutions or of their profession.

It is the policy of the College District to:

1. Entitle faculty members freedom in the classroom in discussing the subject that they teach;
2. Hold each faculty member responsible for judicious use of controversial material in the classroom and limit introduction of such material only as it has a clear relationship to the approved curriculum and subject; and
3. Hold each faculty member responsible for maintenance of competencies, exercising professional integrity, being professional in conduct with students, and recognizing and exercising that the faculty member's right to freedom of expression must be balanced with the interest of the state as an employer, so as not to nullify constitutional protection.

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The College District shall address faculty academic freedom and the associated responsibilities in appropriate College District publications.

Complaints regarding alleged violations of the right to academic freedom shall be filed in accordance with DGBA(LOCAL).

Antisemitism

As defined by law, "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.

Expressive Activities

Employees and employee organizations may engage in expressive activities in accordance with this policy. "Expressive activities" means any speech or expressive conduct protected by the First Amendment to the U.S. Constitution or by Texas Constitution Article I, Section 8, and includes assemblies, protests, speeches, the distribution of written material, the carrying of signs, and the circulation of petitions.

**Prohibited Speech
and Conduct**

The term "expressive activities" does not include the following speech and conduct, which is prohibited on College District facilities and grounds and through the use of College District technology and networks:

1. Defamatory statements about public figures or others;
2. Prohibited harassment or antisemitism [see DIAA, DIAB, FFDA, and FFDB];
3. Incitement to imminent lawless or disruptive activity;
4. Obscenity; or
5. Threats to engage in unlawful activity.

The following conduct is also prohibited:

1. Engaging in unlawful conduct.
1. Engaging in expressive activities that materially and substantially disrupt College District operations at any time, including from 10:00 p.m. to 8:00 a.m. and during the last two weeks of each semester or term.
2. Engaging in expressive activities that materially and substantially disrupt College District operations by inviting speakers to

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Speak on campus or by using drums or other percussive instruments during the last two weeks of a semester or term.

3. Using a sound amplification device while engaging in expressive activities during class hours, between 10:00 p.m. to 8:00 a.m., and during the last two weeks of each semester or term to intimidate others, interfere with campus operations, or interfere with a College District employee's or a peace officer's lawful performance of a duty.
1. Camping or erecting tents or other living accommodations, with the exception of reasonable use and modifications of assigned College District housing consistent with administrative regulations. This prohibition applies to shelters that are erected for the purpose of residing within the shelter. It does not apply to other shelters that are erected on a temporary basis to provide protection from the weather or, with approval granted by the campus administrator in accordance with administrative procedures, for special events.
2. Wearing a disguise or other means of concealing a person's identity while engaging in expressive activities with the intent, as determined by the campus administrator or a law enforcement officer to:
 - a. Obstruct the enforcement of law or College District policies and regulations by avoiding identification;
 - b. Intimidate others; or
 - c. Interfere with a College District employee's or a peace officer's lawful performance of a duty.
3. Lowering the College District's U.S. or Texas flag with the intent to raise another nation's flag or the flag representing an organization or group of people.
4. Engaging in expressive activities in a manner that 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.
5. Damaging or defacing property.

**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 employee or employee organization, except in accordance with this policy.

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The College District shall not be responsible for, nor shall the College District endorse, the contents of any materials distributed by an employee or employee organization.

Materials distributed by faculty and other instructional personnel as a part of instruction or other authorized classroom activities shall not be governed by this section.

Limitations on
Content

Materials shall not be distributed by an employee or employee organization on College District property if:

1. The materials constitute prohibited speech, described above;
2. The materials constitute nonpermissible solicitation [see DHC]; or
3. 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 materially and substantially disruptive to College District operations;
2. Does not impede reasonable access to College District facilities;
3. Does not result in damage to College District property;
4. Does not interfere with the rights of others; and
5. Does not violate local, state, or federal laws or College District policies and procedures.

The distributor shall clean the distribution area of any discarded or leftover materials. Additionally, any posted material shall be removed and disposed of properly.

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 employees or employee organizations to employees or others in College District facilities and areas that are not considered common outdoor areas.

Use of Facilities and
Grounds

The facilities and grounds of the College District shall be made available to employees or employee organizations when such use does not conflict with use by, or any of the policies and procedures of, the College District. The requesting employees or employee organization shall pay all expenses incurred by their use of the facilities in accordance with a fee schedule developed by the College President or designee and approved by the Board.

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	An “employee organization” is an organization composed only of College District faculty and staff or an employee professional organization.
Requests to Use Facilities	To request permission to meet or host a speaker in College District facilities, interested employees or employee organizations shall file a written request with the campus administrator in accordance with administrative procedures. The employees or the employee 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.
<i>Approval</i>	The campus administrator shall approve or reject the request in accordance with provisions 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 employees’ or employee organization’s use of the facility. Approval shall not be granted when the official has reasonable grounds to believe that the use would be prohibited conduct, described above, or 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 under a disciplinary penalty or sanction prohibiting the use of the facility; 3. The proposed use includes nonpermissible solicitation [see DHC]; 4. The applicant owes a monetary debt to the College District and the debt is considered delinquent; 5. The applicant has previously damaged College District property; or 6. The proposed activity would constitute an unauthorized joint sponsorship with an outside group. The campus administrator shall provide the applicant a written statement of the grounds for rejection if a request is denied.
<i>Common Outdoor Areas</i>	Employees and employee organizations may engage in expressive activities in common outdoor areas without prior approval, unless the activities constitute prohibited speech or conduct described above.

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Announcements
and Publicity

In accordance with administrative procedures, all employees and employee organizations shall be given access on the same basis for making announcements and publicizing their meetings and activities.

Identification

Employees and employee organizations distributing materials on campus or using College District facilities must provide identification when requested to do so by a College District representative engaging in official duties.

Violations

Failure to comply with law or this policy and associated procedures shall result in appropriate administrative action, including but not limited to, termination, suspension of an employee's or employee organization's use of College District facilities and/or other disciplinary action in accordance with the College District's policies and procedures and the employee handbook.

Interference with
Expression

Faculty, 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 under this policy may be appealed in accordance with 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.

EMPLOYEE RIGHTS AND PRIVILEGES
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~~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.~~

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5. Faculty members have a right to expect the Board and administrators to uphold vigorously the principles of academic freedom and to protect them from harassment, censorship, or interference from outside groups and individuals.
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3. Faculty members recognize their responsibility to maintain competence in their disciplines through continued professional development and to demonstrate that competence through consistently adequate preparation and performance.
4. Faculty members recognize that the public will judge their institutions and their profession by their public conduct. Therefore, faculty members should always make clear that the views they express are their own and should avoid creating the impression that they speak or act on behalf of their employing institutions or of their profession.

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3. Hold each faculty member responsible for maintenance of competencies, exercising professional integrity, being professional in conduct with students, and recognizing and exercising that the faculty member's right to freedom of expression must be balanced with the interest of the state as an employer, so as not to nullify constitutional protection.

The College District shall address faculty academic freedom and the associated responsibilities in appropriate College District publications.

Complaints regarding alleged violations of the right to academic freedom shall be filed in accordance with DGBA(LOCAL).

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Expressive Activities

Employees and employee organizations may engage in expressive activities in accordance with this policy. "Expressive activities" means any speech or expressive conduct protected by the First Amendment to the U.S. Constitution or by Texas Constitution Article I, Section 8, and includes assemblies, protests, speeches, the distribution of written material, the carrying of signs, and the circulation of petitions.

Prohibited Speech and Conduct

The term "expressive activities" does not include the following speech and conduct, which is prohibited on College District facilities and grounds and through the use of College District technology and networks:

1. Defamatory statements about public figures or others;
2. Prohibited harassment or antisemitism [see DIAA, DIAB, FFDA, and FFDB];
3. Incitement to imminent lawless or disruptive activity;
4. Obscenity; or
5. Threats to engage in unlawful activity.

The following conduct is also prohibited:

1. Engaging in unlawful conduct.

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1. Engaging in expressive activities that materially and substantially disrupt College District operations at any time, including from 10:00 p.m. to 8:00 a.m. and during the last two weeks of each semester or term.
1. Engaging in expressive activities that materially and substantially disrupt College District operations by inviting speakers to speak on campus or by using drums or other percussive instruments during the last two weeks of a semester or term.
2. Using a sound amplification device while engaging in expressive activities during class hours, between 10:00 p.m. to 8:00 a.m., and during the last two weeks of each semester or term to intimidate others, interfere with campus operations, or interfere with a College District employee's or a peace officer's lawful performance of a duty.
1. Camping or erecting tents or other living accommodations, with the exception of reasonable use and modifications of assigned College District housing consistent with administrative regulations. This prohibition applies to shelters that are erected for the purpose of residing within the shelter. It does not apply to other shelters that are erected on a temporary basis to provide protection from the weather or, with approval granted by the campus administrator in accordance with administrative procedures, for special events.
2. Wearing a disguise or other means of concealing a person's identity while engaging in expressive activities with the intent, as determined by the campus administrator or a law enforcement officer to:
 - a. Obstruct the enforcement of law or College District policies and regulations by avoiding identification;
 - b. Intimidate others; or
 - c. Interfere with a College District employee's or a peace officer's lawful performance of a duty.
3. Lowering the College District's U.S. or Texas flag with the intent to raise another nation's flag or the flag representing an organization or group of people.
4. Engaging in expressive activities in a manner that would constitute an immediate and actual danger to the peace

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or security of the College District that available law enforcement officials could not control with reasonable efforts.

5. Damaging or defacing property.

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 employee or employee 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 an employee or employee organization.

Materials distributed by faculty and other instructional personnel as a part of instruction or other authorized classroom activities shall not be governed by this section.

Limitations on Content

Materials shall not be distributed by an employee or employee 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;~~
- ~~4.1. The materials are considered prohibited harassment or anti-semitism [see DIA series and FFD series]~~**constitute prohibited speech, described above;**
- ~~5.2.~~ The materials constitute nonpermissible solicitation [see DHC]; or
- ~~6.3.~~ 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 **materially and substantially** disruptive to College District operations;
2. Does not impede reasonable access to College District facilities;
3. Does not result in damage to College District property;
4. Does not interfere with the rights of others; and

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5. Does not violate local, state, or federal laws or College District policies and procedures.

The distributor shall clean the distribution area of any discarded or leftover materials. Additionally, any posted material shall be removed and disposed of properly.

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 employees or employee organizations to employees or others in College District facilities and areas that are not considered common outdoor areas.

**Use of Facilities and
Grounds**

The facilities and grounds of the College District shall be made available to employees or employee organizations when such use does not conflict with use by, or any of the policies and procedures of, the College District. The requesting employees or employee organization shall pay all expenses incurred by their use of the facilities in accordance with a fee schedule developed by the College President or designee and approved by the Board.

An “employee organization” is an organization composed only of College District faculty and staff or an employee professional organization.

**Requests to Use
Facilities**

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

The employees or the employee 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

The campus administrator shall approve or reject the request in accordance with provisions 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 employees’ or employee organization’s use of the facility.

Approval shall not be granted when the official has reasonable grounds to believe that **the use would be prohibited conduct, described above, or that:**

1. The College District facility requested is unavailable, inadequate, or inappropriate to accommodate the proposed use at the time requested;

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(LOCAL)

2. The applicant is under a disciplinary penalty or sanction prohibiting the use of the facility;
3. The proposed use includes nonpermissible solicitation [see DHC];
- ~~4. 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;~~
- ~~5.~~4. The applicant owes a monetary debt to the College District and the debt is considered delinquent;
- ~~6. The proposed activity would disrupt or disturb the regular academic program;~~
- ~~7.~~5. The proposed use would result in damage to or defacement of property or the applicant has previously damaged College District property; **or**
- ~~8. The proposed activity would constitute an unauthorized joint sponsorship with an outside group; or~~
- ~~9.~~6. The proposed use would constitute expression that is considered prohibited harassment or antisemitism.

The campus administrator shall provide the applicant a written statement of the grounds for rejection if a request is denied.

Common
Outdoor Area
~~Exception~~ Areas

~~Common outdoor areas are traditional public forums and are not subject to the approval procedures.~~ Employees and employee 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~~

~~The use would result in damage to or defacement of property~~ **without prior approval, unless the activities constitute prohibited speech or conduct described above.**

Announcements
and Publicity

In accordance with administrative procedures, all employees and employee organizations shall be given access on the same basis

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for making announcements and publicizing their meetings and activities.

Identification

Employees and employee organizations **distributing materials on campus or** using College District facilities must provide identification when requested to do so by a College District representative **engaging in official duties**.

Violations

Failure to comply with **law or** this policy and associated procedures shall result in appropriate administrative action, including but not limited to, termination, suspension of an employee's or employee organization's use of College District facilities and/or other disciplinary action in accordance with the College District's policies and procedures and the employee handbook.

Interference with
Expression

Faculty, 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 under this policy may be appealed in accordance with 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.

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STUDENT EXPRESSION AND USE OF COLLEGE FACILITIES

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(LOCAL)

Note: For expression and use of College District facilities and grounds by employees and employee organizations, see DGC. For expression and use of College District facilities and grounds by the community, including by nonstudents and organizations that are not registered student organizations, see GD.

**Distribution of
Literature**

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.

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 College District student or registered student organization [see FKC], 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 students or registered student organizations that is not sponsored by the College District.

Materials distributed under the supervision of instructional personnel as a part of instruction or other authorized classroom activities shall not be governed by this policy.

**Limitations on
Content**

Materials shall not be distributed by students or registered student organizations 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 antisemitism. [See DIAA, DIAB, FFDA, and FFDB]
5. The materials constitute nonpermissible solicitation. [See FI]
6. The materials infringe upon intellectual property rights of the College District. [See CT]

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Time, Place, and
Manner Restrictions

Distribution of the 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 students or registered student organizations to students or 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.

Except for signs that violate the restrictions in this policy and administrative procedures, a student or registered student organization may publicly post a sign on College District property in common outdoor areas and in areas or locations designated by the campus administrator. No object other than a sign may be posted on College District property.

Restrictions

A sign shall not be larger than 22 inches by 28 inches, unless authorized by the campus administrator. A sign shall not be attached or posted:

1. To a shrub or plant;
2. To a tree, except by string to its trunk;
3. To a permanent sign installed for another purpose;
4. To a fence or chain or its supporting structure;
5. To a brick, concrete, or masonry structure;
6. To a statue, monument, or similar structure;

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7. On or adjacent to a fire hydrant; or
8. In a College District building, except on a bulletin board designated for that purpose.

Removal

A student or registered student organization shall remove each sign not later than 14 days after posting or, if it relates to an event, not longer than 24 hours after the event to which it relates has ended.

A sign posted in accordance with this section shall not be removed without permission from the campus administrator, the student, or the registered student organization.

Disclaimer

Materials distributed by a registered student organization must include a disclaimer indicating that the materials are not sponsored by the College District and do not represent the views of the College District or College District officials, faculty, or staff.

Use of Facilities and Grounds

The facilities and grounds of the College District shall be made available to students or registered student organizations [see FKC] when such use does not conflict with use by, or any of the policies and procedures of, the College District. The requesting students or student organization shall pay all expenses incurred by their use of facilities in accordance with a fee schedule developed by the Board.

Requests

To request permission to meet or host a speaker in College District facilities, interested students or registered student organizations shall file a written request with the campus administrator in accordance with administrative procedures.

The students or the registered student 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

The campus administrator shall approve or reject the request in accordance with provisions 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 student's or registered student 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;

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2. The applicant is under a disciplinary penalty or sanction prohibiting the use of the facility;
3. The proposed use includes nonpermissible solicitation [see FI];
4. 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;
5. The applicant owes a monetary debt to the College District and the debt is considered delinquent;
6. The proposed activity would disrupt or disturb the regular academic program;
7. The proposed use would result in damage to or defacement of property or the applicant has previously damaged College District property;
8. The proposed activity would constitute an unauthorized joint sponsorship with an outside group; or
9. The proposed use would constitute expression that is considered prohibited harassment or antisemitism.

The campus administrator shall provide the applicant a written statement of the grounds for rejection if a request is denied.

*Common
Outdoor Area
Exception*

Common outdoor areas are traditional public forums and are not subject to the approval procedures. Students and student 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.

*Announcements
and Publicity*

In accordance with administrative procedures, all students and registered student organizations shall be given access on the same basis for making announcements and publicizing their meetings and activities.

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Identification	Students or registered student organizations distributing materials on campus or using College District facilities 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, expulsion, confiscation of nonconforming materials, suspension of a student's or registered student organization's use of College District facilities, and/or other disciplinary action in accordance with the College District's discipline policies and procedures [see FM and FMA].
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 DGBA(LOCAL) or FLD(LOCAL), as applicable.
Publication	This policy and associated procedures must be posted on the College District's website and distributed in the student and employee handbooks and other appropriate publications. They must also be distributed to students at orientation.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT EXPRESSION AND USE OF COLLEGE FACILITIES

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Note: For expression and use of College District facilities and grounds by employees and employee organizations, see DGC. For expression and use of College District facilities and grounds by the community, including by nonstudents and organizations that are not registered student organizations, see GD.

Antisemitism

As defined by law, "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.

Expressive Activities

Students and student organizations may engage in expressive activities in accordance with this policy. "Expressive activities" means any speech or expressive conduct protected by the First Amendment to the U.S. Constitution or by Texas Constitution Article I, Section 8, and includes assemblies, protests, speeches, the distribution of written material, the carrying of signs, and the circulation of petitions.

**Prohibited Speech
and Conduct**

The term "expressive activities" does not include the following speech and conduct, which is prohibited on College District facilities and grounds and through the use of College District technology and networks:

1. Defamatory statements about public figures or others;
2. Prohibited harassment or antisemitism [see DIAA, DIAB, FFDA, and FFDB];
3. Incitement to imminent lawless or disruptive activity;
4. Obscenity; or
5. Threats to engage in unlawful activity.

The following conduct is also prohibited:

1. Engaging in unlawful conduct.
1. Engaging in expressive activities that materially and substantially disrupt College District operations at any time, including from 10:00 p.m. to 8:00 a.m. and during the last two weeks of each semester or term.

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2. Engaging in expressive activities that materially and substantially disrupt College District operations by inviting speakers to speak on campus or by using drums or other percussive instruments during the last two weeks of a semester or term.
3. Using a sound amplification device while engaging in expressive activities during class hours, between 10:00 p.m. to 8:00 a.m., and during the last two weeks of each semester or term to intimidate others, interfere with campus operations, or interfere with a College District employee's or a peace officer's lawful performance of a duty.
1. Camping or erecting tents or other living accommodations, with the exception of reasonable use and modifications of assigned College District housing consistent with administrative regulations. This prohibition applies to shelters that are erected for the purpose of residing within the shelter. It does not apply to other shelters that are erected on a temporary basis to provide protection from the weather or, with approval granted by the campus administrator in accordance with administrative procedures, for special events.
2. Wearing a disguise or other means of concealing a person's identity while engaging in expressive activities with the intent, as determined by the campus administrator or a law enforcement officer, to:
 - a. Obstruct the enforcement of law or College District policies and regulations by avoiding identification;
 - b. Intimidate others; or
 - c. Interfere with a College District employee's or a peace officer's lawful performance of a duty.
3. Lowering the College District's U.S. or Texas flag with the intent to raise another nation's flag or the flag representing an organization or group of people.
4. Engaging in expressive activities in a manner that 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.
5. Damaging or defacing property.

**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 College District student or

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registered student organization [see FKC], 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 students or registered student organizations that is not sponsored by the College District.

Materials distributed under the supervision of instructional personnel as a part of instruction or other authorized classroom activities shall not be governed by this policy.

Limitations on
Content

Materials shall not be distributed by students or registered student organizations on College District property if:

1. The materials constitute prohibited speech, described above.
2. The materials constitute nonpermissible solicitation. [See FI]
3. The materials infringe upon intellectual property rights of the College District. [See CT]

Time, Place, and
Manner Restrictions

Distribution of the materials shall be conducted in a manner that:

1. Is not materially and substantially disruptive to College District operations; [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 students or registered student organizations to students or 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.

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Except for signs that violate the restrictions in this policy and administrative procedures, a student or registered student organization may publicly post a sign on College District property in common outdoor areas and in areas or locations designated by the campus administrator. No object other than a sign may be posted on College District property.

Restrictions

A sign shall not be larger than 22 inches by 28 inches, unless authorized by the campus administrator. A sign shall not be attached or posted:

1. To a shrub or plant;
2. To a tree, except by string to its trunk;
3. To a permanent sign installed for another purpose;
4. To a fence or chain or its supporting structure;
5. To a brick, concrete, or masonry structure;
6. To a statue, monument, or similar structure;
7. On or adjacent to a fire hydrant; or
8. In a College District building, except on a bulletin board designated for that purpose.

Removal

A student or registered student organization shall remove each sign not later than 14 days after posting or, if it relates to an event, not longer than 24 hours after the event to which it relates has ended.

A sign posted in accordance with this section shall not be removed without permission from the campus administrator, the student, or the registered student organization.

Disclaimer

Materials distributed by a registered student organization must include a disclaimer indicating that the materials are not sponsored by the College District and do not represent the views of the College District or College District officials, faculty, or staff.

**Use of Facilities and
Grounds**

The facilities and grounds of the College District shall be made available to students or registered student organizations [see FKC] when such use does not conflict with use by, or any of the policies and procedures of, the College District. The requesting students or student organization shall pay all expenses incurred by their use of facilities in accordance with a fee schedule developed by the Board.

Requests to Use
Facilities

To request permission to meet or host a speaker in College District facilities, interested students or registered student organizations

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shall file a written request with the campus administrator in accordance with administrative procedures.

The students or the registered student 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

The campus administrator shall approve or reject the request in accordance with provisions 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 student's or registered student organization's use of the facility.

Approval shall not be granted when the official has reasonable grounds to believe that the use would be prohibited conduct, described above, or 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 under a disciplinary penalty or sanction prohibiting the use of the facility;
3. The proposed use includes nonpermissible solicitation [see FI];
4. The applicant owes a monetary debt to the College District and the debt is considered delinquent;
5. The applicant has previously damaged College District property; or
6. The proposed activity would constitute an unauthorized joint sponsorship with an outside group.

The campus administrator shall provide the applicant a written statement of the grounds for rejection if a request is denied.

*Common
Outdoor Areas*

Students and student organizations may engage in expressive activities in common outdoor areas without prior approval, unless the activities constitute prohibited speech or conduct described above.

*Announcements
and Publicity*

In accordance with administrative procedures, all students and registered student organizations shall be given access on the same basis for making announcements and publicizing their meetings and activities.

STUDENT RIGHTS AND RESPONSIBILITIES
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Identification	Students or registered student organizations distributing materials on campus or using College District facilities shall provide identification when requested to do so by a College District representative engaging in official duties.
Violations of Policy	Failure to comply with law or this policy and associated procedures shall result in appropriate administrative action, including but not limited to, expulsion, confiscation of nonconforming materials, suspension of a student's or registered student organization's use of College District facilities, and/or other disciplinary action in accordance with the College District's discipline policies and procedures [see FM and FMA].
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 DGBA(LOCAL) or FLD(LOCAL), as applicable.
Publication	This policy and associated procedures must be posted on the College District's website and distributed in the student and employee handbooks and other appropriate publications. They must also be distributed to students at orientation.

STUDENT RIGHTS AND RESPONSIBILITIES
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Note: For expression and use of College District facilities and grounds by employees and employee organizations, see DGC. For expression and use of College District facilities and grounds by the community, including by nonstudents and organizations that are not registered student organizations, see GD.

Antisemitism

As defined by ~~the Texas Government Code 448.001, "Antisemitism law,~~ "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.

Expressive Activities

Students and student organizations may engage in expressive activities in accordance with this policy. "Expressive activities" means any speech or expressive conduct protected by the First Amendment to the U.S. Constitution or by Texas Constitution Article I, Section 8, and includes assemblies, protests, speeches, the distribution of written material, the carrying of signs, and the circulation of petitions.

Prohibited Speech and Conduct

The term "expressive activities" does not include the following speech and conduct, which is prohibited on College District facilities and grounds and through the use of College District technology and networks:

1. Defamatory statements about public figures or others;
2. Prohibited harassment or antisemitism [see DIAA, DIAB, FFDA, and FFDB];
3. Incitement to imminent lawless or disruptive activity;
4. Obscenity; or
5. Threats to engage in unlawful activity.

The following conduct is also prohibited:

1. Engaging in unlawful conduct.
1. Engaging in expressive activities that materially and substantially disrupt College District operations at any time, including from 10:00 p.m. to 8:00 a.m. and during the last two weeks of each semester or term.

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2. Engaging in expressive activities that materially and substantially disrupt College District operations by inviting speakers to speak on campus or by using drums or other percussive instruments during the last two weeks of a semester or term.
3. Using a sound amplification device while engaging in expressive activities during class hours, between 10:00 p.m. to 8:00 a.m., and during the last two weeks of each semester or term to intimidate others, interfere with campus operations, or interfere with a College District employee's or a peace officer's lawful performance of a duty.
1. Camping or erecting tents or other living accommodations, with the exception of reasonable use and modifications of assigned College District housing consistent with administrative regulations. This prohibition applies to shelters that are erected for the purpose of residing within the shelter. It does not apply to other shelters that are erected on a temporary basis to provide protection from the weather or, with approval granted by the campus administrator in accordance with administrative procedures, for special events.
2. Wearing a disguise or other means of concealing a person's identity while engaging in expressive activities with the intent, as determined by the campus administrator or a law enforcement officer, to:
 - a. Obstruct the enforcement of law or College District policies and regulations by avoiding identification;
 - b. Intimidate others; or
 - c. Interfere with a College District employee's or a peace officer's lawful performance of a duty.
3. Lowering the College District's U.S. or Texas flag with the intent to raise another nation's flag or the flag representing an organization or group of people.
4. Engaging in expressive activities in a manner that 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.
5. Damaging or defacing property.

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**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 College District student or registered student organization [see FKC], 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 students or registered student organizations that is not sponsored by the College District.

Materials distributed under the supervision of instructional personnel as a part of instruction or other authorized classroom activities shall not be governed by this policy.

**Limitations on
Content**

Materials shall not be distributed by students or registered student organizations 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.~~
- ~~4.1. The materials are considered prohibited harassment or anti-semitism. [See DIAA, DIAB, FFDA, and FFDB]~~ **constitute prohibited speech, described above.**
- ~~5.2.~~ The materials constitute nonpermissible solicitation. [See FI]
- ~~6.3.~~ The materials infringe upon intellectual property rights of the College District. [See CT]

**Time, Place, and
Manner Restrictions**

Distribution of the materials shall be conducted in a manner that:

1. Is not **materially and substantially** disruptive **to College District operations**; [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.

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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 students or registered student organizations to students or 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.

Except for signs that violate the restrictions in this policy and administrative procedures, a student or registered student organization may publicly post a sign on College District property in common outdoor areas and in areas or locations designated by the campus administrator. No object other than a sign may be posted on College District property.

Restrictions

A sign shall not be larger than 22 inches by 28 inches, unless authorized by the campus administrator. A sign shall not be attached or posted:

1. To a shrub or plant;
2. To a tree, except by string to its trunk;
3. To a permanent sign installed for another purpose;
4. To a fence or chain or its supporting structure;
5. To a brick, concrete, or masonry structure;
6. To a statue, monument, or similar structure;
7. On or adjacent to a fire hydrant; or
8. In a College District building, except on a bulletin board designated for that purpose.

Removal

A student or registered student organization shall remove each sign not later than 14 days after posting or, if it relates to an event, not longer than 24 hours after the event to which it relates has ended.

A sign posted in accordance with this section shall not be removed without permission from the campus administrator, the student, or the registered student organization.

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Disclaimer

Materials distributed by a registered student organization must include a disclaimer indicating that the materials are not sponsored by the College District and do not represent the views of the College District or College District officials, faculty, or staff.

**Use of Facilities and
Grounds**

The facilities and grounds of the College District shall be made available to students or registered student organizations [see FKC] when such use does not conflict with use by, or any of the policies and procedures of, the College District. The requesting students or student organization shall pay all expenses incurred by their use of facilities in accordance with a fee schedule developed by the Board.

Requests **to Use
Facilities**

To request permission to meet or host a speaker in College District facilities, interested students or registered student organizations shall file a written request with the campus administrator in accordance with administrative procedures.

The students or the registered student 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

The campus administrator shall approve or reject the request in accordance with provisions 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 student's or registered student organization's use of the facility.

Approval shall not be granted when the official has reasonable grounds to believe that **the use would be prohibited conduct, described above, or 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 under a disciplinary penalty or sanction prohibiting the use of the facility;
3. The proposed use includes nonpermissible solicitation [see FI];
4. ~~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;~~

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- ~~5.4.~~ The applicant owes a monetary debt to the College District and the debt is considered delinquent;
- ~~6.~~ The ~~proposed activity would disrupt or disturb the regular academic program;~~
- ~~7.5.~~ The ~~proposed use would result in damage to or defacement of property or the~~ applicant has previously damaged College District property; **or**
- ~~8.~~ The proposed activity would constitute an unauthorized joint sponsorship with an outside group; ~~or~~
- ~~9.6.~~ The ~~proposed use would constitute expression that is considered prohibited harassment or antisemitism.~~

The campus administrator shall provide the applicant a written statement of the grounds for rejection if a request is denied.

*Common
Outdoor Area
Exception Areas*

~~Common outdoor areas are traditional public forums and are not subject to the approval procedures.~~ Students and student 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~~

~~The use would result in damage to or defacement of property with-~~
out prior approval, unless the activities constitute prohibited speech or conduct described above.

Announcements
and Publicity

In accordance with administrative procedures, all students and registered student organizations shall be given access on the same basis for making announcements and publicizing their meetings and activities.

Identification

Students or registered student organizations distributing materials on campus or using College District facilities shall provide identification when requested to do so by a College District representative **engaging in official duties.**

Violations of Policy

Failure to comply with **law or** this policy and associated procedures shall result in appropriate administrative action, including but not limited to, expulsion, confiscation of nonconforming materials,

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suspension of a student's or registered student organization's use of College District facilities, and/or other disciplinary action in accordance with the College District's discipline policies and procedures [see FM and FMA].

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 DGBA(LOCAL) or FLD(LOCAL), as applicable.

Publication

This policy and associated procedures must be posted on the College District's website and distributed in the student and employee handbooks and other appropriate publications. They must also be distributed to students at orientation.

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

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

**Use of College
District Facilities**

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

Requests

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

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

Approval

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

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

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

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

*Common
Outdoor Area
Exception*

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

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

For-Profit Use

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

Nonprofit Use

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

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

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;

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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.

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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.

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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.

Expressive Activities

Community members and community organizations may engage in expressive activities in accordance with this policy. "Expressive activities" means any speech or expressive conduct protected by the First Amendment to the U.S. Constitution or by Texas Constitution Article I, Section 8, and includes assemblies, protests, speeches, the distribution of written material, the carrying of signs, and the circulation of petitions.

**Prohibited Speech
and Conduct**

The term "expressive activities" does not include the following speech and conduct, which is prohibited on College District facilities and grounds and through the use of College District technology and networks:

1. Defamatory statements about public figures or others;
2. Prohibited harassment or antisemitism [see DIAA, DIAB, FFDA, and FFDB];
3. Incitement to imminent lawless or disruptive activity;
4. Obscenity; or
5. Threats to engage in unlawful activity.

The following conduct is also prohibited:

1. Engaging in unlawful conduct.
1. Engaging in expressive activities that materially and substantially disrupt College District operations at any time, including from 10:00 p.m. to 8:00 a.m. and during the last two weeks of each semester or term.
2. Engaging in expressive activities that materially and substantially disrupt College District operations by inviting speakers to speak on campus or by using drums or other percussive instruments during the last two weeks of a semester or term.
3. Using a sound amplification device while engaging in expressive activities during class hours, between 10:00 p.m. to 8:00 a.m., and during the last two weeks of each semester or term

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to intimidate others, interfere with campus operations, or interfere with a College District employee's or a peace officer's lawful performance of a duty.

1. Camping or erecting tents or other living accommodations, with the exception of reasonable use and modifications of assigned College District housing consistent with administrative regulations. This prohibition applies to shelters that are erected for the purpose of residing within the shelter. It does not apply to other shelters that are erected on a temporary basis to provide protection from the weather or, with approval granted by the campus administrator in accordance with administrative procedures, for special events.
2. Wearing a disguise or other means of concealing a person's identity while engaging in expressive activities with the intent, as determined by the campus administrator or a law enforcement officer to:
 - a. Obstruct the enforcement of law or College District policies and regulations by avoiding identification;
 - b. Intimidate others; or
 - c. Interfere with a College District employee's or a peace officer's lawful performance of a duty.
3. Lowering the College District's U.S. or Texas flag with the intent to raise another nation's flag or the flag representing an organization or group of people.
4. Engaging in expressive activities in a manner that 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.
5. Damaging or defacing property.

Antisemitism

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

**Use of College
District Facilities**

The grounds and facilities of the College District shall be made available to members of the College District community and com-

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	munity organizations, including College District support organizations, when such use is for educational, recreational, civic, or social activities and the use does not conflict with use by, or any of the policies and procedures of, the College District.
Requests to Use Facilities	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 the use would be prohibited conduct, described above, or 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 applicant owes a monetary debt to the College District and the debt is considered delinquent; or 4. The applicant has previously damaged College District property.
Designated Public Forums	The Board shall designate common outdoor areas where community members and organizations may engage, without prior approval, in expressive activities that do not constitute prohibited speech or conduct. Those areas will be published on the College District website and in other appropriate publications.
<i>For-Profit Use</i>	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

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	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.
Emergency Use	In case of emergencies or disasters, the College President may authorize the use of College District facilities by civil defense, health, or emergency service authorities.
Repeated Use	The College District shall permit repeated use by any community member or organization in accordance with administrative procedures.
<i>Exception</i>	Any limitations on repeated use by a community member or organization shall not apply to any group or organization when the primary participants in the activities are College District students, faculty, or staff.
Scheduling	Academic and extracurricular activities sponsored by the College District shall always have priority when any use is scheduled. The campus administrator shall have authority to cancel a scheduled use by a community member or organization if an unexpected conflict arises with a College District activity.
Use Agreement	Any community member or organization approved for a nonschool use of College District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the College District is not liable for any personal injury or damages to personal property related to the nonschool use.

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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.

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Limitations on
Content

Materials shall not be distributed by a community member or organization on College District property if:

1. The materials constitute prohibited speech, described above;
2. The materials constitute unauthorized solicitation [see Use of College District Facilities, above]; or
3. 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 materially and substantially disruptive to College District operations [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.

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Identification	A community member or organization distributing materials on campus or using College District facilities shall provide identification when requested to do so by a College District representative engaging in official duties.
Violations of Policy	Failure to comply with law or 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.

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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,"~~ Expressive Activities

Community members and community organizations may engage in expressive activities in accordance with this policy. "Expressive activities" means any speech or expressive conduct protected by the First Amendment to the U.S. Constitution or by Texas Constitution Article I, Section 8, and includes assemblies, protests, speeches, the distribution of written material, the carrying of signs, and the circulation of petitions.

Prohibited Speech and Conduct

The term "expressive activities" does not include the following speech and conduct, which is prohibited on College District facilities and grounds and through the use of College District technology and networks:

1. Defamatory statements about public figures or others;
2. Prohibited harassment or antisemitism [see DIAA, DIAB, FFDA, and FFDB];
3. Incitement to imminent lawless or disruptive activity;
4. Obscenity; or
5. Threats to engage in unlawful activity.

The following conduct is also prohibited:

1. Engaging in unlawful conduct.
1. Engaging in expressive activities that materially and substantially disrupt College District operations at any time, including from 10:00 p.m. to 8:00 a.m. and during the last two weeks of each semester or term.
2. Engaging in expressive activities that materially and substantially disrupt College District operations by inviting speakers to speak on campus or by using drums or other percussive instruments during the last two weeks of a semester or term.
3. Using a sound amplification device while engaging in expressive activities during class hours, between 10:00 p.m. to 8:00 a.m., and during the last two weeks of each

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semester or term to intimidate others, interfere with campus operations, or interfere with a College District employee's or a peace officer's lawful performance of a duty.

1. Camping or erecting tents or other living accommodations, with the exception of reasonable use and modifications of assigned College District housing consistent with administrative regulations. This prohibition applies to shelters that are erected for the purpose of residing within the shelter. It does not apply to other shelters that are erected on a temporary basis to provide protection from the weather or, with approval granted by the campus administrator in accordance with administrative procedures, for special events.
2. Wearing a disguise or other means of concealing a person's identity while engaging in expressive activities with the intent, as determined by the campus administrator or a law enforcement officer to:
 - a. Obstruct the enforcement of law or College District policies and regulations by avoiding identification;
 - b. Intimidate others; or
 - c. Interfere with a College District employee's or a peace officer's lawful performance of a duty.
3. Lowering the College District's U.S. or Texas flag with the intent to raise another nation's flag or the flag representing an organization or group of people.
4. Engaging in expressive activities in a manner that 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.
5. Damaging or defacing property.

Antisemitism

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.

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**Use of College
District Facilities**

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

**Requests to Use
Facilities**

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 **the use would be prohibited conduct, described above, or 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;~~
- ~~5.3. The proposed activity would disrupt or disturb the regular academic program; or~~

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~~6.4. 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~~

~~The use would result in damage to or defacement of property~~
**Designate
d Public Forums**

The Board shall designate common outdoor areas where community members and organizations may engage, without prior approval, in expressive activities that do not constitute prohibited speech or conduct. Those areas will be published on the College District website and in other appropriate publications.

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.

COMMUNITY EXPRESSION AND USE OF COLLEGE FACILITIES

GD
(LOCAL)

	ties, such as the track, tennis courts, and the like, when the facilities are not in use by the College District or for another scheduled purpose.
<i>Written Notice if Request Rejected</i>	The campus administrator shall provide the applicant a written statement of the grounds for rejection if a request is denied.
Emergency Use	In case of emergencies or disasters, the College President may authorize the use of College District facilities by civil defense, health, or emergency service authorities.
Repeated Use	The College District shall permit repeated use by any community member or organization in accordance with administrative procedures.
<i>Exception</i>	Any limitations on repeated use by a community member or organization shall not apply to any group or organization when the primary participants in the activities are College District students, faculty, or staff.
Scheduling	Academic and extracurricular activities sponsored by the College District shall always have priority when any use is scheduled. The campus administrator shall have authority to cancel a scheduled use by a community member or organization if an unexpected conflict arises with a College District activity.
Use Agreement	Any community member or organization approved for a nonschool use of College District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the College District is not liable for any personal injury or damages to personal property related to the nonschool use.
Fees for Use	A community member or organization authorized to use College District facilities shall be charged a fee for the use of designated facilities. The Board shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any 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.
<i>Exception</i>	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.

COMMUNITY EXPRESSION AND USE OF COLLEGE FACILITIES

GD
(LOCAL)

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;~~
- ~~4.1. The materials are considered prohibited harassment or anti-semitism [see DIA series and FFD series];~~**constitute prohibited speech, described above;**
- ~~5.2.~~ The materials constitute unauthorized solicitation [see Use of College District Facilities, above]; or

COMMUNITY EXPRESSION AND USE OF COLLEGE FACILITIES

GD
(LOCAL)

~~6.3.~~ 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 **materially and substantially** disruptive **to College District operations** [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 **or using College District facilities** shall provide identification when requested to do so by a College District representative **engaging in official duties**.

Violations of Policy

Failure to comply with **law or** this policy and associated procedures shall result in appropriate administrative action, including but

COMMUNITY EXPRESSION AND USE OF COLLEGE FACILITIES

GD
(LOCAL)

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.

Markup

Review and Discussion of First Reading of Local Board Policies Included in Numbered Update 49 and Numbered Update 50

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.
Enclosed Documents	Appendix A – List of Policies Appendix B - Policies
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Services Ricardo De La Garza, Executive Director for Facilities Planning and Construction George McCaleb, Executive Director for Facilities Operations and Maintenance Deyadira Leal, Director for Purchasing Claudia Olivares, Director for Employee Relations and Talent Development Alicia Correa, Director for Benefits and Compensations Dr. Jesus H. Campos, Vice President for Technology, Information, and Planning Services Luis Gonzalez, Chief Information Security Officer Dr. Matthew Hebbard, Vice President for Student Affairs and Enrollment Management Cynthia Blanco, Dean for Enrollment Systems and Registrar Pablo Hernandez, Dean for Student Affairs Maria Alonso, Director for Student Rights and Responsibilities Venisa Earhart, Board Relations Administrator
Recommendation	No action is required from the Board at this time. This item is presented as a First Reading to obtain feedback for staff, and will be scheduled for a Second Reading at the next Board meeting for Board action.

Appendix A

Item	Policy	Last Adopted Date	TASB Update	TASB and Other Explanatory Notes
A.	BA (Local) – College District Governance	9/27/2022	50	Language from this policy has been moved to policy BAA to accommodate the reorganization of policies related to college district governance (Retire Policy).
B.	BAA (Local) – College District Governance: Board Legal Status	New	50	Language from policy BA has been moved to this policy to accommodate the reorganization of policies related to college district governance. If the college had content at this policy code, that content has been moved to policy BAAA.
C.	BBE (Local) – Board Members: Authority	9/27/2022	50	Recommended revisions to this policy address HB 4310, which establishes a procedure for board members to access records maintained by the college while preserving the Confidentiality of those records. Additional changes have been made for clarity. Appendices C and D were added as a reference for policy BBE.
D.	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.
E.	BD (Local) – Board Meetings	9/27/2022	50	Recommended revisions to this policy incorporate HB 1522, which updates the meeting notice requirements under the Open Meetings Act to require that notice of a meeting be posted three business days before the scheduled date of a meeting, at Notice to Members.
F.	CL (Local) – Facilities Planning	New	50	This new policy addresses SB 8 from the second special session, which requires a community college to designate certain private spaces by gender consistent with the bill's provisions.
G.	CM (Local) – Facilities Construction	10/29/2024	50	Recommended revisions, as passed in Senate Bill 1173, effective September 1, 2025, which increase the contract value threshold at which a community college may

Item	Policy	Last Adopted Date	TASB Update	TASB and Other Explanatory Notes
				use a statutory competitive procurement method for Construction Contracts from \$50,000 or above to \$100,000 or above. Additional recommended revisions allow a college president to approve lesser expenditures for construction materials or services without board approval, as permitted by law. This would align with the proposed Policy CF (Local) – Purchasing and Acquisition.
H.	CS (Local) – Information Security	9/24/2024	50	Recommended revisions to this policy incorporate HB 150, which requires a college to notify affected persons of cybersecurity incidents, formerly referred to as security incidents.
I.	DC (Local) – Employment Practices	2/25/2025	50	Recommended revisions address SB 37, which requires the board to approve hiring decisions for certain positions and allows the board to overturn hiring decisions for certain positions. Additional recommended revisions clarify the college president's authority related to the Employment of Contractual Personnel and the Employment of Noncontractual Personnel.
J.	DH (Local) – Employee Standards of Conduct	3/25/2025	50	Recommended revisions address HB 46, which prohibits a college from restricting the storage of low-THC cannabis authorized by state law. Additional changes have been made for clarity.
K.	DHB (Local) – Employee Standards of Conduct: Child Abuse and Neglect Reporting	2/25/2025	50	Recommended revisions incorporate SB 571, which requires the Reporting of instances of child abuse or neglect to a law enforcement agency within 24 hours and amends the definition of law enforcement agency.
L.	DJA (Local) – Assignment, Work Load, and Schedules: Telework	New	50	This new recommended local policy addresses SB 2615. It permits employees to telework only under certain specified circumstances.

Item	Policy	Last Adopted Date	TASB Update	TASB and Other Explanatory Notes
M.	DM (Local) – Termination of Employment	9/24/2024	50	Language related to dismissal of noncontractual employees has been added to clarify the authority to terminate At-Will Employees. Additional revisions reference the employee grievance policy and provide clarity about pay for dismissed employees to ensure information relevant to employee termination is provided.
N.	EGA (Local) – Academic Achievement: Grading and Credit	1/30/2024	50	A cross-reference has been added to policy code FB to incorporate provisions related to the Academic Fresh Start program.
O.	FB (Local) – Admissions	11/25/2025	50	Recommended revisions address SB 37, clarifying that the board must develop admission procedures in collaboration with the college's chief executive officer. The recommended revisions address SB 365, permitting the college to disregard course credits and grades earned by an applicant for admission 5-10 years prior to the start of the semester if chosen by the applicant, at Academic Fresh Start. Existing law requires a college to disregard credits earned 10 years prior to the start of the semester for an applicant under the Academic Fresh Start program. The number of years prior to admission at which credits will be disregarded reflects information submitted by the college. A cross reference has been added to policy code EGA to incorporate provisions related to transfer of credit.
P.	FLB (Local) – Student Rights and Responsibilities: Student Conduct	1/29/2024	50	At Behavior Targeting Others, a cross reference has been added to policy code FM to incorporate the definition of antisemitism required to be used in discipline for Student Code of Conduct violations, as provided by SB 326. At Misuse of Technology, a reference at list item #6 to "emails and websites" is recommended to be broadened to "electronic

Item	Policy	Last Adopted Date	TASB Update	TASB and Other Explanatory Notes
				means" to incorporate other forms of technology, such as mobile applications.
Q.	FLBE (Local) – Student Conduct: Alcohol and Drug Use	2/14/2023	50	Recommended revisions address HB 46, which prohibits a college from restricting the storage of low-THC cannabis authorized by state law. Additional changes have been made for clarity.
R.	FLD (Local) – Student Rights and Responsibilities: Student Complaints	10/29/2024	50	Language has been reorganized to clarify the structure of grievance processes. Recommended revisions require the college to provide Notice to Students on the college's website to ensure appropriate due process. At Formal Process, language has been added to clarify that certain complaints must begin at the board level. A cross-reference has been updated to incorporate the reorganization of policies related to security personnel.
S.	GB (Local) – Public Complaints and Hearings	7/22/2025	50	Language has been reorganized to clarify the structure of grievance processes. At Formal Process, language has been added to clarify that certain complaints must begin at the board level. Provisions have been added to provide clarity about what the Record includes, to allow a college to Remand a complaint for an incomplete record, and to allow an individual to make an Audio Recording of a hearing under this policy. A cross reference has been updated to incorporate the reorganization of policies related to security personnel. Additional changes have been made for clarity.
Policy Modifications are reflected as follows:				
Additions: blue font		Deletions: ~~red font with a strikethrough.~~		Repositioned: ~~Moved From~~ <u>Moved To</u>

Appendix B

Policies follow in the packet.

BOARD LEGAL STATUS

BA
(LOCAL)

The official title of the governing body of the College District shall be the South Texas College Board of Trustees, herein referred to as “the Board.”

Retire

COLLEGE DISTRICT GOVERNANCE
BOARD LEGAL STATUS

BAA
(LOCAL)

The official title of the governing body of the College District shall be the South Texas College Board of Trustees, herein referred to as “the Board.”

New

BOARD MEMBERS
AUTHORITY

BBE
(LOCAL)

Board Authority

The Board has final authority to determine and interpret the policies that govern the College District and, within the limits imposed by other legal authorities, has complete and full control of the College District.

**Transacting
Business**

Official Board action shall be taken only in meetings that comply with the Open Meetings Act. When a proposal is presented to the Board, the Board shall hold a discussion and reach a decision. The affirmative vote of a majority of all Board members shall be required to transact business. [See BD] Although there may be dissenting votes, which are a matter of public record, each action of the Board supported by the majority is binding on the whole Board.

**Individual Authority
for Committing the
Board**

Board members as individuals shall not exercise authority over the College District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BCAB]

**Individual Access to
Information**

An individual Board member, acting in the member's official capacity, shall have the right to seek information pertaining to College District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Act. [See GCA]

Limitations

If a Board member is not acting in the member's official capacity, the Board member has no greater right to College District records than a member of the public.

An individual member shall not have access to confidential student records unless the member is acting in the member's official capacity and has a legitimate educational interest in the records in accordance with policies FJ(LEGAL) and (LOCAL).

**Requests for
Records**

Individual members shall seek access to records or request copies of records from the College President or other designated custodian of records. When a custodian of records other than the College President provides access to records or copies of records to individual Board members, the provider shall inform the College President of the records provided.

A Board member who is denied access to a record under this policy may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GCA]

**BOARD MEMBERS
AUTHORITY**

**BBE
(LOCAL)**

**Requests for
Reports**

No individual Board member shall direct or require College District employees to prepare reports derived from an analysis of information in existing College District records or to create a new record compiled from information in existing College District records.

Directives to the College President or other College District staff regarding the preparation of reports that will, in the opinion of the College President, require excessive staff time or expense shall be authorized by action of the Board.

Confidentiality

At the time Board members are provided access to confidential records or to reports compiled from such records, the College President or other College District employee shall advise them of their responsibility to comply with confidentiality requirements and the College District's information security controls.

**Referring
Complaints**

If employees, students, or citizens bring a concern or complaint to an individual Board member, the Board member shall refer them to the College President or designee, who shall proceed according to appropriate Board policy. [See DGBA, FLD, and GB]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.

Staff Authority

Except as authorized by these policies, no employee or agent shall have the authority to bind the College District contractually.

BOARD MEMBERS
AUTHORITY

BBE
(LOCAL)

Board Authority

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Limitations

If a Board member is not acting in the member's official capacity, the Board member has no greater right to College District records than a member of the public.

An individual member shall not have access to information subject to attorney-client privilege unless the attorney-client relationship upon which the privilege is based applies to the member.

An individual member shall not have access to confidential student records unless the member is acting in the member's official capacity and has a legitimate educational interest in the records in accordance with law and policy FJ(LOCAL).

**Requests for
Records**

Individual members shall seek access to records or request copies of records from the College President or other designated custodian of records. When a custodian of records other than the College President provides access to records or copies of records to individual Board members, the provider shall inform the College President of the records provided.

A Board member who is denied access to a record under this policy may ask the Board to determine whether the record should be

BOARD MEMBERS
AUTHORITY

BBE
(LOCAL)

provided or may file a request under the Public Information Act.
[See GCA]

Requests for
Reports

No individual Board member shall direct or require College District employees to prepare reports derived from an analysis of information in existing College District records or to create a new record compiled from information in existing College District records.

Directives to the College President or other College District staff regarding the preparation of reports that will, in the opinion of the College President, require excessive staff time or expense shall be authorized by action of the Board.

Confidentiality

*Request to
Redact*

If requested by the Board member, information that is confidential under law shall be redacted from records provided to the Board member.

*Confidentiality
Agreement*

At the time Board members are provided access to confidential records or to reports compiled from such records, the College President or other College District employee shall advise them of their responsibility to comply with confidentiality requirements and the College District's information security controls.

The Board member shall sign a confidentiality agreement requiring that the confidential information remain undisclosed, be labeled as confidential, and be kept securely. The agreement must also require that any copies of the information or related notes be appropriately disposed of or retained as confidential consistent with the agreement.

**Referring
Complaints**

If employees, students, or citizens bring a concern or complaint to an individual Board member, the Board member shall refer them to the College President or designee, who shall proceed according to appropriate Board policy. [See DGBA, FLD, and GB]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.

Staff Authority

Except as authorized by these policies, no employee or agent shall have the authority to bind the College District contractually.

BOARD MEMBERS
AUTHORITY

BBE
(LOCAL)

Board Authority

The Board has final authority to determine and interpret the policies that govern the College District and, within the limits imposed by other legal authorities, has complete and full control of the College District.

**Transacting
Business**

Official Board action shall be taken only in meetings that comply with the Open Meetings Act. When a proposal is presented to the Board, the Board shall hold a discussion and reach a decision. The affirmative vote of a majority of all Board members shall be required to transact business. [See BD] Although there may be dissenting votes, which are a matter of public record, each action of the Board supported by the majority is binding on the whole Board.

**Individual Authority
for Committing the
Board**

Board members as individuals shall not exercise authority over the College District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BCAB]

**Individual Access to
Information**

An individual Board member, acting in the member's official capacity, shall have the right to seek information pertaining to College District fiscal affairs, business transactions, governance, **operations**, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Act. [See GCA]

Limitations

If a Board member is not acting in the member's official capacity, the Board member has no greater right to College District records than a member of the public.

An individual member shall not have access to **information subject to attorney-client privilege unless the attorney-client relationship upon which the privilege is based applies to the member.**

An individual member shall not have access to confidential student records unless the member is acting in the member's official capacity and has a legitimate educational interest in the records in accordance with ~~policies FJ(LEGAL) and law and policy FJ(LOCAL).~~

Requests for
Records

Individual members shall seek access to records or request copies of records from the College President or other designated custodian of records. When a custodian of records other than the College President provides access to records or copies of records to individual Board members, the provider shall inform the College President of the records provided.

BOARD MEMBERS
AUTHORITY

BBE
(LOCAL)

	A Board member who is denied access to a record under this policy may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GCA]
Requests for Reports	No individual Board member shall direct or require College District employees to prepare reports derived from an analysis of information in existing College District records or to create a new record compiled from information in existing College District records. Directives to the College President or other College District staff regarding the preparation of reports that will, in the opinion of the College President, require excessive staff time or expense shall be authorized by action of the Board.
Confidentiality <i>Request to Redact</i> <i>Confidentiality Agreement</i>	If requested by the Board member, information that is confidential under law shall be redacted from records provided to the Board member. At the time Board members are provided access to confidential records or to reports compiled from such records, the College President or other College District employee shall advise them of their responsibility to comply with confidentiality requirements and the College District's information security controls. The Board member shall sign a confidentiality agreement requiring that the confidential information remain undisclosed, be labeled as confidential, and be kept securely. The agreement must also require that any copies of the information or related notes be appropriately disposed of or retained as confidential consistent with the agreement.
Referring Complaints	If employees, students, or citizens bring a concern or complaint to an individual Board member, the Board member shall refer them to the College President or designee, who shall proceed according to appropriate Board policy. [See DGBA, FLD, and GB] When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.
Staff Authority	Except as authorized by these policies, no employee or agent shall have the authority to bind the College District contractually.

BOARD INTERNAL ORGANIZATION
BOARD OFFICERS AND OFFICIALS

BCA
(LOCAL)

Board Officers

The Board shall elect the following officers, who shall have the following duties:

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

Each officer, after election, maintains all rights and responsibilities of all Trustees, if a member of the Board, including the right to vote.

Eligibility for Office

No officer shall succeed themselves. An officer shall be entitled to hold another office after completing a term or terms in one office. An officer shall also be entitled to be elected to an office that the officer has held previously but which the officer did not hold in the immediately preceding term.

Election of Officers

Officers of the Board shall be elected at the first regular meeting of the Board after the May election in even-numbered years or at any other time when necessary to fill a vacancy. In addition to the required post-election organization, the Board may also organize at any other times.

BOARD INTERNAL ORGANIZATION
BOARD OFFICERS AND OFFICIALS

BCA
(LOCAL)

Board Officers

The Board shall elect a Chair and a Vice Chair, who shall be members of the Board, and A Secretary, who may or may not be a member of the Board. The Board may elect other officers as deemed necessary or advisable. Officers shall be elected by majority vote of the members of the Board.

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

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

Vacancy

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

Duties

Board Chair

In addition to the duties required by law, policy, and Board action, the Board Chair shall:

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

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

Board Vice Chair

The Board Vice Chair shall:

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

Board Secretary

The Board Secretary shall:

1. Ensure that an accurate record is kept of the proceedings of each Board meeting.
2. Ensure that notices of Board meetings are posted and sent as required by law.

BOARD INTERNAL ORGANIZATION
BOARD OFFICERS AND OFFICIALS

BCA
(LOCAL)

3. In the absence of the Board Chair and Vice Chair, call the meeting to order and act as presiding officer.
4. Sign or countersign documents as directed by action of the Board.
5. Be the official custodian of the minutes, books, records, and seal of the Board.
6. Perform such other duties and functions as may, from time to time, be assigned by the Board.

Other Officers

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

New

BOARD INTERNAL ORGANIZATION
BOARD OFFICERS AND OFFICIALS

BCA
(LOCAL)

Board Officers

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

1. ~~A Chairman~~ be members of the Board, ~~who shall be a member of the Board, and who shall:~~

a. ~~Preside at the meetings of the Board; and~~

b. ~~Perform such other duties and functions as may, from time to time, be assigned by the Board;~~

2. ~~A Vice Chairman, who shall be a member of the Board, and who shall:~~

a. ~~Preside at meetings of the Board during the absence of the Chairman; and~~

b. ~~Perform such other duties and functions as may, from time to time, be assigned by the Board;~~

3. ~~A~~ A Secretary, who may, ~~but does~~ or may not ~~have to~~, be a member of the Board ~~and who shall:~~

a. ~~Be the official custodian of the minutes, books, records, and seal of the~~ The Board; and

b. ~~Perform such other duties and functions as may, from time to time, be assigned by the Board; and~~

4. ~~Any~~ elect other officers, as deemed necessary or advisable, ~~who~~ Officers shall ~~have~~ be elected by majority vote of the ~~duties and responsibilities assigned by~~ members of the Board.

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

Eligibility for Office

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

Election of Officers

Vacancy

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

BOARD INTERNAL ORGANIZATION
BOARD OFFICERS AND OFFICIALS

BCA
(LOCAL)

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

Duties

Board Chair

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

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

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

Board Vice Chair

The Board Vice Chair shall:

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

Board Secretary

The Board Secretary shall:

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

Other Officers

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

BOARD MEETINGS

BD
(LOCAL)

**Meeting Place
and Time**

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall typically be held on the fourth Tuesday of each month at 5:30 p.m. When determined necessary and for the convenience of Board members, the Chairman of the Board may change the date, time, or location of a regular meeting with proper notice.

Special or
Emergency
Meetings

The Chairman of the Board shall call a special meeting at the Chairman of the Board's discretion or on request by two members of the Board.

The Chairman of the Board shall call an emergency meeting when it is determined by the Chairman of the Board or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Submission of
Topics

A Board member may request that a subject be included on the agenda for a meeting. The deadline for submitting items for inclusion on the agenda is the seventh calendar day before regular meetings and the seventh calendar day before special meetings.

Preparation

The College President shall compile for review by the Chairman of the Board all topics timely submitted by Board members, topics requested by the Board, and topics suggested by the College President.

The Chairman of the Board and the College President shall confer regarding the proposed topics, and the Chairman of the Board shall determine the topics for the official meeting agenda. The Chairman of the Board shall ensure that any topic the Board or individual Board members have requested be addressed are either on the meeting agenda or scheduled for deliberation at an appropriate time in the near future. The Chairman of the Board shall not refuse to assign a topic requested by a Board member to an agenda and, once assigned, shall not have the authority to remove the topic from the agenda without that Board member's specific authorization.

Consent Agenda

When the agenda is prepared, the Chairman of the Board shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board

BOARD MEETINGS

BD
(LOCAL)

member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, as provided by law. The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BDA]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members present.

Rules of Order

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

The failure to strictly follow *Robert's Rules of Order, Newly Revised* shall not act to invalidate any action of the Board for which a quorum was present otherwise held in accordance with the law.

Voting

Voting shall be by voice vote or show of hands, as directed by the Chairman of the Board. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request.

Minutes

Board action shall be carefully recorded by the Board Secretary or designee; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board Secretary or other Board Officer.

The official minutes of the Board shall be retained on file in the office of the College President and shall be available for examination during regular office hours.

Discussions and Limitation

Discussions shall be addressed to the Chairman of the Board and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Chairman of the Board shall halt discussion that does not apply to the business before the Board.

BOARD MEETINGS

BD
(LOCAL)

The Chairman of the Board shall also halt discussion if the Board has agreed to a time limitation for discussion of an item and that time limit has expired. Aside from these limitations, the Chairman of the Board shall not interfere with debate so long as members wish to address themselves to an item under consideration.

Current

BOARD MEETINGS

BD
(LOCAL)

**Meeting Place
and Time**

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BOARD MEETINGS

BD
(LOCAL)

member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least three business days prior to the scheduled date of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

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BOARD MEETINGS

BD
(LOCAL)

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New

BOARD MEETINGS

BD
(LOCAL)

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BOARD MEETINGS

BD
(LOCAL)

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BOARD MEETINGS

BD
(LOCAL)

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Markup

FACILITIES PLANNING

CL
(LOCAL)

**Designation and Use
of Private Spaces**

The Board shall ensure that the College President, or appropriate staff as determined by the College President, designates private spaces in accordance with law.

The College President shall develop administrative regulations to ensure compliance with law and policy regarding the use of private spaces in College District facilities.

New

FACILITIES CONSTRUCTION

CM
(LOCAL)

**Compliance with
Law**

The College President or designee shall establish procedures ensuring that all facilities within the College District comply with applicable laws and local building codes.

**Construction
Contracts**

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, for construction contracts valued at or above \$50,000, the College President or designee shall recommend the project delivery/contract award method that the College President or designee determines will provide the best value to the College District. [See CM series]

For construction contracts valued at or above \$50,000, the College President shall also submit the resulting contract to the Board for approval. [See also CF] Contracts for construction and construction-related materials or services with a value of less than \$50,000 shall be created and administered at the discretion of the College President and consistent with law and policy. [See also CF]

**Emergency
Exception**

In the event of a catastrophe, emergency, or natural disaster affecting the College District, the Board delegates to the College President the authority to contract for the replacement, construction, or repair of College District equipment or facilities in accordance with law and regardless of the cost if emergency replacement, construction, or repair is, in the College President's reasonable opinion, necessary for the health and safety of College District students and staff. The College President shall report to the Board at the next regular meeting any contract made under this authority.

Change Orders

Change orders permitted by law shall be approved by the College President or designee prior to executing any changes in the approved plans or in the actual construction of the facility.

Change orders valued above the College President's signature authority shall require Board approval prior to executing any changes in plans, construction, or cost of the facility. The College President or designee shall be authorized to approve change orders of a lesser amount.

**Modifications and
Alterations**

No College District facility shall be altered or modified in any way without prior approval of the College President or designee. For purposes of this policy, modifications and alterations include, but are not limited to, moving walls, electrical outlets, doors, and the like.

**Project
Administration**

All construction projects shall be administered by the College President or designee.

FACILITIES CONSTRUCTION

CM
(LOCAL)

The College President or designee shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The College District shall not make final payments for the construction or the supervision of construction until the work has been completed and the College District has accepted the work.

Current

FACILITIES CONSTRUCTION

CM
(LOCAL)

**Compliance with
Law**

The College President or designee shall establish procedures ensuring that all facilities within the College District comply with applicable laws and local building codes.

**Construction
Contracts**

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$100,000. To assist the Board, for construction contracts valued at or above \$100,000, the College President or designee shall recommend the project delivery/contract award method that the College President or designee determines will provide the best value to the College District. [See CM series]

For construction contracts valued at or above \$100,000, the College President shall also submit the resulting contract to the Board for approval. [See also CF] Lesser expenditures for construction and construction-related materials or services with a value of less than \$100,000 shall be created and administered at the discretion of the College President and consistent with law and policy. [See also CF]

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New

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(LOCAL)

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CM
(LOCAL)

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Final Payment

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Markup

INFORMATION SECURITY

CS
(LOCAL)

The College President is responsible for the security of the College District's information resources. The College President or designee shall develop procedures for ensuring the College District's compliance with applicable law.

Information Security Officer

The College President or designee shall designate an information security officer (ISO) who is authorized to administer the information security requirements under law. The College President or designee must notify the Department of Information Resources (DIR) of the individual designated to serve as the ISO.

Information Security Program

The College President or designee shall annually review and approve an information security program designed in accordance with law by the ISO to address the security of the information and information resources owned, leased, or under the custodianship of the College District against unauthorized or accidental modification, destruction, or disclosure. The program shall include procedures for risk assessment and for information security awareness education for employees when hired and an ongoing program for all users.

The information security program must be submitted biennially for review by an individual designated by the College President and who is independent of the program to determine if the program complies with the mandatory security controls defined by DIR and any controls developed by the College District in accordance with law.

College District Website and Mobile Application Security

The College President or designee shall adopt procedures addressing the privacy and security of the College District's website and mobile applications and submit the procedures to DIR for review.

The procedures must require the developer of a website or application for the College District that processes confidential information to submit information regarding the preservation of the confidentiality of the information. The College District must subject the website or application to a vulnerability and penetration test before deployment.

Covered Social Media Applications

The College President or designee shall adopt procedures prohibiting the installation or use of a covered application, as defined by law, on a device owned or leased by the College District and requiring the removal of any covered applications from the device.

Exception

The procedures shall permit the installation and use of a covered application for purposes of law enforcement and the development and implementation of information security measures. The procedures must address risk mitigation measures during the permitted

INFORMATION SECURITY

CS
(LOCAL)

	use of the covered application and the documentation of those measures.
Reports	
Effectiveness of Policies, Procedures, and Practices	The ISO shall report annually to the College President on the effectiveness of the College District's information security policies, procedures, and practices in accordance with law and administrative procedures.
Biennial Information Security Plan	The College District shall submit a biennial information security plan to DIR in accordance with law.
Information Security Assessment	In accordance with law, at least every two years, the College District shall submit the results of its information security assessment to DIR and, if requested, the office of the governor, lieutenant governor, and speaker of the house of representatives.
Security Incidents	The College District shall assess the significance of a security incident and report it to DIR and law enforcement in accordance with law and, if applicable, DIR requirements.
<i>By the College District</i>	
Generally	
Security Breach Notification	Upon discovering or receiving notification of a breach of system security or a security incident, as defined by law, the College District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law. The College District shall give notice by using one or more of the following methods: 1. Written notice. 2. Electronic mail, if the College District has electronic mail addresses for the affected persons. 3. Conspicuous posting on the College District's website. 4. Publication through broadcast media.
<i>By Vendors and Third Parties</i>	The College District shall include in any vendor or third-party contract the requirement that the vendor or third party report information security incidents to the College District in accordance with law and administrative procedures.

INFORMATION SECURITY

CS
(LOCAL)

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The information security program must be submitted biennially for review by an individual designated by the College President and who is independent of the program to determine if the program complies with the mandatory security controls defined by DIR and any controls developed by the College District in accordance with law.

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INFORMATION SECURITY

CS
(LOCAL)

use of the covered application and the documentation of those measures.

Reports

Effectiveness of
Policies,
Procedures, and
Practices

The ISO shall report annually to the College President on the effectiveness of the College District's information security policies, procedures, and practices in accordance with law and administrative procedures.

Biennial Information
Security Plan

The College District shall submit a biennial information security plan to DIR in accordance with law.

Information Security
Assessment

In accordance with law, at least every two years, the College District shall submit the results of its information security assessment to DIR and, if requested, the office of the governor, lieutenant governor, and speaker of the house of representatives.

Security Incidents
*By the College
District*

The College District shall assess the significance of a security incident and report it to DIR and law enforcement in accordance with law and, if applicable, DIR requirements.

Generally

Security Breach
and
Cybersecurity
Incident
Notification

Upon discovering or receiving notification of a breach of system security or a cybersecurity incident, as defined by law, the College District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law.

The College District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the College District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the College District's website.
4. Publication through broadcast media.

*By Vendors and
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The College District shall include in any vendor or third-party contract the requirement that the vendor or third party report information security incidents to the College District in accordance with law and administrative procedures.

INFORMATION SECURITY

CS
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The College President or designee shall adopt procedures prohibiting the installation or use of a covered application, as defined by law, on a device owned or leased by the College District and requiring the removal of any covered applications from the device.

Exception

The procedures shall permit the installation and use of a covered application for purposes of law enforcement and the development and implementation of information security measures. The procedures must address risk mitigation measures during the permitted

INFORMATION SECURITY

CS
(LOCAL)

use of the covered application and the documentation of those measures.

Reports

Effectiveness of
Policies,
Procedures, and
Practices

The ISO shall report annually to the College President on the effectiveness of the College District's information security policies, procedures, and practices in accordance with law and administrative procedures.

Biennial Information
Security Plan

The College District shall submit a biennial information security plan to DIR in accordance with law.

Information Security
Assessment

In accordance with law, at least every two years, the College District shall submit the results of its information security assessment to DIR and, if requested, the office of the governor, lieutenant governor, and speaker of the house of representatives.

Security Incidents

*By the College
District*

The College District shall assess the significance of a security incident and report it to DIR and law enforcement in accordance with law and, if applicable, DIR requirements.

Generally

Security Breach
and
**Cybersecurity
Incident**
Notification

Upon discovering or receiving notification of a breach of system security or a ~~security~~**cybersecurity** incident, as defined by law, the College District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law.

The College District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the College District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the College District's website.
4. Publication through broadcast media.

*By Vendors and
Third Parties*

The College District shall include in any vendor or third-party contract the requirement that the vendor or third party report information security incidents to the College District in accordance with law and administrative procedures.

EMPLOYMENT PRACTICES

DC
(LOCAL)

Posting Vacancies

The College President or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current College District employees may apply for any vacancy for which they have appropriate qualifications.

Applications

All applicants shall complete the application form supplied by the College District and certify that the information provided by the applicant is true and correct.

**Employment of
Certain Law
Enforcement
Personnel**

The College President or designee and the College District police department shall develop regulations, in accordance with law, for the employment of peace officers and telecommunicators. The regulations shall address:

1. The investigation of the applicant's background;
2. Medical and psychological examination and drug screening of the applicant;
3. The applicant's qualification to carry a firearm, if applicable;
4. A provisional hiring period applicable upon employment; and
5. The submission of any required forms to the Texas Commission on Law Enforcement (TCOLE).

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**Employment of
Contractual
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The College President has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

The Board retains final authority for employment of contractual personnel, serving as vice president and provost for academic affairs and economic development, associate vice president, vice president, dean, or a similar position. [See DCA]

**Employment of
Noncontractual
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The Board delegates to the College President final authority to employ noncontractual employees on an at-will basis. [See DCC]

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EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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All College District personnel shall recognize and respect the rights of students, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the College District.

Employees wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Ethical Standards

The College District holds all employees to the ethical standards set out in this policy.

As a Citizen

An employee shall treat all persons with dignity and respect.

An employee shall accept all rights and responsibilities of citizenship, always avoiding use of the privileges of the employee's public position for private or partisan advantage.

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An employee shall strive to help each student realize the student's full potential as a learner and as a human being.

An employee shall by example and action encourage and defend the unfettered pursuit of truth by all persons employed by the College District in the educational enterprise and students supporting the free exchange of ideas, observing the highest standards of academic honesty and integrity, and seeking always an attitude of scholarly objectivity and tolerance of other viewpoints.

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An employee shall maintain competence through continued professional development, shall demonstrate that competence through consistently adequate performance, and shall seek to enhance that competence by accepting and appropriating constructive criticism and evaluation.

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An employee shall recognize and preserve the confidential nature of professional relationships, neither disclosing nor encouraging the disclosure of information or rumor, which might damage or embarrass or violate the privacy of any other person.

An employee shall support the right of all colleagues to academic freedom and due process and defend and assist a professional colleague accused of wrongdoing, incompetence, or other serious offense so long as the colleague's innocence may reasonably be maintained.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

- An employee shall not support a colleague whose persistently unethical conduct or professional incompetence has been demonstrated through due process.
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- An employee shall make the most judicious and effective use of the College District's time and resources.
- An employee shall fulfill the employment agreement both in spirit and in fact, shall give reasonable notice upon resignation, and shall neither accept tasks for which the employee is not qualified nor assign tasks to unqualified persons.
- An employee shall support the goals and ideals of the College District and shall act in public affairs in such a manner as to bring credit to the College District.
- An employee shall not engage in unlawful discrimination or harassment of students or colleagues and shall adhere to the College District's policies on unlawful discrimination and harassment and other conduct.
- An employee shall observe the stated policies and procedures of the College District, reserving the right to seek revision in a judicious and appropriate manner.
- An employee shall participate in the governance of the College District by accepting a fair share of committee and institutional responsibilities.

REFERENCE: derived from the [Texas Community College Teachers Association Code of Professional Ethics \(PDF\)](#).¹

Violations

Employees shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as College District employees. Violation of any policies, regulations, or guidelines may result in disciplinary action, up to and including termination of employment. [See DCC, DIAA, and DM series]

Misconduct by Certain Law Enforcement Personnel

The College President or designee and the College District police department shall develop regulations, in accordance with law, addressing the investigation of allegations of misconduct by peace officers and telecommunicators.

Electronic Media

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(LOCAL)

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Record Retention An employee shall comply with the College District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CIA and GCB]

Personal Use Employees shall be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media violates state or federal law or College District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Safety Requirements All employees shall adhere to College District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Tobacco Products and E-cigarettes With the exceptions of designated areas and parking lots, the College District prohibits the use of tobacco products and e-cigarettes on College District property, in College District vehicles, and at College District-related activities, unless authorized by the College President or designee. [See FLBD]

An employee shall not give or sell tobacco products or e-cigarettes to a person in violation of law.

Alcohol and Drugs A copy of this policy, the purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.

Employees shall be prohibited from using, possessing, controlling, manufacturing, transmitting, distributing, dispensing, selling, or being under the influence of any of the following substances while conducting College District business or while on College District property, in College District vehicles, or at College District-related activities, whether during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage, except as permitted under this policy.
3. Any non-controlled substance such as abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any performance-enhancing substance, including steroids.

EMPLOYEE STANDARDS OF CONDUCT

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(LOCAL)

5. Any designer drug.
6. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.
7. Any legally prescribed or over-the-counter drug if it impairs the employee's ability to perform the essential functions of the position or if such impairment jeopardizes the safety of the employee or any other person.

The transmittal, sale, or attempted sale of what is represented to be any of the above-listed substances shall also be prohibited under this policy.

An employee need not test positive to be considered "under the influence" of alcohol or a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, controls, sells, transmits, distributes, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use;
3. Possesses over-the-counter medication for personal use; or
4. Serves or consumes alcohol at special fundraising functions for the College District, at specially designated events in College District facilities, or serves alcoholic beverages for tasting by underage students for instructional purposes in specifically defined and approved academic curricular programs/classes in accordance with Section 106.16 of the Alcoholic Beverages Code.

The College President is authorized by the Board to permit the serving and consuming of alcoholic beverages at special fundraising functions for the College District or at specially designated events in College District facilities. The serving of alcoholic beverages is also permitted for tasting by minor students who are at least 18 years of age for instructional purposes as part of the curriculum in a course that is part of a program in culinary arts, viticulture, enology or wine technology, brewing or beer technology, or distilled spirits production or technology, in accordance with Section 106.16 of the Alcoholic Beverages Code.

State law shall be strictly enforced at all times on all property controlled by the College District in regard to the possession and consumption of alcoholic beverages.

EMPLOYEE STANDARDS OF CONDUCT

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Paraphernalia	The use, possession, control, manufacture, transmission, distribution, dispensation, or sale of paraphernalia related to any prohibited substance is prohibited.
Notice	Each employee shall be given a copy of the College District's notice regarding a drug-free workplace. [See DI(EXHIBIT)]
Arrests, Indictments, Convictions, and Other Adjudications	An employee shall notify the employee's immediate supervisor and the office of human resources within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony or offense involving moral turpitude.
Moral Turpitude	Moral turpitude includes but is not limited to: 1. Dishonesty, fraud, deceit, theft, or misrepresentation; 2. Deliberate violence; 3. Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor; 4. Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code; 5. Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if any two or more acts are committed within any 12-month period; or 6. Acts constituting abuse under the Texas Family Code.
Consensual Relationships Prohibited	All employees have a responsibility to avoid any apparent or actual conflict of interest. A conflict of interest arises when: 1. An employee currently has or formerly had a consensual, intimate relationship with his or her subordinate or with a student; and 2. The employee's professional responsibilities give him or her the power or authority to influence or affect the subordinate's or student's status, assessment, opportunities, or benefits. Consensual, intimate relationships between employees and their subordinates or between employees and students may lead to complaints of harassment by the subordinate or student and may lead to the perception that the subordinate or student is receiving special access, advantage, or favoritism or that others are receiving restricted opportunities or unfavorable treatment. These concerns may be damaging to all participants whether the favoritism is real or perceived.

EMPLOYEE STANDARDS OF CONDUCT

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Accordingly, all consensual, intimate relationships between employees and their subordinates are prohibited. Likewise, this policy prohibits all consensual, intimate relationships between an employee and a student who is under the jurisdiction of the employee, who is subject to the employee's influence or decision-making authority, or who is taking classes in the same program as the employee. If a relationship of this nature occurs, or has occurred in the past, the employee must disclose the relationship to his or her supervisor so that the conflict of interest may be resolved.

This policy applies to all employees, including faculty members, and employees who are also enrolled as students in the College District.

Allegations of sexual harassment shall be addressed in accordance with the applicable sexual harassment policy. [See DIA series for employees and FFD series for students]

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2. Alcohol or any alcoholic beverage, except as permitted under this policy.
3. Any non-controlled substance such as abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any performance-enhancing substance, including steroids.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

5. Any designer drug.
6. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.
7. Any legally prescribed or over-the-counter drug if it impairs the employee's ability to perform the essential functions of the position or if such impairment jeopardizes the safety of the employee or any other person.

The transmittal, sale, or attempted sale of what is represented to be any of the above-listed substances shall also be prohibited under this policy.

An employee need not test positive to be considered "under the influence" of alcohol or a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, controls, **stores**, sells, transmits, distributes, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses ~~or possesses~~, **possesses, or stores** a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use;
3. Possesses **or stores** over-the-counter medication for personal use; or
4. Serves or consumes alcohol at special fundraising functions for the College District, at specially designated events in College District facilities, or serves alcoholic beverages for tasting by underage students for instructional purposes in specifically defined and approved academic curricular programs/classes in accordance with Section 106.16 of the Alcoholic Beverages Code.

The College President is authorized by the Board to permit the serving and consuming of alcoholic beverages at special fundraising functions for the College District or at specially designated events in College District facilities. The serving of alcoholic beverages is also permitted for tasting by minor students who are at least 18 years of age for instructional purposes as part of the curriculum in a course that is part of a program in culinary arts, viticulture, enology or wine technology, brewing or beer technology, or distilled spirits production or technology, in accordance with Section 106.16 of the Alcoholic Beverages Code.

EMPLOYEE STANDARDS OF CONDUCT

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(LOCAL)

State law shall be strictly enforced at all times on all property controlled by the College District in regard to the possession and consumption of alcoholic beverages.

Paraphernalia

The use, possession, control, **storage**, manufacture, transmission, distribution, dispensation, or sale of paraphernalia related to any prohibited substance is prohibited.

Notice

Each employee shall be given a copy of the College District's notice regarding a drug-free workplace. [See DI(EXHIBIT)]

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify the employee's immediate supervisor and the office of human resources within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony or offense involving moral turpitude.

Moral Turpitude

Moral turpitude includes but is not limited to:

1. Dishonesty, fraud, deceit, theft, or misrepresentation;
2. Deliberate violence;
3. Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
4. Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
5. Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if any two or more acts are committed within any 12-month period; or
6. Acts constituting abuse under the Texas Family Code.

Consensual Relationships Prohibited

All employees have a responsibility to avoid any apparent or actual conflict of interest. A conflict of interest arises when:

1. An employee currently has or formerly had a consensual, intimate relationship with his or her subordinate or with a student; and
2. The employee's professional responsibilities give him or her the power or authority to influence or affect the subordinate's or student's status, assessment, opportunities, or benefits.

Consensual, intimate relationships between employees and their subordinates or between employees and students may lead to complaints of harassment by the subordinate or student and may lead to the perception that the subordinate or student is receiving

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

special access, advantage, or favoritism or that others are receiving restricted opportunities or unfavorable treatment. These concerns may be damaging to all participants whether the favoritism is real or perceived.

Accordingly, all consensual, intimate relationships between employees and their subordinates are prohibited. Likewise, this policy prohibits all consensual, intimate relationships between an employee and a student who is under the jurisdiction of the employee, who is subject to the employee's influence or decision-making authority, or who is taking classes in the same program as the employee. If a relationship of this nature occurs, or has occurred in the past, the employee must disclose the relationship to his or her supervisor so that the conflict of interest may be resolved.

This policy applies to all employees, including faculty members, and employees who are also enrolled as students in the College District.

Allegations of sexual harassment shall be addressed in accordance with the applicable sexual harassment policy. [See DIA series for employees and FFD series for students]

¹ Texas Community College Teachers Association Code of Professional Ethics (PDF): <https://drive.google.com/file/d/1hOLs-YhIWH4ccH7VtAM-wks2GGy9KogIR/view>

EMPLOYEE STANDARDS OF CONDUCT
CHILD ABUSE AND NEGLECT REPORTING

DHB
(LOCAL)

Reporting

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a responsibility under state law to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child has an additional legal obligation to submit a written or oral report within 48 hours after the professional first has reasonable cause to believe the abuse or neglect has occurred or may be occurring. A "professional" is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of DFPS at (800) 252-5400 or the [Texas Abuse Hotline Website](#)¹;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill the person's responsibilities under the law by only reporting suspicion of abuse or neglect to the College

EMPLOYEE STANDARDS OF CONDUCT
CHILD ABUSE AND NEGLECT REPORTING

DHB
(LOCAL)

President or another College District staff member. The College District shall not require an employee to first report the employee's suspicion to a College District or campus administrator.

In accordance with law, an individual must provide the individual's name and telephone number. If the individual making the report is a professional, as defined by law, the individual must also provide the individual's business address and profession.

Confidentiality

The identity of a person making a report of suspected child abuse or neglect shall be kept confidential and shall be disclosed only in accordance with law and the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failure to Report

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report; and
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities
Regarding
Investigations**

In accordance with law, College District officials shall be prohibited from:

1. Denying an investigator's request to interview a child on campus in connection with an investigation of child abuse or neglect;
2. Requiring a parent or College District employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

College District personnel shall cooperate fully and without parental consent with an investigation of reported child abuse or neglect.

**Adverse
Employment Action
Prohibited**

The College District prohibits any adverse employment action, including termination or discrimination, against any employee who in

EMPLOYEE STANDARDS OF CONDUCT
CHILD ABUSE AND NEGLECT REPORTING

DHB
(LOCAL)

good faith reports child abuse or neglect or participates in a related investigation.

Training

The College District shall provide training to employees as required by law. Training shall address reporting requirements and techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children.

¹ Texas Abuse Hotline Website: <https://www.txabusehotline.org>

Current

EMPLOYEE STANDARDS OF CONDUCT
CHILD ABUSE AND NEGLECT REPORTING

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A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child has an additional legal obligation to submit a written or oral report within 24 hours after the professional first has reasonable cause to believe the abuse or neglect has occurred or may be occurring. A "professional" is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

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Markup

ASSIGNMENT, WORK LOAD, AND SCHEDULES
TELEWORK

DJA
(LOCAL)

Eligible employees may be permitted to telework in accordance
with procedures developed by the College President.

New

TERMINATION OF EMPLOYMENT

DM
(LOCAL)

At-Will Employees

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the College District.

Current

TERMINATION OF EMPLOYMENT

DM
(LOCAL)

At-Will Employees

The Board delegates to the College President final authority to dismiss noncontractual employees on an at-will basis. At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the College District.

At-will employees who are dismissed may request review of that decision through DGBA(LOCAL) and shall receive pay through the end of the last day worked.

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Markup

ACADEMIC ACHIEVEMENT
GRADING AND CREDIT

EGA
(LOCAL)

The Board shall establish the manner by which grades shall be determined and credit shall be awarded. These provisions shall include the methods for reporting student grades, the calculation of a student's grade point average (GPA), the classification of students based on credits earned, the transfer of credits, student standards of performance, grade appeal procedures, and any other relevant matters. The provisions shall be published in the College District catalog. The College President shall develop written procedures to implement the grading and credit provisions adopted by the Board. [For class rank calculations and honors determinations, see EGB]

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Markup

ADMISSIONS

FB
(LOCAL)

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

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

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

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

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

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

ADMISSIONS

FB
(LOCAL)

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The Board, in collaboration with 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.

**Academic Fresh
Start**

A resident of Texas may apply for admission and enroll as a student under the Academic Fresh Start program pursuant to the admissions procedures.

If an applicant elects to seek admission under the Academic Fresh Start program, the College District, in considering an applicant for admission, shall not consider academic course credits or grades earned by the applicant five or more years prior to the starting date of the semester in which the applicant seeks to enroll. The College District shall disregard all course credits or grades earned during the five years prior to the student's enrollment and may not award any credit for those courses. [See EGA]

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STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT CONDUCT

FLB
(LOCAL)

Definitions

Definitions of terms used in this policy shall be as follows.

Student

A “student” shall mean an individual who is currently enrolled in the College District and any prospective or former student who has been accepted for admission or readmission to any component institution while on the premises of any component institution.

Premises

The “premises” of the College District is defined as all real property over which the College District has possession and control.

Scholastic Dishonesty

“Scholastic dishonesty” shall include, but not be limited to, cheating, plagiarism, and collusion.

“Cheating” shall include, but not be limited to:

1. Copying from another student’s test or class work;
2. Using test materials not authorized by the person administering the test;
3. Collaborating with or seeking aid from another student during a test without permission from the test administrator;
4. Knowingly using, buying, selling, stealing, or soliciting, in whole or in part, the contents of an unadministered test, paper, or another assignment;
5. The unauthorized transporting or removal, in whole or in part, of the contents of the unadministered test;
6. Substituting for another student, or permitting another student to substitute for oneself, to take a test;
7. Bribing another person to obtain an unadministered test or information about an unadministered test; or
8. Manipulating a test, assignment, or final course grades.

“Plagiarism” shall be defined as the appropriating, buying, receiving as a gift, or obtaining by any means another’s work and the unacknowledged submission or incorporation of it in one’s own written work.

“Collusion” shall be defined as the unauthorized collaboration with another person in preparing written work for fulfillment of course requirements.

Disorderly Conduct

“Disorderly conduct” shall include any of the following activities occurring on premises owned or controlled by the College District:

1. Behavior of a boisterous and tumultuous character such that there is a clear and present danger of alarming persons where no legitimate reason for alarm exists.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT CONDUCT

FLB
(LOCAL)

2. Interference with the peaceful and lawful conduct of persons under circumstances in which there is reason to believe that such conduct will cause or provoke a disturbance.
3. Violent and forceful behavior at any time such that there is a clear and present danger that free movement of other persons will be impaired.
4. Behavior involving personal abuse or assault when such behavior creates a clear and present danger of causing assaults or fights.
5. Violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which there is reason to believe that such conduct will cause or provoke a disturbance.
6. Willful and malicious behavior that interrupts the speaker of any lawful assembly or impairs the lawful right of others to participate effectively in such assembly or meeting when there is reason to believe that such conduct will cause or provoke a disturbance.
7. Willful and malicious behavior that obstructs or causes the obstruction of any doorway, hall, or any other passageway in a College District building to such an extent that the employees, officers, and other persons, including visitors, having business with the College District are denied entrance into, exit from, or free passage in such building.

Responsibility

Each student shall be charged with notice and knowledge of, and shall be required to comply with, the contents and provisions of the College District's rules and regulations concerning student conduct.

All students shall obey the law, show respect for properly constituted authority, and observe correct standards of conduct. Each student shall be expected to:

1. Demonstrate courtesy, even when others do not;
2. Behave in a responsible manner, always exercising self-discipline;
3. Attend all classes, regularly and on time;
4. Prepare for each class and take appropriate materials and assignments to class;
5. Obey all classroom rules;

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT CONDUCT

FLB
(LOCAL)

6. Respect the rights and privileges of students, faculty, and other College District staff and volunteers;
7. Respect the property of others, including College District property and facilities; and
8. Cooperate with and assist the College District staff in maintaining safety, order, and discipline.

Prohibited Conduct

Federal, State, and
Local Law

Violations of federal, state, or local law or College District policies, procedures, or rules, including the student handbook shall be prohibited.

Prohibited Weapons
and Devices

Possession, distribution, sale, or use of firearms, location-restricted knives, clubs, knuckles, firearm silencers, or other prohibited weapons or devices in violation of law or College District policies and procedures shall be prohibited. [See CHF]

Drugs and Alcohol

Behaviors regarding drugs and alcohol and associated paraphernalia shall be prohibited as described in policy FLBE.

Debts

Owing a monetary debt to the College District that is considered delinquent or writing an "insufficient funds" check to the College District shall be prohibited.

Disruptions

"Disorderly conduct," as defined above, or disruptive behavior shall be prohibited.

Behavior Targeting
Others

The following behavior targeting others shall be prohibited:

1. Threatening another person, including a student or employee;
2. Intentionally, knowingly, or negligently causing physical harm to any person;
3. Engaging in conduct that constitutes harassment, sexual assault, dating violence, stalking, or bullying directed toward another person, including a student or employee; [See DIA series, FFD series, and FFE as appropriate]
4. Hazing with or without the consent of a student; [See FLBC]
5. Initiations by organizations that include features that are dangerous, harmful, or degrading to the student, a violation of which also renders the organization subject to appropriate discipline; and
6. Endangering the health or safety of members of the College District community or visitors to the premises.

Property

The following behavior regarding property shall be prohibited:

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT CONDUCT

FLB
(LOCAL)

1. Intentionally, knowingly, or negligently defacing, damaging, misusing, or destroying College District property or property owned by others;
2. Stealing from the College District or others; and
3. Theft, sabotage, destruction, distribution, or other use of the intellectual property of the College District or third parties without permission.

Directives

Failure to comply with directives given by College District personnel, and failure to provide identification when requested to do so by College District personnel shall be prohibited.

Tobacco and
E-cigarettes

Possession or use of tobacco products or e-cigarettes on College District property without authorization shall be prohibited. [See FLBD]

Misuse of
Technology

The following behavior regarding misuse of technology shall be prohibited:

1. Violating policies, rules, or agreements signed by the student regarding the use of technology resources;
2. Attempting to access or circumvent passwords or other security-related information of the College District, students, or employees or uploading or creating computer viruses;
3. Attempting to alter, destroy, disable, or restrict access to College District technology resources including but not limited to computers and related equipment, College District data, the data of others, or other networks connected to the College District's system without permission;
4. Using the internet or other electronic communications to threaten College District students, employees, or volunteers;
5. Sending, posting, or possessing electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal;
6. Using email or websites to engage in or encourage illegal behavior or threaten the safety of the College District, students, employees, or visitors; and
7. Possessing published or electronic material that is designed to promote or encourage illegal behavior or that could threaten the safety of the College District, students, employees, or visitors.

Dishonesty

The following behavior regarding dishonesty shall be prohibited:

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1. Scholastic dishonesty, as defined above;
2. Making false accusations or perpetrating hoaxes regarding the safety of the College District, students, employees, or visitors;
3. Intentionally or knowingly providing false information to the College District; and
4. Intentionally or knowingly falsifying records, passes, or other College District-related documents.

**Gambling and Other
Conduct**

Gambling or engaging in any other conduct that College District officials might reasonably believe will substantially disrupt the College District program or incite violence shall be prohibited.

Discipline

A student shall be subject to discipline, including suspension, in accordance with FM and FMA if the student violates this policy:

1. While on College District premises;
2. While attending a College District activity; or
3. While elsewhere if the behavior adversely impacts the educational environment or otherwise interferes with the College District's operations or objectives.

Publication

The student conduct rules contained in this policy and any other conduct rules of the College District developed by the College President shall be published in the student handbook.

Student handbooks shall be made available on the College District's website at the beginning of the academic year; a hard copy shall be provided upon request. Amendments to the handbook shall be communicated promptly to students.

STUDENT RIGHTS AND RESPONSIBILITIES
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Definitions

Definitions of terms used in this policy shall be as follows.

Student

A “student” shall mean an individual who is currently enrolled in the College District and any prospective or former student who has been accepted for admission or readmission to any component institution while on the premises of any component institution.

Premises

The “premises” of the College District is defined as all real property over which the College District has possession and control.

Scholastic Dishonesty

“Scholastic dishonesty” shall include, but not be limited to, cheating, plagiarism, and collusion.

“Cheating” shall include, but not be limited to:

1. Copying from another student’s test or class work;
2. Using test materials not authorized by the person administering the test;
3. Collaborating with or seeking aid from another student during a test without permission from the test administrator;
4. Knowingly using, buying, selling, stealing, or soliciting, in whole or in part, the contents of an unadministered test, paper, or another assignment;
5. The unauthorized transporting or removal, in whole or in part, of the contents of the unadministered test;
6. Substituting for another student, or permitting another student to substitute for oneself, to take a test;
7. Bribing another person to obtain an unadministered test or information about an unadministered test; or
8. Manipulating a test, assignment, or final course grades.

“Plagiarism” shall be defined as the appropriating, buying, receiving as a gift, or obtaining by any means another’s work and the unacknowledged submission or incorporation of it in one’s own written work.

“Collusion” shall be defined as the unauthorized collaboration with another person in preparing written work for fulfillment of course requirements.

Disorderly Conduct

“Disorderly conduct” shall include any of the following activities occurring on premises owned or controlled by the College District:

1. Behavior of a boisterous and tumultuous character such that there is a clear and present danger of alarming persons where no legitimate reason for alarm exists.

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2. Interference with the peaceful and lawful conduct of persons under circumstances in which there is reason to believe that such conduct will cause or provoke a disturbance.
3. Violent and forceful behavior at any time such that there is a clear and present danger that free movement of other persons will be impaired.
4. Behavior involving personal abuse or assault when such behavior creates a clear and present danger of causing assaults or fights.
5. Violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which there is reason to believe that such conduct will cause or provoke a disturbance.
6. Willful and malicious behavior that interrupts the speaker of any lawful assembly or impairs the lawful right of others to participate effectively in such assembly or meeting when there is reason to believe that such conduct will cause or provoke a disturbance.
7. Willful and malicious behavior that obstructs or causes the obstruction of any doorway, hall, or any other passageway in a College District building to such an extent that the employees, officers, and other persons, including visitors, having business with the College District are denied entrance into, exit from, or free passage in such building.

Responsibility

Each student shall be charged with notice and knowledge of, and shall be required to comply with, the contents and provisions of the College District's rules and regulations concerning student conduct.

All students shall obey the law, show respect for properly constituted authority, and observe correct standards of conduct. Each student shall be expected to:

1. Demonstrate courtesy, even when others do not;
2. Behave in a responsible manner, always exercising self-discipline;
3. Attend all classes, regularly and on time;
4. Prepare for each class and take appropriate materials and assignments to class;
5. Obey all classroom rules;
6. Respect the rights and privileges of students, faculty, and other College District staff and volunteers;

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	7. Respect the property of others, including College District property and facilities; and 8. Cooperate with and assist the College District staff in maintaining safety, order, and discipline.
Prohibited Conduct	Violations of federal, state, or local law or College District policies, procedures, or rules, including the student handbook shall be prohibited.
Federal, State, and Local Law	
Prohibited Weapons and Devices	Possession, distribution, sale, or use of firearms, location-restricted knives, clubs, knuckles, firearm silencers, or other prohibited weapons or devices in violation of law or College District policies and procedures shall be prohibited. [See CHF]
Drugs and Alcohol	Behaviors regarding drugs and alcohol and associated paraphernalia shall be prohibited as described in policy FLBE.
Debts	Owing a monetary debt to the College District that is considered delinquent or writing an "insufficient funds" check to the College District shall be prohibited.
Disruptions	"Disorderly conduct," as defined above, or disruptive behavior shall be prohibited.
Behavior Targeting Others	The following behavior targeting others shall be prohibited: 1. Threatening another person, including a student or employee; 2. Intentionally, knowingly, or negligently causing physical harm to any person; 3. Engaging in conduct that constitutes harassment, sexual assault, dating violence, stalking, or bullying directed toward another person, including a student or employee; [See DIA series, FFD series, FFE, and FM as appropriate] 4. Hazing with or without the consent of a student; [See FLBC] 5. Initiations by organizations that include features that are dangerous, harmful, or degrading to the student, a violation of which also renders the organization subject to appropriate discipline; and 6. Endangering the health or safety of members of the College District community or visitors to the premises.
Property	The following behavior regarding property shall be prohibited: 1. Intentionally, knowingly, or negligently defacing, damaging, misusing, or destroying College District property or property owned by others;

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2. Stealing from the College District or others; and
 3. Theft, sabotage, destruction, distribution, or other use of the intellectual property of the College District or third parties without permission.
- Directives
- Failure to comply with directives given by College District personnel, and failure to provide identification when requested to do so by College District personnel shall be prohibited.
- Tobacco and E-cigarettes
- Possession or use of tobacco products or e-cigarettes on College District property without authorization shall be prohibited. [See FLBD]
- Misuse of Technology
- The following behavior regarding misuse of technology shall be prohibited:
1. Violating policies, rules, or agreements signed by the student regarding the use of technology resources;
 2. Attempting to access or circumvent passwords or other security-related information of the College District, students, or employees or uploading or creating computer viruses;
 3. Attempting to alter, destroy, disable, or restrict access to College District technology resources including but not limited to computers and related equipment, College District data, the data of others, or other networks connected to the College District's system without permission;
 4. Using the internet or other electronic communications to threaten College District students, employees, or volunteers;
 5. Sending, posting, or possessing electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal;
 6. Using electronic means to engage in or encourage illegal behavior or threaten the safety of the College District, students, employees, or visitors; and
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- Dishonesty
- The following behavior regarding dishonesty shall be prohibited:
1. Scholastic dishonesty, as defined above;

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2. Making false accusations or perpetrating hoaxes regarding the safety of the College District, students, employees, or visitors;
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**Gambling and Other
Conduct**

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Discipline

A student shall be subject to discipline, including suspension, in accordance with FM and FMA if the student violates this policy:

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Publication

The student conduct rules contained in this policy and any other conduct rules of the College District developed by the College President shall be published in the student handbook.

Student handbooks shall be made available on the College District's website at the beginning of the academic year; a hard copy shall be provided upon request. Amendments to the handbook shall be communicated promptly to students.

STUDENT RIGHTS AND RESPONSIBILITIES
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Definitions of terms used in this policy shall be as follows.

Student A “student” shall mean an individual who is currently enrolled in the College District and any prospective or former student who has been accepted for admission or readmission to any component institution while on the premises of any component institution.

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1. Copying from another student’s test or class work;
2. Using test materials not authorized by the person administering the test;
3. Collaborating with or seeking aid from another student during a test without permission from the test administrator;
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5. The unauthorized transporting or removal, in whole or in part, of the contents of the unadministered test;
6. Substituting for another student, or permitting another student to substitute for oneself, to take a test;
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All students shall obey the law, show respect for properly constituted authority, and observe correct standards of conduct. Each student shall be expected to:

1. Demonstrate courtesy, even when others do not;
2. Behave in a responsible manner, always exercising self-discipline;
3. Attend all classes, regularly and on time;
4. Prepare for each class and take appropriate materials and assignments to class;
5. Obey all classroom rules;
6. Respect the rights and privileges of students, faculty, and other College District staff and volunteers;

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	7. Respect the property of others, including College District property and facilities; and 8. Cooperate with and assist the College District staff in maintaining safety, order, and discipline.
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Federal, State, and Local Law	
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Drugs and Alcohol	Behaviors regarding drugs and alcohol and associated paraphernalia shall be prohibited as described in policy FLBE.
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Dishonesty	The following behavior regarding dishonesty shall be prohibited: Scholastic dishonesty, as defined above;

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2. Making false accusations or perpetrating hoaxes regarding the safety of the College District, students, employees, or visitors;
3. Intentionally or knowingly providing false information to the College District; and
4. Intentionally or knowingly falsifying records, passes, or other College District-related documents.

**Gambling and Other
Conduct**

Gambling or engaging in any other conduct that College District officials might reasonably believe will substantially disrupt the College District program or incite violence shall be prohibited.

Discipline

A student shall be subject to discipline, including suspension, in accordance with FM and FMA if the student violates this policy:

1. While on College District premises;
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3. While elsewhere if the behavior adversely impacts the educational environment or otherwise interferes with the College District's operations or objectives.

Publication

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Student handbooks shall be made available on the College District's website at the beginning of the academic year; a hard copy shall be provided upon request. Amendments to the handbook shall be communicated promptly to students.

STUDENT CONDUCT
ALCOHOL AND DRUG USE

FLBE
(LOCAL)

Alcohol

A student shall be prohibited from using, possessing, controlling, manufacturing, transmitting, distributing, selling, or being under the influence of intoxicating beverages on College District property, in College District vehicles, and at College District-related activities. With the prior consent of the Board or the College President, these provisions may be waived with respect to a specific location on College District property, a specific event, or approved academic programs/classes as permitted by law that are sponsored by the College District.

State law shall be strictly enforced at all times on all property controlled by the College District in regard to the possession and consumption of alcoholic beverages.

**Controlled
Substances**

No student shall possess, use, control, manufacture, transmit, distribute, sell, or attempt to possess, use, control, manufacture, transmit, distribute, sell, or be under the influence of, any of the following substances on College District property, in College District vehicles, or at College District-related activities:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Any abusable glue, aerosol paint, or any other volatile chemical substance for inhalation.
3. Any performance-enhancing substance, including steroids.
4. Any designer drug.
5. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

The transmittal, sale, or attempted sale of what is represented to be any of the above-listed substances shall also be prohibited under this policy.

Exceptions

It shall not be considered a violation of this policy if the student:

1. Uses or possesses a controlled substance or drug authorized by a licensed physician through a prescription specifically for that student's use;
2. Possesses a controlled substance or drug that a licensed physician has prescribed for the student's child or other individual for whom the student is a legal guardian;
3. Cultivates, possesses, transports, or sells hemp as authorized by law; or

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ALCOHOL AND DRUG USE

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4. Possesses, sells, or distributes Dextromethorphan.

Paraphernalia

The use, possession, control, manufacture, transmission, distribution, or sale of paraphernalia related to any prohibited substance is prohibited.

Violation

Students who violate this policy shall be subject to appropriate disciplinary action. [See FM and FMA] Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

Notice

Each student taking one or more classes for any type of academic credit except for continuing education units shall be given a copy of the College District's policy prohibiting the unlawful possession, use, or distribution of illicit drugs and alcohol, a description of the applicable legal sanctions under local, state, or federal law, and a description of the health risks associated with the use of illicit drugs and the abuse of alcohol.

STUDENT CONDUCT
ALCOHOL AND DRUG USE

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Alcohol

A student shall be prohibited from using, possessing, controlling, manufacturing, transmitting, distributing, selling, or being under the influence of intoxicating beverages on College District property, in College District vehicles, and at College District-related activities. With the prior consent of the Board or the College President, these provisions may be waived with respect to a specific location on College District property, a specific event, or approved academic programs/classes as permitted by law that are sponsored by the College District.

State law shall be strictly enforced at all times on all property controlled by the College District in regard to the possession and consumption of alcoholic beverages.

**Controlled
Substances**

No student shall possess, use, control, store, manufacture, transmit, distribute, sell, or attempt to possess, use, control, store manufacture, transmit, distribute, sell, or be under the influence of, any of the following substances on College District property, in College District vehicles, or at College District-related activities:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Any abusable glue, aerosol paint, or any other volatile chemical substance for inhalation.
3. Any performance-enhancing substance, including steroids.
4. Any designer drug.
5. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

The transmittal, sale, or attempted sale of what is represented to be any of the above-listed substances shall also be prohibited under this policy.

Exceptions

It shall not be considered a violation of this policy if the student:

1. Uses, possesses, or stores a controlled substance or drug authorized by a licensed physician through a prescription specifically for that student's use;
2. Possesses or stores a controlled substance or drug that a licensed physician has prescribed for the student's child or other individual for whom the student is a legal guardian;
3. Cultivates, possesses, transports, or sells hemp as authorized by law; or

STUDENT CONDUCT
ALCOHOL AND DRUG USE

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4. Possesses, sells, or distributes Dextromethorphan.

Paraphernalia

The use, possession, control, storage, manufacture, transmission, distribution, or sale of paraphernalia related to any prohibited substance is prohibited.

Violation

Students who violate this policy shall be subject to appropriate disciplinary action. [See FM and FMA] Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

Notice

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STUDENT CONDUCT
ALCOHOL AND DRUG USE

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A student shall be prohibited from using, possessing, controlling, manufacturing, transmitting, distributing, selling, or being under the influence of intoxicating beverages on College District property, in College District vehicles, and at College District-related activities. With the prior consent of the Board or the College President, these provisions may be waived with respect to a specific location on College District property, a specific event, or approved academic programs/classes as permitted by law that are sponsored by the College District.

State law shall be strictly enforced at all times on all property controlled by the College District in regard to the possession and consumption of alcoholic beverages.

**Controlled
Substances**

No student shall possess, use, control, **store**, manufacture, transmit, distribute, sell, or attempt to possess, use, control, **store** manufacture, transmit, distribute, sell, or be under the influence of, any of the following substances on College District property, in College District vehicles, or at College District-related activities:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
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2. Possesses **or stores** a controlled substance or drug that a licensed physician has prescribed for the student's child or other individual for whom the student is a legal guardian;
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STUDENT CONDUCT
ALCOHOL AND DRUG USE

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(LOCAL)

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STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT COMPLAINTS

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(LOCAL)

Guiding Principles

The College President or designee shall develop administrative procedures for a student complaint reporting and grievance process as delineated in the student handbook.

Informal Process

The College District encourages students to discuss their concerns with the appropriate instructor or other campus administrator who has the authority to address the concerns.

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

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

Formal Process

A student may initiate the formal process described below by timely filing a written complaint form.

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

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

Freedom from Retaliation

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

Notice to Students

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

Complaints

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

Other Complaint Processes

Student complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FLD after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, sex, gender, national origin, disability, age, or religion. [See FFDA and FFDB]
2. Complaints concerning retaliation relating to discrimination and harassment. [See FFDA and FFDB]
3. Complaints concerning disciplinary decisions. [See FMA]

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4. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CHA]
5. Complaints concerning the withdrawal of consent to remain on campus. [See GDA]

Current

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT COMPLAINTS

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4. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CGF]
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Notice to Students

The College District shall inform students of this policy through appropriate College District publications and on the College District's website.

Procedures

The College President or designee shall develop administrative procedures for a student complaint reporting and grievance process as delineated in the student handbook.

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The College District encourages students to discuss their concerns with the appropriate faculty member or college employee who has the authority to address the concerns.

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

Formal Process

A student may initiate the formal process described below by timely filing a written complaint form. Students are encouraged to submit complaints as early as possible so that the situation can be addressed promptly and an appropriate remedy identified without delay.

The complaint form shall be filed with the lowest level administrator who had the authority to remedy the alleged problem.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the

STUDENT RIGHTS AND RESPONSIBILITIES
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College President, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

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

Option to Continue
Informal Process

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

**Freedom from
Retaliation**

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

NEW

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT COMPLAINTS

FLD
(LOCAL)

Complaints

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

Other Complaint Processes

Student complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FLD after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, sex, gender, national origin, disability, age, or religion. [See FFDA and FFDB]
2. Complaints concerning retaliation relating to discrimination and harassment. [See FFDA and FFDB]
3. Complaints concerning disciplinary decisions. [See FMA]
4. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CGF]
5. Complaints concerning the withdrawal of consent to remain on campus. [See GDA]

Notice to Students

The College District shall inform students of this policy through appropriate College District publications and on the College District’s website.

Guiding Principles Procedures

The College President or designee shall develop administrative procedures for a student complaint reporting and grievance process as delineated in the student handbook.

Informal Process

The College District encourages students to discuss their concerns with the appropriate ~~instructor or other~~ **faculty member or college employee** ~~campus administrator~~ who has the authority to address the concerns.

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

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

Formal Process

A student may initiate the formal process described below by timely filing a written complaint form. **Students are encouraged to submit complaints as early as possible so that the situation can be addressed promptly and an appropriate remedy identified without delay.**

~~Even after initiating the formal complaint process, students are encouraged to seek informal resolution of their concerns. A student whose concerns are resolved may withdraw a formal complaint at any time~~ **The complaint form shall be filed with the lowest level**

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administrator who had the authority to remedy the alleged problem.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the College President, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

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

**Option to
Continue Informal
Process**

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

**Freedom from
Retaliation**

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

~~Notice to Students~~

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

~~Complaints~~

~~In this policy, the terms “complaint” and “grievance” shall have the same meaning.~~

**~~Other Complaint
Processes~~**

~~Student complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FLD after the relevant complaint process:~~

- ~~1. Complaints alleging discrimination or harassment based on race, color, sex, gender, national origin, disability, age, or religion. [See FFDA and FFDB]~~
- ~~2. Complaints concerning retaliation relating to discrimination and harassment. [See FFDA and FFDB]~~
- ~~3. Complaints concerning disciplinary decisions. [See FMA]~~
- ~~4. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CHA]~~

~~Complaints concerning the withdrawal of consent to remain on campus. [See GDA]~~

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Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns.

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

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

Formal Process

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

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

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

**Freedom from
Retaliation**

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

Complaints

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

Other Complaint
Processes

Complaints from the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GB after the relevant complaint process:

1. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CHA]
2. Complaints concerning the withdrawal of consent to remain on campus. [See GDA]

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

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Scheduling Conferences	The College District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the College District may hold the conference and issue a decision in the individual's absence.
Response	At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual'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. In calculating timelines under this policy, the day a document is filed is "day zero." The following day is "day one."
Representative	"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process. The individual may designate a representative through written notice to the College District at any level of this process. If the individual designates a representative with fewer than three days' notice to the College District before a scheduled conference or hearing, the College District may reschedule the conference or hearing to a later date, if desired, in order to include the College District's counsel. The College District may be represented by counsel at any level of the process.
Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual 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.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within 10 days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.

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**Complaint and
Appeal Forms**

Complaints and appeals under this policy shall be submitted in writing on a form provided by the College District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

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

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the College President or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within 10 days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any relevant documents or information.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the College 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 days of the date of the written Level One response or, if no response was received, within 10 days of the Level One response deadline.

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

The Level One record shall include:

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

The Level Two administrator shall schedule a conference within 10 days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the individual a written response within 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

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

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

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

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

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The College President or designee shall provide the Board with the record of the Level Two complaint. The individual may request a copy of the Level Two record.

The Level Two record shall include:

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

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

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

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

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

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

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Complaints

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

Other Complaint Processes

Complaints from the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GB after the relevant complaint process:

1. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CGF]
2. Complaints concerning the withdrawal of consent to remain on campus. [See GDA]

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns.

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

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

Formal Process

An individual may initiate the formal process described below by filing a written complaint form within 15 business days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the College President, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

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

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

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Option to Continue
Informal Process

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

**Freedom from
Retaliation**

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

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The College District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the College District may hold the conference and issue a decision in the individual's absence.

Response

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

Days

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

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

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

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Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint. When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the College District may consolidate the complaints.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within 10 days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.
Complaint and Appeal Forms	Complaints and appeals under this policy shall be submitted in writing on a form provided by the College District. Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference. A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.
Record	A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the individual who filed the complaint, documents determined relevant by College District personnel, and the decision.
Remand	A complaint or appeal form that is incomplete in any material aspect shall be refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint. If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at

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	the Board level of review an adequate record has not been developed.
Investigation	The College District may conduct an investigation at any level in the complaint process. If the College District and the complainant mutually agree, all deadlines shall be suspended during an investigation.
Audio Recording	As provided by law, an individual shall be permitted to make an audio recording of a hearing under this policy at which the substance of the individual's complaint is discussed. The individual shall notify all attendees present that an audio recording is taking place.
Complaint Levels	The appropriate administrator shall schedule a conference with the individual within 10 days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.
Level One	Absent extenuating circumstances, the administrator shall provide the individual a written response within 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.
Level Two	If the individual did not receive the relief requested at Level One or if the time for a response has expired, the individual may request a conference with the College 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 days of the date of the written Level One response or, if no response was received, within 10 days of the Level One response deadline. After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record. The Level One record shall include: 1. The original complaint form and any attachments. 2. All other documents submitted by the individual at Level One. 3. The written response issued at Level One and any attachments. 4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

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The Level Two administrator shall schedule a conference within 10 days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One and identified in the Level Two appeal notice. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the individual a written response within 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

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

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, the individual may appeal the decision to the Board.

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

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

The College President or designee shall provide the Board with the record of the Level Two complaint. The individual may request a copy of the Level Two record.

The Level Two record shall include:

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

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level

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Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

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

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

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or the individual's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If for any reason the Board fails to reach a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

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Complaints

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

Other Complaint Processes

Complaints from the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GB after the relevant complaint process:

1. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CGF]
2. Complaints concerning the withdrawal of consent to remain on campus. [See GDA]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns.

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

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

Formal Process

An individual may initiate the formal process described below by ~~timely~~ filing a written complaint form **within 15 business days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.**

~~Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.~~ **The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem.**

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the College President, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

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

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board

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policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

**Option to
Continue Informal
Process**

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

**Freedom from
Retaliation**

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

Complaints

~~In this policy, the terms “complaint” and “grievance” shall have the same meaning.~~

~~Other Complaint
Processes~~

~~Complaints from the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GB after the relevant complaint process:~~

~~1. Complaints concerning a commissioned peace officer who is an employee of the College District. [See CHA]~~

~~Complaints concerning the withdrawal of consent to remain on campus. [See GDA]~~

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

**Scheduling
Conferences**

The College District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the College District may hold the conference and issue a decision in the individual’s absence.

Response

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

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Days	“Days” shall mean College District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”
Representative	“Representative” shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process. The individual may designate a representative through written notice to the College District at any level of this process. If the individual designates a representative with fewer than three days’ notice to the College District before a scheduled conference or hearing, the College District may reschedule the conference or hearing to a later date, if desired, in order to include the College District’s counsel. The College District may be represented by counsel at any level of the process.
Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint. When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the College District may consolidate the complaints.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within 10 days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.
Complaint and Appeal Forms	Complaints and appeals under this policy shall be submitted in writing on a form provided by the College District. Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, ~~they~~copies may be presented at the Level

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One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

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

Level One

~~Complaint forms must be filed:~~

- ~~1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and~~
- ~~2. With the lowest level administrator who has the authority to remedy the alleged problem.~~

~~If the only administrator who has authority to remedy the alleged problem is the College President or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.~~

~~The appropriate administrator shall investigate as necessary and~~
Record

A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the individual who filed the complaint, documents determined relevant by College District personnel, and the decision.

Remand

A complaint or appeal form that is incomplete in any material aspect shall be refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.

If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.

Investigation

The College District may conduct an investigation at any level in the complaint process. If the College District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

Audio Recording

As provided by law, an individual shall be permitted to make an audio recording of a hearing under this policy at which the substance of the individual's complaint is discussed. The individual shall notify all attendees present that an audio recording is taking place.

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Complaint Levels

Level One

The appropriate administrator shall schedule a conference with the individual within 10 days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any **other** relevant documents or information **the administrator believes will help resolve the complaint.**

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, ~~he or she~~ **the individual** may request a conference with the College 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 days of the date of the written Level One response or, if no response was received, within 10 days of the Level One response deadline.

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

The Level One record shall include:

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

The Level Two administrator shall schedule a conference within 10 days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One **and identified in the Level Two appeal notice.** At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

PUBLIC COMPLAINTS AND HEARINGS

GB
(LOCAL)

Level Three

The Level Two administrator shall provide the individual a written response within 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

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

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, ~~he or she~~ **the individual** may appeal the decision to the Board.

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

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

The College President or designee shall provide the Board with the record of the Level Two complaint. The individual may request a copy of the Level Two record.

The Level Two record shall include:

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

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

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

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal

PUBLIC COMPLAINTS AND HEARINGS

GB
(LOCAL)

and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or ~~his or her~~ **the individual's** representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

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

South Texas College District

Administrative Procedure - Board Policy BBE

DRAFT - For Board Consideration

Title	Board Member Requests for Confidential Information
Reference	Board Policy BBE (Revised)
Responsible Office	Office of the President (Board Relations)
Effective Date	Upon Board approval
Revision / Review Cycle	As needed to remain consistent with applicable law and Board Policy

1. Purpose

This procedure establishes a consistent process for individual members of the Board of Trustees to request and receive information from College District records when the requested information includes, may include, or is derived from information that is confidential under state or federal law. This procedure implements the confidentiality, request to redact, and confidentiality agreement requirements described in Board Policy BBE.

2. Scope

This procedure applies to requests made by an individual Board member for access to College District records or reports compiled from such records that contain confidential information. It does not replace or limit processes applicable to: (a) information routinely provided to the Board as a body, (b) information presented in a properly posted Board meeting (including executive session), or (c) requests made under the Texas Public Information Act or other public records laws.

3. Definitions

For purposes of this procedure:

- Confidential information - information in College District records that is confidential under applicable law, court order, or legal privilege (e.g., student education records protected by FERPA; certain personnel, medical, or financial information; attorney-client privileged communications; security-sensitive information).
- Requesting Board member - the Board member making the request.
- Custodian - the College District employee or office responsible for maintaining the requested record(s).
- Secure access method - a controlled method for providing access to information that limits unauthorized disclosure (e.g., in-person inspection, a secure Board portal, encrypted file transfer, or other method approved by the College District).

4. Procedure

4.1 Submitting a request

A Board member requesting information should submit the request in writing to the Office of the President (Board Relations) or the President's designee. Requests should be as specific as possible to support an efficient and timely response.

A written request should include, at minimum:

- A description of the information sought (including date ranges, individuals, program/department, and report title if known).
- The Board-related purpose for the request (e.g., agenda item, policy review, oversight, fiduciary responsibilities).
- Preferred format (inspection, electronic copy, hard copy) and any requested deadline.
- Whether the Board member requests that legally confidential information be redacted from responsive records (see Section 4.4).

4.2 Intake, routing, and acknowledgement

The Office of the President (Board Relations) will log the request, acknowledge receipt to the requesting Board member, and coordinate with the appropriate custodian(s) to locate responsive records. When necessary, the Office of the President will consult with the College District's legal counsel and/or information security personnel.

4.3 Legal and confidentiality review

Before records are provided, the President or designee, in consultation with legal counsel as appropriate, will determine whether responsive records contain confidential information and identify any required safeguards for access, transmission, and retention. When feasible and appropriate, the College District may provide a summary, report, or other alternative that satisfies the Board member's request while minimizing the disclosure of confidential information.

4.4 Request to redact confidential information

If requested by the Board member, information that is confidential under law shall be redacted from records provided to the Board member, consistent with Board Policy BBE.

When redaction is requested, the College District will provide records that are marked as redacted and will, when practicable, describe the general category of information redacted (e.g., student education record information) without disclosing the confidential content.

4.5 Providing access to confidential information

When access to confidential records (or reports compiled from such records) is necessary to respond to the request, the College President or other College District employee providing access shall advise the Board member of their responsibility to comply with confidentiality requirements and the College District's information security controls, consistent with Board Policy BBE.

Prior to receiving access, the Board member shall sign the Board Member Confidentiality Agreement (Attachment B). A signed agreement may be maintained as an annual agreement or as a request-specific agreement, as determined by the Office of the President in consultation with legal counsel.

Access will be provided using a secure access method appropriate to the sensitivity of the information, which may include:

- Supervised in-person inspection in a designated secure location;
- Access through a secure Board portal or other controlled electronic platform; and/or
- Encrypted electronic transmission approved by the College District.

4.6 Labeling, safeguarding, and use limitations

Confidential records or reports provided to a Board member will be clearly labeled as CONFIDENTIAL. The Board member shall:

- Use confidential information only for legitimate Board-related purposes and only to the extent necessary to perform official duties;
- Maintain confidential information in a secure manner and in compliance with applicable information security controls (e.g., avoid forwarding to personal email; do not store in unapproved cloud services; use encryption/password protection where available);
- Limit access to confidential information to the Board member and persons authorized by law and the College District (e.g., the President, legal counsel, or other designated staff), and only in a manner that preserves confidentiality;
- Not publicly disclose confidential information in any setting, including in open session or through electronic communications, unless the College District's legal counsel confirms disclosure is lawful and required/authorized.

4.7 Copies, notes, and retention/disposal

The confidentiality agreement requires that confidential information remain undisclosed, be labeled as confidential, and be kept securely. The agreement also requires that any copies of the information or related notes be appropriately disposed of or retained as confidential consistent with the agreement.

Accordingly, unless otherwise authorized in writing by the President or legal counsel, the Board member shall not make additional copies of confidential records. If copies or notes are created as part of the Board member's official duties, they must be treated as confidential and securely retained or destroyed as directed by the Office of the President. Upon completion of the Board-related purpose, confidential records should be returned to the Office of the President or securely destroyed/removed from the Board member's possession in accordance with the agreement and applicable record retention requirements.

4.8 Documentation and recordkeeping

The Office of the President (Board Relations) will maintain documentation of: (a) the request; (b) the response provided; (c) the redaction option selected (if applicable); (d) the secure access method used; and (e) the executed confidentiality agreement. Documentation will be maintained in accordance with the College District's record retention requirements.

4.9 Suspected unauthorized disclosure or security incident

If a Board member becomes aware of a suspected or actual unauthorized disclosure, loss, theft, or other compromise of confidential information, the Board member shall promptly notify the College President (or designee) and the College District's legal counsel. The College District will coordinate appropriate response steps, which may include information security incident response, internal review, and any required legal notifications.

5. Related documents

- Board Policy BBE (Revised)
- College District information security policies/standards (as applicable)
- Board Member Confidentiality Agreement (Attachment B)

Attachment A - Optional request template

Board Member Request for Information / Confidential Information (Optional Template)

Date of Request	
Requesting Board Member	
Description of Information Requested	
Board-Related Purpose	
Requested Format / Access Method	☐ In-person inspection ☐ Electronic access ☐ Hard copy
Requested Deadline (if any)	
Redaction Preference (Policy BBE)	☐ Provide records with legally confidential information redacted ☐ Provide access to confidential information as needed (requires confidentiality agreement) ☐ Provide a summary/report if feasible

Return completed request to: Office of the President (Board Relations).

Attachment B - Board Member Confidentiality Agreement

See separate document titled "Board Member Confidentiality Agreement - Board Policy BBE".

South Texas College District

Board Member Confidentiality Agreement - Board Policy BBE

DRAFT - For Board Consideration

Document	Confidentiality Agreement
Reference	Board Policy BBE (Revised)
Purpose	Access to confidential records or reports compiled from such records

This Board Member Confidentiality Agreement ("Agreement") is entered into by and between South Texas College District ("College District") and the undersigned member of the College District Board of Trustees ("Board Member").

1. Definitions

For purposes of this Agreement, "Confidential Information" means information, in any form, that is confidential under state or federal law, court order, or legal privilege, and that is made available to the Board Member by the College District or its representatives. Confidential Information may include information contained in records, reports, exhibits, emails, presentations, or other materials, as well as any notes created by the Board Member that reflect or summarize confidential content.

"College District information security controls" means applicable safeguards and requirements adopted by the College District to protect information, including administrative, physical, and technical controls.

2. Acknowledgements

The Board Member acknowledges and agrees that:

- The Board Member may receive access to Confidential Information only for legitimate Board-related purposes and in accordance with Board Policy BBE and this Agreement.
- Unauthorized disclosure of Confidential Information may violate state and/or federal law and may subject the Board Member and/or the College District to legal consequences.
- Confidential Information must be protected in a manner consistent with its sensitivity and the College District's information security controls.

3. Nondisclosure and permitted use

The Board Member shall keep Confidential Information strictly confidential and shall not disclose it to any person except as permitted by this Agreement or required by law.

The Board Member may use Confidential Information only:

- For the performance of the Board Member's official duties as a trustee of the College District; and

- Only to the extent reasonably necessary to fulfill the Board-related purpose for which the information was requested or provided.

Nothing in this Agreement prohibits the Board Member from discussing Confidential Information in a properly posted meeting of the Board held in compliance with applicable law (including a lawful executive session), provided confidentiality is preserved and the discussion is authorized by law.

Nothing in this Agreement restricts communications with the College District's legal counsel or other counsel authorized to advise the Board or the College District, provided confidentiality is preserved.

4. Labeling and safeguarding

The Board Member shall ensure Confidential Information is clearly identified and treated as confidential. The Board Member agrees to:

- Maintain Confidential Information in a secure manner (e.g., secure location for hard copies; password-protected and encrypted storage for electronic copies where feasible).
- Access and transmit Confidential Information only through secure methods approved or provided by the College District (e.g., secure Board portal, encrypted transmission).
- Not forward or upload Confidential Information to unapproved systems, personal cloud storage, or personal email accounts, and not store Confidential Information on devices that are not reasonably secured.
- Take reasonable precautions to prevent viewing by or disclosure to unauthorized persons (e.g., do not leave documents unattended in public places; use privacy screens where appropriate).

5. Copies and notes

The Board Member shall not make copies of Confidential Information except as necessary for official duties and as permitted by the College District. Any copies, extracts, or notes that contain or reflect Confidential Information shall be:

- Labeled or otherwise treated as confidential;
- Kept securely consistent with this Agreement; and
- Disposed of or retained as confidential consistent with this Agreement and applicable record retention requirements.

6. Return, retention, and disposal

Upon completion of the Board-related purpose (or upon request by the College District), the Board Member shall return Confidential Information to the Office of the President (Board Relations) or securely destroy/remove it from the Board Member's possession, as directed by the College District. If the Board Member retains Confidential Information or related notes for official purposes, they shall be retained securely and treated as confidential consistent with this Agreement and applicable law.

7. Public information requests, subpoenas, or legal process

If the Board Member receives a request for information, subpoena, court order, or other legal process that could require disclosure of Confidential Information in the Board Member's possession, the Board Member shall promptly notify the College President (or designee) and the College District's legal counsel before responding, to the extent permitted by law. The Board Member will cooperate with the College District in taking appropriate steps to protect Confidential Information while complying with legal requirements.

8. Incident reporting

The Board Member shall promptly report any suspected or actual unauthorized disclosure, loss, theft, or compromise of Confidential Information to the College President (or designee) and the College District's legal counsel.

9. Term

This Agreement is effective as of the date signed below and remains in effect for as long as the Board Member possesses Confidential Information or until replaced by a subsequent agreement approved by the College District. The confidentiality obligations in this Agreement continue after the Board Member's service ends, for as long as the information remains confidential under law.

10. Remedies and reservation of rights

The Board Member understands that the College District may take appropriate action in response to a breach of this Agreement, including seeking legal or equitable relief as permitted by law. Nothing in this Agreement limits any rights or obligations imposed by applicable law.

11. Signatures

IN WITNESS WHEREOF, the parties execute this Agreement as of the dates written below.

Board Member (Print Name)	
Board Member Signature	
Date	
College District Representative (Name/Title)	Office of the President / Designee

Note: This form is intended to implement Board Policy BBE and should be reviewed by the College District's legal counsel prior to adoption.

Award and Rejection of Proposals/ Approval of Purchases/ Purchase Renewals/ and Renewals

TABLE OF CONTENTS

Items	Attached Documents
Award of Proposals	
1) Half-Ton Pick-Up Truck	1) Summary – Price
2) Mid Valley Campus Building H - Classroom Audiovisual Equipment and Installation	2) Summary – Price
3) Technology Campus Building B and Starr County Campus Building C - Analog-to-Digital Audiovisual Upgrade	3) Summary – Price
Rejection of Proposals	
4) Delinquent Tax Collection Services	4) N/A
5) Primary Bank Depository Services	5) N/A
Purchases	
6) Computers, Laptops, and Tablets	6) Summary – Price
7) Food and Related Non-Food Products	7) Summary – Price
8) Furniture	8) Summary – Price
9) Graduation Facility Lease Agreement	9) Summary – Price
10) Law Enforcement Vehicle	10) Summary – Price
11) Equipment and Accessories for Law Enforcement Vehicles	11) Summary – Price
Purchase Renewals	
12) Adobe License Subscription Agreement	12) Summary – Price
13) Server Software Maintenance and Support Agreement	13) Summary – Price
Renewals	
14) External Auditor Services a. Carr, Riggs, & Ingram, LLC	14) N/A
15) Online Continuing Education Services b. Cengage Learning, Inc.	15) N/A

SOUTH TEXAS COLLEGE
1. HALF TON PICK UP TRUCK
PROJECT NO. 25-26-1029

VENDOR			Caldwell Country Chevrolet, II LLC/ dba Caldwell Country Chevrolet		McCombs HFC, Ltd./ dba Red McCombs Ford		Sames McAllen, Inc./ dba Sames McAllen Ford	
ADDRESS			PO Box 27		8333 I-10		1400 East Expressway 83	
CITY/STATE/ZIP			Caldwell, TX 77836		San Antonio, TX 78230		McAllen, TX 78501	
CONTACT			Fleet Central		AJ Bonner		Raul Gonzalez	
#	Qty	Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Unit Proposed			2026 Chevrolet Silverado		Ford F-150		Ford F-150	
1	1	Half-Ton Pick Up Truck	\$ 38,550.00	\$ 38,550.00	\$ 42,930.00	\$ 42,930.00	\$ 39,865.00	\$ 39,865.00
2	1	Warranty (standard and/or extended)						
3	1	Tax, Title, and License	\$ 350.00	\$ 350.00	\$ 3,312.54	\$ 3,312.54		
4	1	Delivery Fees	\$ 350.00	\$ 350.00				
5	1	Other Fee (if applicable)						
6	Number of Days for Delivery Upon Placement of Order		120 days				90 - 120 days	
TOTAL AMOUNT PROPOSED			\$ 39,250.00		\$ 46,242.54		\$ 39,865.00	
TOTAL EVALUATION POINTS			97.00		89.56		97.94	
RANKING			2		3		1	

SOUTH TEXAS COLLEGE
1. HALF TON PICK UP TRUCK
PROJECT NO. 25-26-1029
EVALUATION SUMMARY

VENDOR		Caldwell Country Chevrolet, II LLC/ dba Caldwell Country Chevrolet		McCombs HFC, Ltd./ dba Red McCombs Ford		Sames McAllen, Inc./ dba Sames McAllen Ford	
ADDRESS		PO Box 27		8333 I-10		1400 East Expressway 83	
CITY/STATE/ZIP		Caldwell, TX 77836		San Antonio, TX 78230		McAllen, TX 78501	
CONTACT		Fleet Central		AJ Bonner		Raul Gonzalez	
1	The Respondent's price proposal. (up to 47 points)	47	47	39.89	39.89	46.27	46.27
		47		39.89		46.27	
		47		39.89		46.27	
2	The Respondent's experience and reputation. (up to 10 points)	10	8.67	10	9.67	10	10
		7		9		10	
		9		10		10	
3	The quality of the Respondent's goods or services. (up to 16 points)	16	15.67	16	14.67	16	15.67
		16		14		15	
		15		14		16	
4	The extent to which the goods or services meet the district's needs (up to 18 points)	18	17.67	18	17.33	18	18
		18		17		18	
		17		17		18	
5	The vendor's past relationship with the district (up to 3 points)	3	3	2	2	3	3
		3		2		3	
		3		2		3	
6	The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 points)	0	0	1	1	0	0
		0		1		0	
		0		1		0	
7	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. Has its place of business in this state; or B. Employs at least 500 persons in this state. (up to 5 points)	5	5	5	5	5	5
		5		5		5	
		5		5		5	
TOTAL EVALUATION POINTS		97.00		89.56		97.94	
RANKING		2		3		1	

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

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

SOUTH TEXAS COLLEGE
1. PROPOSAL CRITERIA - PRODUCT ONLY

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

Total Points

100

Definitions of evaluation terms:

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

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

Marginal - respondent provided minimal information on requirements

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

SOUTH TEXAS COLLEGE
2. MID VALLEY CAMPUS BUILDING H - CLASSROOM AUDIOVISUAL EQUIPMENT AND INSTALLATION
PROJECT NO. 25-26-1033

VENDOR		Audio Visual Aids Company, LLC	Buckeye Technology Solutions, LLC/ dba CCS Presentation Systems	E-Logic, Inc.	Howard Industries, Inc./ dba Howard Technology Solutions	JSJ Rodriguez, Inc./ dba Tele-Pro Communications
ADDRESS		2903 N Flores St	20212 Hempstead Rd Bldg 1	1025 Connecticut Ave NW Ste 1000	36 Howard Drive	12005 N Bryan Rd
CITY/STATE/ZIP		San Antonio, TX 78212	Houston, TX 77065	Washington, DC 20036	Ellisville, MS 39437	Mission, TX 78573
PHONE		(800)422-1282	(713)892-5850	(202)499-7837		(614)582-1443
CONTACT		Ernest Mendez	Dominic Barrientez	Luis Padilla	Brandey Boyd	Tara Masters
#	Description	Proposed	Proposed	Proposed	Proposed	Proposed
1	Mid Valley Campus Building H - Classroom Audiovisual Equipment and Installation	\$ 51,567.82	\$ 65,495.10	\$ 100,747.66	\$ 89,463.00	\$ 64,058.00
TOTAL PROPOSAL AMOUNT		\$ 51,567.82	\$ 65,495.10	\$ 100,747.66	\$ 89,463.00	\$ 64,058.00
TOTAL EVALUATION POINTS		97.25	85.81	68.74	72.70	88.06
RANKING		1	3	5	4	2

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

SOUTH TEXAS COLLEGE
2. MID VALLEY CAMPUS BUILDING H - CLASSROOM AUDIOVISUAL EQUIPMENT AND INSTALLATION
PROJECT NO. 25-26-1033
EVALUATION SUMMARY

VENDOR		Audio Visual Aids Company, LLC		Buckeye Technology Solutions, LLC/ dba CCS Presentation Systems		E-Logic, Inc.		Howard Industries, Inc./ dba Howard Technology Solutions		JSJ Rodriguez, Inc./ dba Tele-Pro Communications	
ADDRESS		2903 N Flores St		20212 Hempstead Rd Bldg 1		1025 Connecticut Ave NW Ste 1000		36 Howard Drive		12005 N Bryan Rd	
CITY/STATE/ZIP		San Antonio, TX 78212		Houston, TX 77065		Washington, DC 20036		Ellisville, MS 39437		Mission, TX 78573	
PHONE		(800)422-1282		(713)892-5850		(202)499-7837				(614)582-1443	
CONTACT		Ernest Mendez		Dominic Barrientez		Luis Padilla		Brandey Boyd		Tara Masters	
1	The purchase price. (up to 42 points)	42	42	33.06	33.06	21.49	21.49	24.2	24.2	33.81	33.81
		42		33.06		21.49		24.2		33.81	
		42		33.06		21.49		24.2		33.81	
		42		33.06		21.49		24.2		33.81	
2	The reputation of the vendor and the vendor's goods or services. (up to 15 points)	13	14.25	13	13.5	14	13.75	13	14	13	13.75
		15		15		15		15		15	
		14		13		13		14		13	
		15		13		13		14		14	
3	The quality of the vendor's goods or services. (up to 14 points)	13	13.75	13	13.5	13	13.5	13	13.5	14	13.75
		14		14		14		14		14	
		14		14		14		14		14	
		14		13		13		13		13	
4	The extent to which the goods or services meet the district's needs. (up to 20 points)	18	19.25	16	17.25	19	18	18	18	19	18.25
		20		20		20		20		20	
		19		18		18		18		18	
		20		15		15		16		16	
5	The vendor's past relationship with the district. (up to 3 points)	3	3	3	2.5	2	2	3	3	3	2.5
		3		3		3		3		3	
		3		2		2		3		2	
		3		2		2		3		2	
6	The impact on the ability of the College to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	0	0	1	1	0	0	0	0	1	1
		0		1		0		0		1	
		0		1		0		0		1	
		0		1		0		0		1	
7	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner. (up to 5 points)	5	5	5	5	0	0	0	0	5	5
		5		5		0		0		5	
		5		5		0		0		5	
		5		5		0		0		5	
TOTAL EVALUATION POINTS		97.25		85.81		68.74		72.70		88.06	
RANKING		1		3		5		4		2	

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

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

SOUTH TEXAS COLLEGE

2. PROPOSAL CRITERIA - PRODUCT AND SERVICE

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

Definitions of evaluation terms:

SOUTH TEXAS COLLEGE
3. TECHNOLOGY CAMPUS BUILDING B AND STARR COUNTY CAMPUS BUILDING C
ANALOG-TO-DIGITAL AUDIOVISUAL UPGRADE
PROJECT NO. 25-26-1032

VENDOR		Audio Visual Aids Company, LLC	Buckeye Technology Solutions, LLC/ dba CCS Presentation Systems	E-Logic, Inc.	Howard Industries, Inc./ dba Howard Technology Solutions	JSJ Rodriguez, Inc./ dba Tele-Pro Communications
ADDRESS		2903 N Flores St	20212 Hempstead Rd Bldg 1	1025 Connecticut Ave NW Ste 1000	36 Howard Drive	12005 N Bryan Rd
CITY/STATE/ZIP		San Antonio, TX 78212	Houston, TX 77065	Washington, DC 20036	Ellisville, MS 39437	Mission, TX 78573
PHONE		(800)422-1282	(281)881-3455	(202)499-7837		(614)582-1443
CONTACT		Ernest Mendez	Dominic Barrientez	Dessire Pacheco Flores	Brandey Boyd	Tara Masters
#	Description	Proposed	Proposed	Proposed	Proposed	Proposed
1	Technology campus Building B and Starr County Campus Building C - Analog-To-Digital Audiovisual Upgrade	\$ 68,405.87	\$ 81,128.79	\$ 119,002.54	\$ 109,021.67	\$ 85,962.00
TOTAL PROPOSAL AMOUNT		\$ 68,405.87	\$ 81,128.79	\$ 119,002.54	\$ 109,021.67	\$ 85,962.00
TOTAL EVALUATION POINTS		97.25	88.41	71.64	76.10	88.92
RANKING		1	3	4	5	2

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

SOUTH TEXAS COLLEGE
3. TECHNOLOGY CAMPUS BUILDING B AND STARR COUNTY CAMPUS BUILDING C
ANALOG -TO-DIGITAL AUDIOVISUAL UPGRADE
PROJECT NO. 25-26-1032
EVALUATION SUMMARY

VENDOR		Audio Visual Aids Company, LLC		Buckeye Technology Solutions, LLC/ dba CCS Presentation Systems		E-Logic, Inc.		Howard Industries, Inc./ dba Howard Technology Solutions		JSJ Rodriguez, Inc./ dba Tele-Pro Communications	
ADDRESS		2903 N Flores St		20212 Hempstead Rd Bldg 1		1025 Connecticut Ave NW Ste 1000		36 Howard Drive		12005 N Bryan Rd	
CITY/STATE/ZIP		San Antonio, TX 78212		Houston, TX 77065		Washington, DC 20036		Ellisville, MS 39437		Mission, TX 78573	
PHONE		(800)422-1282		(281)881-3455		(202)499-7837				(614)582-1443	
CONTACT		Ernest Mendez		Dominic Barrientez		Dessire Pacheco Flores		Brandey Boyd		Tara Masters	
1	The purchase price. (up to 42 points)	42	42	35.41	35.41	24.14	24.14	26.35	26.35	33.42	33.42
		42		35.41		24.14		26.35		33.42	
		42		35.41		24.14		26.35		33.42	
		42		35.41		24.14		26.35		33.42	
2	The reputation of the vendor and the vendor's goods or services. (up to 15 points)	13	14.25	13	13.5	14	13.75	13	14	13	14.25
		15		15		15		15			
		14		13		13		14		14	
		15		13		13		14		15	
3	The quality of the vendor's goods or services. (up to 14 points)	13	13.75	13	13.5	13	13.5	13	13.5	14	13.75
		14		14		14		14		14	
		14		14		14		14		14	
		14		13		13		13		13	
4	The extent to which the goods or services meet the district's needs. (up to 20 points)	18	19.25	16	17.5	19	18.25	18	19.25	19	18.75
		20		20		20		20		20	
		19		18		18		19		18	
		20		16		16		20		18	
5	The vendor's past relationship with the district. (up to 3 points)	3	3	3	2.5	2	2	3	3	3	2.75
		3		3		3		3		3	
		3		2		2		3		2	
		3		2		2		3		3	
6	The impact on the ability of the College to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	0	0	1	1	0	0	0	0	1	1
		0		1		0		0		1	
		0		1		0		0		1	
		0		1		0		0		1	
7	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner. (up to 5 points)	5	5	5	5	0	0	0	0	5	5
		5		5		0		0		5	
		5		5		0		0		5	
		5		5		0		0		5	
TOTAL EVALUATION POINTS		97.25		88.41		71.64		76.10		88.92	
RANKING		1		3		4		5		2	

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

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

SOUTH TEXAS COLLEGE

3. PROPOSAL CRITERIA - PRODUCT AND SERVICE

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

Definitions of evaluation terms:

SOUTH TEXAS COLLEGE
6. DISTRICT-WIDE TECHNOLOGY REQUEST
February 24, 2026

#	Qty	Description	Unit Price	Extension	Requesting Department
COMPUTERS					
1	2	Dell Pro Micro Plus QBM1250, Intel Core Ultra 7 265, 16GB Memory, 512GB Hard Drive, 65" Touch Monitor, Keyboard and Mouse, Warranty	\$ 5,531.23	\$ 11,062.46	Rogelio Camarillo - Automotive Technology Program New systems for student lab
2	5	Dell Pro Micro Plus QBM1250, Intel Core Ultra 7 265, 16GB Memory, 512GB Hard Drive, 65" Touch Monitor, Keyboard and Mouse, Warranty	\$ 5,531.23	\$ 27,656.15	Mary Del Paz - Pecan Library Building F Renovation New systems for student library study rooms
Computers Total:				\$38,718.61	
LAPTOPS					
3	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Docking Station, Warranty	\$ 1,392.00	\$ 1,392.00	Brett Millan - Academic Advancement Replacement of out-of-warranty system for department staff
4	1	Dell Pro Max Laptop 16" Plus XCTO Base, Intel Core Ultra 7, 32GB Memory, 512GB Hard Drive, Docking Station, Warranty	\$ 3,622.80	\$ 3,622.80	Javier Reyes - Construction Supervision Program New system for new department faculty
5	5	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Docking Station, Keyboard and Mouse, Warranty	\$ 1,602.00	\$ 8,010.00	JoAnna Martinez - Culinary Arts Program Replacement of out-of-warranty systems for department faculty
6	10	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Wireless Mouse, Warranty	\$ 1,266.30	\$ 12,663.00	Yolanda Martinez - Educational Technology Maintenance and Replacement Replacement of out-of-warranty systems for student lab
7	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Docking Station, Keyboard and Mouse, Warranty	\$ 1,696.87	\$ 1,696.87	Jose Olivares - Business Administration Program New system for new department faculty
8	10	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Warranty	\$ 1,239.68	\$ 12,396.80	Arturo Solano - Learning Commons and Open Labs Replacement of out-of-warranty systems for student lab
9	3	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Warranty	\$ 1,239.68	\$ 3,719.04	Leonardo Castaneda - Dual Credit Academies Program Replacement of out-of-warranty systems for department staff
Laptops Total:				\$ 43,500.51	
TABLETS					
10	1	Apple iPad Wi-Fi 128GB Silver 3-Year AppleCare Warranty	\$ 489.60	\$ 489.60	Arturo Solano - Learning Commons and Open Labs New system for student lab
Tablets Total:				\$ 489.60	
Computers, Laptops, and Tablets Total Amount:				\$ 82,708.72	

SOUTH TEXAS COLLEGE
7. FOOD AND RELATED NON-FOOD PRODUCTS

VENDOR			Ben E Keith Company		Labatt Institutional Supply Company/ dba Labatt Food Service LLC		Sysco USA I, Inc./ dba Sysco Central Texas	
ADDRESS			PO Box 1570		4500 Industry Park Dr.		1390 Enclave Parkway	
CITY/STATE/ZIP			Fort Worth, TX 76101		San Antonio, TX 78218		Houston, TX 77077	
PHONE			(210) 507-6320		(800) 324-6868		(956) 905-5440	
CONTACT			Fred Mandry		Frank Anglin		Joe Perez	
Period: 04/27/2026 - 04/26/2027								
#	Qty	Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	1	Food And Related Non-Food Products i) Culinary Arts Program - For Student Instruction ii) Mid Valley Campus Child Development Center - For the Preparation of Meals For The Center’s Enrolled Children	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00	\$ 70,000.00	\$ 70,000.00
SUBTOTALS			\$ 15,000.00		\$ 35,000.00		\$ 70,000.00	
TOTAL AMOUNT							\$ 120,000.00	

SOUTH TEXAS COLLEGE
8. DISTRICT-WIDE FURNITURE REQUEST
February 26, 2026

#	Qty	Description	Unit Price	Extension	Requesting Department
Barco Products, LLC (The Interlocal Purchasing System)					
1	15	Sterling Bench, 6' Bench Brown	\$ 1,265.00	\$ 18,975.00	Facilities Planning and Construction - Ricardo De La Garza
2	11	Recycled Plastic Hex Table, 46"	\$ 1,225.00	\$ 13,475.00	The new furniture will replace outdated outdoor furniture at the Technology and Mid Valley Campuses.
3	5	Recycled Plastic Wheelchair Accessible Hex Table, 44.5"	\$ 1,205.00	\$ 6,025.00	
4	1	Labor to receive, inspect, deliver, install and remove debris	\$ 1,936.39	\$ 1,936.39	
5	1	TIPS Contract Discount	\$ (1,837.05)	\$ (1,837.05)	
Barco Products, LLC Total Amount:			\$ 38,574.34		
Gateway Printing and Office Supply, Inc. (OMNIA Partners and The Interlocal Purchasing System)					
1	21	Arcozi Extended-Height Chair	\$ 259.79	\$ 5,455.59	Architectural and Engineering Design Technology - Javier Reyes
					The stools will be used by students/faculty/staff while they work on coursework, projects, or presentation boards.
2	12	Nesting Training Rectangular Table 18x60" 74P Edge	\$ 754.93	\$ 9,059.16	Facilities Planning and Construction - Ricardo De La Garza
					The new furniture will replace damaged tables in Health Science Professions Campus Building A, Room 204.
3	1	Portico Fixed Leg, Square LX Table	\$ 578.16	\$ 578.16	Facilities Planning and Construction - Ricardo De La Garza
4	1	Portico Fixed Leg, Square 36x72	\$ 878.68	\$ 878.68	The new furniture will replace outdated furniture in the Pecan Campus Library Room F-223.
5	2	Strive Four-Leg Armless Café Stool	\$ 227.85	\$ 455.70	
6	2	700 Series Full Modesty Panel 74P Edge, 30x66"W	\$ 1,017.24	\$ 2,034.48	
7	4	700 Series Supporting Ped-Box 30" Depth	\$ 1,024.34	\$ 4,097.36	
8	6	700 Series Supporting Ped-Box 30" Depth	\$ 737.17	\$ 4,423.02	
9	6	700 Series Files Supporting Ped 24" Depth	\$ 640.07	\$ 3,840.42	
10	2	700 Series Full Modesty Panel 74P Edge, 24x48"W	\$ 740.13	\$ 1,480.26	
11	1	HS72ABC Bookcase	\$ 367.95	\$ 367.95	
12	1	H314 Vertical File 4 Drawer	\$ 507.99	\$ 507.99	
13	2	HSC2472 Storage Cabinet	\$ 888.43	\$ 1,776.86	
14	6	Multi Function Multi-Adjustable Arms	\$ 579.50	\$ 3,477.00	
15	1	ZTARIFF KII	\$ 640.20	\$ 640.20	
16	1	ZTARIFF TIPS Tariff Surcharge	\$ 25.65	\$ 25.65	
17	1	ZTARIFF SOI Tariff Surcharge	\$ 66.06	\$ 66.06	
18	1	Labor to receive, inspect, deliver, install and remove debris	\$ 5,005.00	\$ 5,005.00	
Gateway Printing and Office Supply, Inc. Total Amount:			\$ 44,169.54		
Landscape Forms, Inc. (OMNIA Partners)					
1	10	Plainwell Litter, 35 gal. capacity	\$ 1,960.17	\$ 19,601.70	Facilities Planning and Construction - Ricardo De La Garza
2	1	Labor to receive, inspect, deliver, install and remove debris	\$ 3,680.00	\$ 3,680.00	The new furniture will replace outdated outdoor furniture at the Technology and Mid Valley Campuses.
Landscape Forms, Inc. Total Amount:			\$ 23,281.70		
Furniture Total Amount:			\$ 106,025.58		

SOUTH TEXAS COLLEGE
9. GRADUATION FACILITY LEASE AGREEMENT

VENDOR			Viper Arena, LLC dba Bert Ogden Arena	
ADDRESS			4900 S I-69	
CITY/STATE/ZIP			Edinburg, TX 78539	
PHONE			(956) 562 -7362	
CONTACT			Alejandro Candelaria	
Period: 05/07/2026 - 05/09/2026				
#	Qty	Description	Unit Price	Extension
1	1	Bert Ogden Arena South Texas College May 2026 Commencement Ceremonies Event Days: May 7, 2026 - May 9, 2026	\$ 65,000.00	\$ 65,000.00
TOTAL AMOUNT			\$ 65,000.00	

SOUTH TEXAS COLLEGE
10. LAW ENFORCEMENT VEHICLE

VENDOR			Caldwell Country Chevrolet II, LLC	
ADDRESS			PO Box 27	
CITY/STATE/ZIP			Caldwell, TX 77836	
PHONE			(979) 567-6116	
CONTACT			Averyt Knapp	
#	Qty	Description	Unit Price	Extension
1	1	2025 Chevrolet Tahoe PPV CC10706	\$ 56,450.00	\$ 56,450.00
2	1	GM Warranty 5yr/100,000 miles	\$ -	\$ -
3	1	Non-Equipment Charges - Buyboard	\$ 400.00	\$ 400.00
4	1	Delivery Fee	\$ 650.00	\$ 650.00
TOTAL AMOUNT			\$ 57,500.00	

SOUTH TEXAS COLLEGE
11. EQUIPMENT AND ACCESSORIES FOR LAW ENFORCEMENT VEHICLES

VENDOR			South Texas Communications, Inc.	
ADDRESS			709 E Pecan Blvd	
CITY/STATE/ZIP			McAllen, TX 78501	
PHONE			(956) 687-8591	
Period: 09/01/2025 - 08/31/2026				
#	Qty	Description	Unit Price	Extension
1	1	Equipment and Accessories for Law Enforcement Vehicles	\$ 75,000.00	\$ 75,000.00
TOTAL AMOUNT			\$ 75,000.00	

SOUTH TEXAS COLLEGE
12. ADOBE LICENSE SUBSCRIPTION AGREEMENT

VENDOR			SHI Government Solutions	
ADDRESS			290 Davidson Ave.	
CITY/STATE/ZIP			Somerset, NJ 08873	
PHONE			(732) 868-8754	
CONTACT			Joseph Marronaro	
Period: 04/06/2026 - 04/05/2027				
#	Qty	Description	Unit Price	Extension
1	490	Acrobat Pro for Enterprise	\$ 194.05	\$ 95,084.50
2	1	Adobe Stock for Teams (Large)	\$ 2,171.42	\$ 2,171.42
3	3	Captivate for Enterprise	\$ 175.32	\$ 525.96
4	47	Creative Cloud for Enterprise All Apps	\$ 264.00	\$ 12,408.00
5	428	Creative Cloud for Enterprise All Apps	\$ 238.07	\$ 101,893.96
6	1	Additional Licenses As-Needed	\$ 100,000.00	\$ 100,000.00
TOTAL AMOUNT			\$ 312,083.84	

SOUTH TEXAS COLLEGE
13. SERVER SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

VENDOR			Netsync Network Solutions	
ADDRESS			2500 West Loop South, Ste. 410/510	
CITY/STATE/ZIP			Houston, TX 77027	
PHONE			(713) 218-5000	
CONTACT			Xavier Treviño	
Period: 03/17/2026 - 03/16/2027				
#	Qty	Description	Unit Price	Extension
1	178	Omniassa Horizon 8 Standard Term Edition: 10 Concurrent User Pack for 1 year term license; includes Production Support/Subscription Omniassa	\$ 968.04	\$ 172,311.12
2	178	Omniassa Dynamic Environment Manager Term: 10 Pack (CCU) for 1 year term license; includes Production Support/Subscription Omniassa	\$ 199.48	\$ 35,507.44
TOTAL AMOUNT			\$ 207,818.56	