

**South Texas College
Board of Trustees
Finance, Audit, and Human Resources Committee
Ann Richards Administration Building Board Room
Pecan Campus, McAllen, Texas
Tuesday, April 14, 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.”

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**Approval of March 10, 2026 Finance, Audit, and Human Resources Committee
Minutes**

Purpose

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of March 10, 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
March 10, 2026 @ 5:00 p.m.**

Minutes

The Finance, Audit, and Human Resources Committee Meeting was held on Tuesday, March 10, 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 until Chair, Ms. Dalinda Gonzalez-Alcantar arrived at 5:02 p.m.

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

Other Trustees Present: Ms. Rose Benavidez.

Members absent: None.

Also present: Dr. Ricardo J. Solis, Ms. Mary Del Paz, Dr. Jesus Campos, Ms. Myriam Lopez, Ms. Deyadira Leal, Ms. Alicia Correa, Ms. Claudia Olivares, Mr. Andrew Fish, Mr. George McCaleb, Dr. Brett Millan, Dr. Rodney Rodriguez, Dr. Matt Hebbard, Chief Ruben Suarez, Lt. Johnny Barboza, Ms. Lynda Lopez, Dr. Rebecca De Leon, Mr. Rick De La Garza, Dr. Marcos Silva, Mr. Luis Silva, Mr. Luis De La Garza, Mr. Lucio Gonzalez, Mr. Khalil Abdullah, Ms. Marcela Beas, Ms. Gardenia Perez, Mr. Gustavo Garcia, Mr. Juan Miguel Galvan, Mr. Nick Hinojosa, Mr. Jorge Sanchez, Mr. Ben Castillo, Mr. Javier Villalobos, Ms. Lucy Canales, Mr. Ken Lyons, Mr. Luis De La Garza, and Ms. Venisa Earhart.

Approval of February 10, 2026 Finance, Audit, and Human Resources Committee Minutes

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of February 10, 2026, 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 February 10, 2026 Committee Meeting as presented.

Review and Discussion of Mission Economic Development Authority (MEDA) Scholarship Fund Trust with Edward Jones for Student Scholarships and Report on Funds Distributed and Awarded

- Purpose** To present a report on the Mission Economic Development Authority (MEDA) Scholarship Fund Trust.
- Justification** To provide the status of the MEDA Scholarship Fund Trust, including the annual obligated amount of distribution, and the activity of the trust, and the distribution of MEDA scholarship funds to the students.
- On August 29, 2012, the South Texas College Board of Trustees approved and authorized the acceptance of the Mission Economic Development Authority (MEDA) Scholarship Fund Endowment Agreement, which established a trust in excess of \$3 million, with Edwards Jones Trust Company as the sole Trustee and with South Texas College as the sole beneficiary, with funds to be used to establish and offer scholarships to students living in the City of Mission as described.
- The MEDA Scholarship Fund Trust Agreement and Agreement of Trustee establishes the provision of distributions. According to the MEDA Scholarship Fund Trust Annual Account Statement (January 1, 2025 – December 31, 2025), provided by Edward Jones Trust Company, the distribution to the college on August 6th, 2025 was based on the amount calculated under the agreement which is Five Percent (5%) of the fair market value of the undistributed income and corpus of the Trust as of the last day of the Trust’s previous fiscal year.
- Enclosed Documents** Appendix A – Recap of Market Value Activity, Distributions Received by South Texas College, and Fees of the Trust
Appendix B – PowerPoint Presentation
- Staff Resource** Mary Del Paz, Vice President for Finance and Administrative Services
Dr. Matthew Hebbard, Vice President for Student Affairs and Enrollment Management
Gustavo Garcia, Coordinator of Scholarships & Outreach
- Recommendation** No action was required from the Committee. This item was presented for information and feedback to staff.

Appendix A

**Recap of Market Value Activity, Distributions Received by South Texas College,
 and Fees of the Trust**

Recap of Market Value Activity Period of January 1, 2025 through December 31, 2025	
Market Value-January 1, 2025	\$4,057,607.16
Cash & Security Transfers ⁽¹⁾	(2,124.00)
Contributions	-
Income & Capital Gain Distributions	126,165.99
Fees	(44,327.75)
Withdrawals (payments to STC)	(202,880.36)
Withdrawals (other disbursements)	-
Realized Gain/Loss	77,301.15
Cost Adjustments	-
Change in market value	363,266.93
Market Value-December 31, 2025	\$4,375,009.12

(1) Fiduciary Federal Income Tax

Distributions Received by South Texas College	
Month/Year	Amount
June 2013	\$160,784.54
June 2014	185,937.10
July 2015	187,900.18
May 2016	173,937.78
June 2017	180,511.68
May 2018	193,928.47
May 2019	174,239.09
May 2020	198,719.57
May 2021	211,984.14
June 2022	224,976.44
June 2023	205,924.00
July 2024	193,566.21
August 2025	202,880.36
Total Distributions Received	\$2,495,289.56

Fees of the Trust	
Expense Type:	Year to Date 12/31/25
Fee-applied to Principal Cash	(21,858.25)
Fee-applied to Income Cash	(21,858.25)
Administrative Expenses	(600.00)
Tax Relief Service Fee (MEDTRONIC PLC)	(11.25)
Total Other Disbursements	\$ (44,327.75)

Discussion and Action as Necessary to Ratify the Revised Allocation Structure of La Joya Windpower, LLC Scholarship Funds Received from South Texas College Education Foundation

Purpose Administration requests to ratify the revised allocation structure of the La Joya Windpower, LLC Scholarship Funds received by South Texas College from the South Texas College Education Foundation.

Justification On March 6, 2023, the College received a \$40,000 contribution from Terra-Gen Development Company, LLC (La Joya Windpower, LLC) for student scholarships. The funds were subsequently transferred to the South Texas College Education Foundation following written authorization from the donor and Board approval.

Terra-Gen approved the transfer with a stipulation that the \$40,000 contribution be used for **student scholarships**.

Upon receipt of the funds from the South Texas College Education Foundation in January 2026, however, the College revised the allocation structure as approved by Terra Gen to the following:

- **\$10,000 – Technical Programs Scholarships**
To support students pursuing certificates and associate degrees in high-demand technical fields aligned with regional workforce needs.
- **\$10,000 – Emergency Student Support Fund**
To provide short-term financial assistance to students experiencing unexpected hardship that may impact persistence and completion.
- **\$20,000 – STC Promise & Jaguar Reconnect Scholarships**
To provide last-dollar scholarship assistance and wrap-around support for recent high school graduates and returning adult learners.

A letter was sent to Terra Gen with the proposed allocations, and the donor approved them as outlined in the letter.

Enclosed Documents

Appendix A – Letter from La Joya Windpower, LLC on Request to Redesignate Scholarship Funds
Appendix B – Letter to Terra-Gen Development Company, LLC on Proposed Allocations
Appendix C – Approved Donation Disclosure Statement

Staff Resource Dr. Rodney H. Rodriguez, Vice President for Institutional Advancement and External Affairs
Dr. Marcos Silva, Executive Director for Foundation and External Affairs
Mary Del Paz, Vice President for Finance and Administrative Services

Recommendation The Committee recommends Board approval to ratify the revised allocation structure of the La Joya Windpower, LLC Scholarship Funds received by South Texas College from the South Texas College Education Foundation as presented.

Upon a motion by Mr. Paul Rodriguez and a second by Mr. Danny Guzman the Committee recommended Board approval to ratify the revised allocation structure of the La Joya Windpower, LLC Scholarship Funds received by South Texas College from the South Texas College Education Foundation as presented.

The motion carried.

Review and Action as Necessary on Award and Rejection of Proposals, and Approval of Purchases, Purchase Renewals, Revision of Renewal Terms, and Contract Extension

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

Recommendation: It is requested that the Committee recommend for Board approval of the award and rejection of proposals, and approval of purchases, purchase renewals, revision of renewal terms, and contract extension at a total cost of \$1,155,870.79, as listed below:

Award of Proposals

- 1) Audio Visual Production Services – Commencement Ceremonies:** award the proposal for audio visual production services – commencement ceremonies to **Jim Melhart Piano & Organ Co., Inc./ dba Melhart Music** (McAllen, TX) for the period beginning April 1, 2026 through March 31, 2027, with two one-year options to renew, at an estimated total amount of \$34,000.00;
- 2) Re-Bid One (1) Ton Pickup Truck for Fire Science Program:** award the proposal for re-bid one (1) ton pickup truck for Fire Science Program to **Sames McAllen, Inc./ dba Sames McAllen Ford** (McAllen, TX) at a total amount of \$59,982.00;
- 3) Vehicle and Wall Graphics:** award the proposals for vehicle and wall graphics to the vendors listed in Appendix A for the period beginning April 23, 2026 through April 22, 2027, with two one-year options to renew, at an estimated total amount of \$100,000.00;

APPENDIX A
Vendors List

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

Rejection of Proposals

- 4) Delinquent Tax Collection Services:** reject the two (2) proposals received for delinquent tax collection services;
- 5) Mobile High-Pressure Air Compressor for Fire Science Training Program:** reject the two (2) proposals received for mobile high-pressure air compressor for Fire Science Training Program;
- 6) Re-Bid Medium Duty Truck:** reject the three (3) proposals received for re-bid medium duty truck;

Purchases

- 7) **Computers, Laptops, Tablets, and Monitors:** purchase computers, laptops, tablets, and monitors from the vendors listed in Appendix A at a total amount of \$519,131.95;

APPENDIX A
Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Dell Marketing, LP (Dallas, TX)	OMNIA Partners	\$502,584.00
Apple, Inc. (Dallas, TX)	Choice Partners Cooperative	\$16,547.95
Total Amount:		\$519,131.95

- 8) **Furniture:** purchase furniture from the vendors listed in Appendix A at a total amount of \$207,501.25;

APPENDIX A
Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Computer Comforts, Inc. (Kemah, TX)	The Interlocal Purchasing System	\$21,393.68
Gateway Printing & Office Supply, Inc. (San Antonio, TX)	The Interlocal Purchasing System	\$14,602.76
Global Equipment Co., Inc. (Port Washington, NY)	BuyBoard	\$1,693.03
Indeco Sales, Inc. (Belton, TX)	BuyBoard and Sourcewell	\$169,811.78
Total Amount:		\$207,501.25

Purchase Renewals

- 9) **Internet Managed Services Agreement:** renew the internet managed services agreement with Spectrum Enterprise through the **Texas Department of Information Resources (DIR)** (Austin, TX) for the period beginning May 1, 2026 through April 30, 2027, at an estimated monthly amount of \$6,942.58 and an estimated total annual amount of \$83,310.96;
- 10) **Internet Services Agreement:** renew the internet services agreement with Spectrum Enterprise through the **Texas Department of Information Resources (DIR)** (Austin, TX) for the period beginning April 1, 2026 through March 31, 2027, at an estimated monthly amount of \$5,578.72 and an estimated total annual amount of \$66,944.64;

**Revision of
Renewal Terms**

11)Investment Advisory Services: to renew the investment advisory services agreement with **Valley View Consulting, LLC** (Huddleston, VA) for the period beginning April 1, 2026 through March 31, 2027, at an estimated total amount of \$85,000.00, and revise the terms approved by the Board from three years to four years to align with those stipulated in the original Request for Qualification;

**Contract
Extension**

12)Delinquent Tax Collection Services: extend the contract for delinquent tax collection services for one (1) additional month with **Linebarger Goggan Blair & Sampson, LLP** (Austin, TX) through June 30, 2026.

Upon a motion by Mr. Danny Guzman and a second by Mr. Paul Rodriguez the Committee recommended Board approval of the award and rejection of proposals, and approval of purchases, purchase renewals, revision of renewal terms, and contract extension at a total cost of \$1,155,870.79, excluding item #4 Reject Delinquent Tax Collection Services.

The motion carried.

Review and Recommend Action on Disposal of Surplus Property Valued at \$5,000 or More

Purpose Approval of the disposal of surplus property valued at \$5,000 or more through a live auction. These assets will be removed, as applicable, from the College’s inventory system and general ledger.

Justification The Fixed Assets Department is requesting approval to dispose of obsolete, damaged, and non-functioning property due to safety concerns and limited storage capacity for surplus items.

Surplus property undergoes an evaluation process by the respective departments to determine whether the items are beyond repair and no longer usable within the College district. They are disposed of in accordance with Policy CIB – Equipment and Supplies Management: Disposal of Property and established departmental procedures. Once evaluated, departments submit a formal request to have the items removed and relocated to the Central Receiving Warehouse.

The items designated for auction are currently stored at South Texas College’s Central Receiving Warehouse on the Technology Campus.

Due to space limitations at the warehouse, the auction is scheduled to take place in Spring 2026 at the auctioneer’s designated site.

Enclosed Documents Appendix A – Capital Assets List No. 227
Appendix B – Capital Assets Components List No. 227-A

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

Recommendation The Committee recommends Board approval for the disposal of surplus property valued at \$5,000 or more through a live auction and for these assets to be removed, as applicable, from the College’s inventory system and general ledger.

Upon a motion by Mr. Paul Rodriguez and a second by Mr. Danny Guzman the Committee recommended Board approval for the disposal of surplus property valued at \$5,000 or more through a live auction and for these assets to be removed, as applicable, from the College’s inventory system and general ledger.

The motion carried.

Review and Recommend Action on Vehicle Re-Donation

Purpose Approval of vehicle re-donation from South Texas College to the Dual Credit Automotive Program at Donna High School.

Justification The vehicle was previously donated to the South Texas College Division of Business, Public Safety, and Technology - Automotive Program in May 2021 by the General Motors (GM) Automotive Service Educational Program (ASEP) for student instruction.

The STC Automotive Program currently maintains four (4) vehicles with identical operating systems, which adequately meet curriculum, instructional, and training needs within the GM ASEP program.

In January 2026, the South Texas College Dual Credit Programs partnered with Donna High School to begin a Dual Credit Automotive Program, which currently has thirty-one (31) students enrolled. It is necessary to make this vehicle available to the dual credit program to support hands-on, industry-aligned instruction, allowing students to build foundational automotive skills aligned with post-secondary education. This program will serve as a feeder pathway into STC’s Automotive Programs, and access to the vehicle will strengthen student preparedness and transition to STC.

The vehicle qualifies for re-donation under GM ASEP guidelines, due to its age, ensuring continued educational use. General Motors has formally approved the re-donation, confirming compliance with ASEP requirements; however, Board approval is required.

The asset information is as follows:

Asset No./Tag No.	Asset Description	Acquisition Date	Asset Cost	Net Book Value
BA-100003630/49279	2019 Chevrolet Silverado	05/07/2021	\$21,870.94	\$11,482.16

The vehicle is included in the College’s inventory in the Workday system and will be removed from the inventory and general ledger upon Board approval and completion of the re-donation documents.

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

Jose Vela, Point of Contact for Business, Public Safety, and
Technology
Deyadira Leal, Director of Purchasing

Recommendation The Committee recommends Board vehicle re-donation from South Texas College to the Dual Credit Automotive Program at Donna High School.

Upon a motion by Mr. Danny Guzman and a second by Mr. Paul Rodriguez the Committee recommended Board approval of the vehicle re-donation from South Texas College to the Dual Credit Automotive Program at Donna High School.

The motion carried.

Review and Recommend Action on Proposed Revisions to Tuition and Fees Schedules for FY 2026 – 2027

Purpose Approve proposed revisions to the Tuition and Fees Schedules for FY 2026 – 2027.

Justification The proposed revisions are as follows:

- Update the name for “Nursing and Allied Health (NAH)” to “Health Science Professions (HSP)” in the Credit Students and Dual Credit Students Sponsored by Partnering School District Tuition and Fees schedules.
- Add a new textbook fee for the course NURS 3370 for the BSN Program. This textbook will be used for the entire BSN program. The listed pricing is approximately \$100 less expensive than if the student purchases the book directly, with pricing negotiated through a three-year contract. The contract also provides technical support to help case manage student progress through the program.
- Delete the Parking Permit Fee and the Additional Parking Permit Fee from the CATA and CWED Students Tuition and Fees schedules.
- Revise the Regional Center for Public Safety Excellence (RCPSE) Tuition and Fees schedule to include the appropriate fees as follows:
- Add new Reservation Cancellation Fee – Facility, Training Grounds, and Equipment (reservations exceeding 3 days). This fee will be charged for cancellation of reservations of more than three consecutive days since they are unavailable to other agencies, which limits the ability to accommodate additional requests.
- Revise the Fire Vent Trailer Fee to include Vehicles and Trailers.
- Delete the Air Trailer Fee as it is now included under the previous item.
- Revise the Fire Training Props Fee since it is impractical to list every available prop individually.

- Increase to the Child Development Center Students Tuition and Fees is also proposed due to an increase in operational costs and is reflected on the schedule.

The proposed revisions are highlighted in yellow on the Schedules.

Enclosed Document

Appendix A - Ten (10) proposed Schedules and the Schedule proposed to be deleted

Staff Resource

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

Recommendation

The Committee recommends Board approval of the proposed revisions to the Tuition and Fees Schedules for FY 2026 – 2027 listed in Appendix A as presented.

Upon a motion by Mr. Danny Guzman and a second by Mr. Paul Rodriguez the Committee recommended Board approval of the proposed revisions to the Tuition and Fees Schedules for FY 2026 – 2027 listed in Appendix A as presented.

The motion carried.

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

Purpose	Administration requests review and approval of the evaluation criteria to be used in the solicitation for Delinquent Tax Collection Services, transitioning from an RFP-based evaluation model to an RFQ-based model without considering the purchase price (delinquent fee percentage).
Justification	<p>To update, as necessary, the current evaluation criteria and points used for the delinquent tax collection services.</p> <p>Administration seeks to receive feedback and approval from the Board of Trustees on the Evaluation Criteria to utilize for the Delinquent Tax Collection Services.</p> <p>The Evaluation Criteria require reassessment to ensure alignment with objectives and requirements.</p> <p>In addition to ensuring compliance with the Texas Property Tax Code and applicable procurement requirements, the revised Evaluation Criteria are designed to:</p> <ul style="list-style-type: none">• Emphasize professional qualifications, experience, and demonstrate effectiveness in delinquent tax collection.• Focus on the firm’s capacity, methodology, and ability to safeguard the District’s legal and financial interests; and• Promote a qualifications-based selection process consistent with the specialized nature of delinquent tax legal services.
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.

Upon a motion by Mr. Paul Rodriguez and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval of the evaluation criteria used for the Delinquent Tax Collection Services solicitation.

The motion carried.

After the item was recommended for approval, Mr. Ben Castillo, Legal Counsel and Ms. Mary Del Paz Vice President of Finance and Administrative Services, asked the Committee to go back and approve item #4 (Reject Delinquent Tax Collection Services) of the, Award and Rejection of Proposals, and Approval of Purchases, Purchase Renewals, Revision of Renewal Terms, and Contract Extension which was rejected in a previous item so that a new RFQ could be done based on the new criteria. Mr. Danny Guzman stated that he had a problem with that because he questioned the legality of doing that.

The Committee adjourned into Executive Session under Texas Government Code 551.071 Consultation with Attorney to discuss this item. Upon their return, Mr. Javier Villalobos Legal Counsel, recommended that the Delinquent Tax Collection Services be sent out for RFQ but no recommendation for Board approval was made on item #4 Reject Delinquent Tax Collection Services by the Committee.

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 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 Change Orders for Contract with Precision Task Group (PTG) / Workday

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

Justification To gain approval of one Change Order (#21) for PTG for Support Services, not to exceed \$355,960. The additional services will be funded by the Finance and Human Resources ERP budget as follows:

Date	Description	Available Budget	Planned Expenses	Revised Available Budget
January 2026	Designation for ERP System	\$ 2,955,200	(\$ 355,960)	\$ 2,599,240
March 2026	#21 – PTG Support for integrations, security, presentations, enhancements	\$ -	\$ 355,960	\$ 355,960
Total		\$ 2,955,200	\$ -	\$ 2,955,200

Precision Task Group (PTG) will continue supporting the college with advisory services to enhance the business processes, provide presentations prior to Workday releases, and implement Artificial Intelligence features in Workday Human Capital Management and Financial Management modules.

The contract runs from April 1, 2026, to December 31, 2026, and adds 1,618 hours to the project for PTG services.

Enclosed Documents Appendix A – Change Order

Funding The proposed funding for this expenditure will be taken from the Unrestricted Fund Balance Designation for the ERP System, recently approved in the amount of \$3,195,000.

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

Recommendation The Committee recommends Board approval of one Change Order for the estimated upcoming expenses of \$355,960 for the Contract with Precision Task Group (PTG) / Workday as presented.

Upon a motion by Mr. Paul Rodriguez and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval of one Change Order for the estimated upcoming expenses of \$355,960 for the Contract with Precision Task Group (PTG) / Workday as presented.

The motion carried.

Review and Recommend Action on the Approval of the Statement of Work to Implement the Electronic Notice of Employment (NOE) in Workday Extend Professional

Purpose To approve the Statement of Work to Implement the Electronic Notice of Employment (NOE) in Workday Extend Professional.

Justification The Workday Extend Professional software is a comprehensive solution that integrates with Workday to enhance system functionality and streamline institutional processes. This feature enables the college to develop customized, in-house applications with technical support from Workday Services. The Workday Extend Professional feature, along with associated deployment services, was approved by the Board on January 28, 2025, to deploy the ten applications by 2033.

Date	Description	Available Budget	Planned Expenses	Revised Available Budget
January 2026	Designation for ERP System	\$ 2,955,200	(\$ 628,297)	\$ 2,326,903
March 2026	#21 – PTG Support for integrations, security, presentations, enhancements	\$ -	\$ 355,960	\$ 355,960
March 2026	Statement of Work - NOE Process in Workday Extend Professional	\$ -	\$ 272,337	\$ 272,337
Total		\$ 2,955,200	\$ -	\$ 2,955,200

One of the initial applications the college intends to automate is the Notice of Employment (NOE) process. Currently managed via paper forms, the NOE process will transition to a fully electronic workflow on the Workday Extend Professional platform.

Through this implementation, the college will be able to: initiate Notices of Employment for new hires, rehires, and employee status changes, screen candidates within the system, route and collect electronic approvals, track and monitor application status in real time, and complete related employment processes directly within Workday.

The total project implementation cost is \$272,337, with an anticipated completion timeline of 25 working weeks.

- Enclosed Documents** Appendix A – Statement of Work
- Funding** The proposed funding for this expenditure will be taken from the previously approved \$750,000 for Workday Extend deployment services.
- Staff Resource** Mary del Paz, Vice President for Finance and Administrative Services
Myriam Lopez, Associate Vice-President-Finance and Management
- Recommendation** The Committee recommends Board approval of the Statement of Work to Implement the Electronic Notice of Employment (NOE) in Workday Extend Professional, in the amount of \$272,337.

Upon a motion by Mr. Paul Rodriguez and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval of the Statement of Work to Implement the Electronic Notice of Employment (NOE) in Workday Extend Professional, in the amount of \$272,337.

The motion carried.

Update on FY 2026 – 2027 Budget Development

- Purpose** Mary Del Paz, Vice President for Finance and Administrative Services will provide an update on the College’s FY 2026 – 2027 Budget Development.
- As part of the budget planning process, the College is evaluating the revenue and expenditure budget considerations influencing the preparation of the FY 2026 – 2027 budget.
- Justification** The College’s annual budget cycle includes the budget planning process that consists of projecting revenues and expenditures based on historical trend and assumptions for the upcoming fiscal year. The revenue and expenditure budget development considerations serve as the basis for the upcoming fiscal year's assumptions and are a fundamental component of developing a proposed balanced budget. The proposed balanced budget is reviewed by staff, the President’s Cabinet, and the Finance, Audit, and Human Resources Committee before it is presented for approval by the Board of Trustees at the annual Budget Hearing.
- Enclosed Documents** Appendix A – PowerPoint
- Staff Resource** Mary Del Paz, Vice President for Finance and Administrative Services
- Recommendation** No action is required from the Committee. This item is presented for information and feedback to staff.

This presentation was deferred until the March Board meeting.

Presentation on Risk Assessment Process

- Purpose** Ken Lyons, Risk Manager, will present the Risk Assessment process to the Board.
- Justification** To inform the Board of Trustees about the Risk Assessment process at South Texas College.
- The annual risk assessment is an important piece of the Enterprise Risk Management framework. It provides leadership and other risk owners with information regarding threats and opportunities that might affect the achievement of the College's strategic goals and objectives.
- Staff Resource** Ken Lyons, Risk Manager
George McCaleb, Executive Director – Facilities, Operations & Maintenance
Mary Del Paz, Vice President for Finance and Administrative Services
- Recommendation** No action was required from the Board. This item was presented for information purposes.

No action was necessary on this item.

Review and Recommend Acceptance of Internal Audit Report in the Area of Fixed Assets

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

Upon a motion by Mr. Paul Rodriguez and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board acceptance of the Internal Audit Report in the Area of Fixed Assets as presented.

The motion carried.

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

Purpose To approve revisions to the proposed projects for the Internal Auditor for FY 2025 – 2026.

While the Board approved the Proposed Projects for the Internal Auditor for FY 2025 – 2026 on November 25, 2025, an additional project is proposed to be added based on new Management interest related to the System of Internal Controls of the Center for Advanced Training & Apprenticeships (CATA).

Justification Revisions to the Board approved list of projects for the Internal Auditor are necessary to include new engagements or remove engagements as priorities change during a fiscal year and to address new risks presented to the College as they become apparent.

IIA Standard 8.1 Board Interaction – “The chief audit executive must report to the Board and senior management the internal audit plan and budget and subsequent significant revisions to them.” Additionally, the **Audit Charter** states “The Chief Internal Auditor will review and adjust the plan, as necessary, in response to changes in the College’s risks, operations, programs, systems, and internal controls. Significant deviation from the approved internal audit plan will be communicated to senior management and the Board.”

The Audit Charter requires that an annual work plan using an appropriate risk-based methodology be submitted to the Board of Trustees for review and approval.

Staff is recommending projects for the Board’s consideration for the Internal Auditor’s review for Fiscal Year 2025 - 2026. The projects listed below are proposed as the assignments for the Internal Auditor.

- FY 2025 - 2026 (Scheduled)
 1. Fraud Survey
 2. Effort Reporting
 3. Scholarships
 4. Administrative Vehicles
 5. Advisory / Consulting Engagements

6. HR Processes – Hiring & Staffing
7. Environmental Health & Safety
8. Account Reconciliations
9. Fixed Assets
10. Center for Advanced Training & Apprenticeships (CATA)-**NEW**

Enclosed Documents	Appendix A – List of Internal Audits conducted for FY 2015 through FY 2025
Staff Resource	Mr. Khalil Abdullah, Chief Internal Auditor Dr. Ricardo J. Solis, President
Recommendation	The Committee recommends Board approval of revisions to the proposed projects for the Internal Auditor for FY 2025 – 2026 to include the Center for Advanced Training & Apprenticeships (CATA) System of Internal Controls Audit.

Upon a motion by Mr. Paul Rodriguez and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval of revisions to the proposed projects for the Internal Auditor for FY 2025 – 2026 to include the Center for Advanced Training & Apprenticeships (CATA) System of Internal Controls Audit.

The motion carried.

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
 Myriam Lopez, Associate Vice President – Finance and Management
- Recommendation** The Committee recommends Board approval to adopt the local district update policy listed in Appendix A, as presented, and which supersedes any previously adopted Board policy.

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

The motion carried.

Appendix A

Item	Policy	Last Adopted Date	Justification
Personnel			
A.	DCA (Local) – Employment Practices: Term Contracts	1/28/2025	Removing temporary positions allows for procedural employment actions to be carried out efficiently while maintaining operational effectiveness.
Policy Modifications are reflected as follows:			
Additions: blue font		Deletions: red font with a strikethrough.	Repositioned: <ul style="list-style-type: none"> • Moved From • <u>Moved To</u>

Appendix B

Policy followed in the packet.

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

- Purpose** To review proposed updates to the local policy 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 Policy
Appendix B - Policy
- Staff Resource** Dr. Jesus H. Campos, Interim Vice President for Technology, Information, and Planning Services
Lucio Gonzalez, Associate Vice President - Technology and Chief Information Officer
- Recommendation** No action was required from the Board at this time. This item was presented as a First Reading to obtain feedback for staff and will be scheduled for a Second Reading at the next Board meeting for Board action.

No action was necessary on this item.

Appendix A

Item	Policy	Last Adopted Date	TASB Update	TASB and Other Explanatory Notes
Business and Support Services				
A.	CRB (Local) – Technology Resources: Artificial Intelligence	New	50	This new recommended local policy includes information on AI Use by Employees and Students, including parameters for use, compliance with privacy and data security laws, policies, and regulations, and prohibitions on using AI tools to harm, bully, or harass others.
Policy Modifications are reflected as follows:				
Additions: blue font		Deletions: red font with a strikethrough.		Repositioned: <ul style="list-style-type: none"> • Moved From • <u>Moved To</u>

Appendix B

Policies followed in the packet.

Review and Recommend Action to Adopt the Second Reading of Local Board Policies Included in 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, Interim 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	The Committee recommends Board approval to adopt the Second reading of local board policies listed in Appendix A, as presented, and which supersedes any previously adopted Board policy.

Upon a motion by Mr. Paul Rodriguez and a second by Ms. Dalinda Gonzalez-Alcantar the Committee recommended Board approval to adopt the Second reading of local board policies listed in Appendix A, as presented, and which supersedes any previously adopted Board policy excluding policies CM and GB to consider Legal Counsel's additional input.

The motion carried.

Appendix A

Item	Policy	Last Adopted Date	TASB Update	TASB and Other Explanatory Notes
Business and Support Services				
A.	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.
B.	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 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.
C.	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.
Personnel				
D.	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.
E.	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

Item	Policy	Last Adopted Date	TASB Update	TASB and Other Explanatory Notes
				pay for dismissed employees to ensure information relevant to employee termination is provided.
Instruction				
F.	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.
Students				
G.	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.
H.	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 means" to incorporate other forms of technology, such as mobile applications.
I.	FLBE (Local) – Student	2/14/2023	50	Recommended revisions address HB 46, which prohibits a college from restricting the

Item	Policy	Last Adopted Date	TASB Update	TASB and Other Explanatory Notes
	Conduct: Alcohol and Drug Use			storage of low-THC cannabis authorized by state law. Additional changes have been made for clarity.
J.	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.
Community and Governmental Relations				
K.	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: <ul style="list-style-type: none"> • Moved From • <u>Moved To</u>

Appendix B

Policies followed in the packet.

Adjournment

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

I certify that the foregoing are the true and correct Minutes of the March 10, 2026 Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees.

Mrs. Dalinda Gonzalez-Alcantar, Presiding

Review and Action as Necessary on Approval of Purchases, Purchase Renewal, Renewals, and Interlocal Agreement

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

Purchases – 1) Computers, Laptops, Tablets, and Monitors

Purpose Purchase computers, laptops, tablets, and monitors from the vendors listed in Appendix A.

Justification To provide new systems, replace out-of-warranty systems (over five years old), and meet software requirements for those systems that exceed the capacity for students, faculty, and staff based on the Information Technology criteria.

The requested systems meet the College's standard configurations.

Funding Funds for these expenditures are budgeted in the requesting department budgets for FY 2025 – 2026 as follows:

Cosmetology Program, Cybersecurity Program, Business Process and Accountability, Technology Projects, Dual Credit Schedule and Compliance, Centers for Learning Excellence, Chemistry Program, South Texas College Program, STC Foundation, Educational Technologies, Institutional Research and Effectiveness, and Library Public Services.

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, & Strategic Initiatives
Lucio Gonzalez, Associate Vice President for Technology and Chief Information Officer

Recommendation The Committee recommends Board approval to purchase computers, laptops, tablets, and monitors from the vendors listed in Appendix A at a total amount of \$111,654.50.

APPENDIX A

Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Dell Marketing, LP (Dallas, TX)	OMNIA Partners	\$108,979.50
Apple, Inc. (Dallas, TX)	Choice Partners Cooperative	\$2,675.00
Total Amount:		\$111,654.50

APPENDIX B

District-Wide Technology Request Summary

Student Computers	
1	Cosmetology Program
25	Cybersecurity Program
Staff Computers	
1	Business Process and Accountability
3	Technology Projects
Staff Laptops	
2	Dual Credit Schedule and Compliance
3	Centers for Learning Excellence
2	Business Process and Accountability

1	Chemistry Program
10	South Texas College Promise Program Grant
Staff Tablets	
1	STC Foundation
1	Educational Technologies
1	Institutional Research and Effectiveness
Staff Monitors	
15	Library Public Services
Faculty Laptops	
1	Chemistry Program

Purchases – 2) Furniture

- Purpose** Purchase furniture from the vendors listed in Appendix A.
- Justification** To provide new furniture that will enhance the everyday activities of our academic environment while upgrading or replacing outdated and worn-out items that no longer serve our students, faculty, and staff effectively. This investment will enable students, faculty, and staff to engage comfortably and productively in classes, study sessions, collaborative projects, and daily operations.
- Funding** Funds for these expenditures are budgeted in the requesting department budgets for FY 2025 - 2026 as follows: Facilities Planning and Construction, Library Public Services, Safety and Security, Learning Commons and Open Labs, and Centers for Learning Excellence.
- 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 \$416,379.76.

APPENDIX A

Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Gateway Printing & Office Supply, Inc. (San Antonio, TX)	OMNIA Partners and The Interlocal Purchasing System	\$408,041.20
Indeco Sales, Inc. (Belton, TX)	Sourcewell	\$8,338.56
Total Amount:		\$416,379.76

APPENDIX B
District-Wide Furniture Request Summary

Pecan Campus
12 Divider Screens for Student Desks, 29 Faculty/Staff Chairs, 16 Classroom Faculty Chairs, 22 Faculty/Staff Desks, 128 Student Classroom Chairs, 172 Student Computer Lab Chairs, 16 Faculty/Staff Filing Cabinets, 16 Faculty/Staff Bookcases, 13 Lounge Areas Seats, 10 Instructor Tables, 4 Conference Tables, 4 Lounge Area Tables, 4 Tables, 22 Guest Chairs, 10 Stools, and 26 Chairs for the Continuing Education Program.
34 Study Room Chairs and 30 Study Room Tables for the Library Public Services.
1 Faculty/Staff Filing Cabinet for the Safety and Security Department.
12 Stools and 6 Classroom Tables for the Learning Commons and Open Labs Department.
1 Round Table for the Center for Learning Excellence Department.

Purchases – 3) Institutional Membership

Purpose	Purchase an institutional membership from 1EdTech Consortium, Inc. (Burlington, MA).
Justification	To support the College’s use of educational technology by ensuring the systems work well together, protecting student data, and following widely accepted standards. Membership in the 1EdTech Consortium will help the college make technology decisions, improve system compatibility and accessibility, and stay aligned with best practices used by other colleges and universities.
Funding	Funds for this expenditure are budgeted in the Information Technology Project Management, Risk and Security, Technology Support budget for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Dr. 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 an institutional membership from 1EdTech Consortium, Inc. (Burlington, MA) for the period beginning May 1, 2026 through April 30, 2027, at a total amount of \$6,000.00.

Purchases – 4) Training Vehicle for Law Enforcement Academies and Continuing Education Trainings

- Purpose** Purchase a training vehicle for Law Enforcement Academies and Continuing Education Trainings from **Sames Bastrop CDJ, Inc.** (Cedar Creek, TX), The Interlocal Purchasing System approved vendor.
- Justification** To provide realistic, hands-on training environments for both credit and non-credit law enforcement courses. The vehicle will enhance student preparedness by enabling practical exercises in vehicle operations, traffic stops, and emergency response scenarios aligned with industry standards.
- Funding** Funds for this expenditure are budgeted in the Regional Center for Public Safety Excellence budget for FY 2025 – 2026.
- Enclosed Documents** Other information is included in the Supporting Documentation.
- Staff Resource** Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development
Jose Vela, Point of Contact for Business, Public Safety, and Technology
Robert Vela Jr., Site Administrator – Regional Center for Public Safety Excellence
- Recommendation** The Committee recommends Board approval to purchase a training vehicle for Law Enforcement Academies and Continuing Education Trainings from **Sames Bastrop CDJ, Inc.** (Cedar Creek, TX), The Interlocal Purchasing System approved vendor, at an estimated total amount of \$46,100.00.

Purchases – 5) Training Vehicle for Law Enforcement Academies and Continuing Education Trainings

- Purpose** Purchase a training vehicle for Law Enforcement Academies and Continuing Education Trainings from **Caldwell Country Chevrolet II, LLC** (Caldwell, TX), a Buyboard approved vendor.
- Justification** To strengthen the delivery of law enforcement instruction across both credit and non-credit programs. By incorporating a vehicle representative of those used in active service, students will gain valuable, hands-on experience in patrol functions, traffic enforcement, and emergency response situations, better preparing them to meet the expectations and demands of today's law enforcement profession.
- Funding** Funds for this expenditure are budgeted in the Regional Center for Public Safety Excellence budget for FY 2025 – 2026.
- Enclosed Documents** Other information is included in the Supporting Documentation.
- Staff Resource** Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development
Jose Vela, Point of Contact for Business, Public Safety, and Technology
Robert Vela Jr., Site Administrator – Regional Center for Public Safety Excellence
- Recommendation** The Committee recommends Board approval to purchase a training vehicle for Law Enforcement Academies and Continuing Education Trainings from **Caldwell Country Chevrolet II, LLC** (Caldwell, TX), a Buyboard approved vendor, at an estimated total amount of \$56,250.00.

Purchase Renewal – 6) Enrollment Management System Agreement

Purpose	Renew the enrollment management system agreement with EAB Global, Inc. (Washington, DC), a sole source vendor.
Justification	To support an integrated Early Alert system that provides personalized services and timely interventions, improving student experience, retention, and completion. The Starfish system serves as an essential communication tool, enabling faculty to connect directly with students, with over 100,000 academic alerts sent to more than 27,431 students.
Funding	Funds for this expenditure are budgeted in the Early Alert Tech Renewal budget for FY 2026 – 2027, pending Board approval of the budget. Funds for subsequent fiscal years will be included in future proposed budgets.
Enclosed Documents	Other information is included in the Supporting Documentation.
Staff Resource	Dr. Anahid Petrosian, Vice President and Provost for Academic Affairs and Economic Development Dr. Brett J. Millan, Associate Vice President for Academic Success and Advancement
Recommendation	The Committee recommends Board approval to renew the enrollment management system agreement with EAB Global, Inc. (Washington, DC), a sole source vendor, for the period beginning November 1, 2026 through October 31, 2029, with three (3) annual payments of \$85,750.00 at a total amount of \$257,250.00.

Renewals – 7) Network Cabling Services for Building Renovation Projects

- Purpose** Renew the network cabling services for building renovation projects with the vendors listed in Appendix A.
- Justification** To enhance the network services, including the internet, in the buildings scheduled for renovation or upgrade. Various renovation projects are scheduled for the upcoming year, and due to the scope of the work during the renovations, data drops and network cabling will need to be replaced or added.
- Funding** Funds for this expenditure are budgeted in the District-Wide Renovations and Construction budget for FY 2025 – 2026. Funds for subsequent fiscal years will be included in future proposed budgets.
- Enclosed Documents** Appendix A – Vendors List
 Appendix B – Renewal Terms
 Other information is included in the Finance Supplemental Booklet
- 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 network cabling services for building renovation projects with the vendors listed in Appendix A for the period beginning May 28, 2026 through May 27, 2027, at an estimated total amount of \$250,000.00.

APPENDIX A
Vendors List

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

APPENDIX B
Renewal Terms

The Board awarded the contract as follows:

Term: May 27, 2025 – one year with two (2) one-year annual renewals			
Award	Board Meeting Date	Original Term	Renewal Term
Original	05/27/2025	05/28/2025 – 05/27/2026	
First Renewal	04/28/2026		05/28/2026 – 05/27/2027

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

Renewals – 8) Vehicle Maintenance and Repair Services

Purpose Renew the vehicle maintenance and repair services with the vendors listed in Appendix A.

Justification To provide maintenance and repair services for the College’s motor vehicle fleet. These services include vehicle preventive maintenance, general repair work, air conditioning system repairs, towing services, state inspections, roadside assistance, and routine vehicle oil changes, maintaining the College vehicles in a safe working condition for the South Texas College staff and faculty to drive throughout the district. In addition, all materials, labor, supplies, and equipment necessary for performing the services will be included.

Funding Funds for this expenditure 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 Appendix A – Vendors List
 Appendix B – Renewal Terms
 Other information is included in the Supporting Documentation.

Staff Resource Mary Del Paz, Vice President for Finance and Administrative Services
 George McCaleb, Executive Director of Facilities Operations and Maintenance

Recommendation The Committee recommends Board approval to renew the vehicle maintenance and repair services with the vendors listed in Appendix A for the period beginning May 29, 2026 through May 28, 2027, at an estimated total amount of \$100,000.00.

APPENDIX A

Vendors List

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

APPENDIX B
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	05/29/2025 – 05/28/2026	
First Renewal	04/28/2026		05/29/2026 – 05/28/2027

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

Interlocal Agreement – 9) Interlocal Cooperation Contract for Reunification Tabletop Exercise

Purpose Approve the Interlocal Cooperation Contract for Reunification Tabletop Exercise between South Texas College and Texas State University.

Justification South Texas College will host the Texas School Safety and provide the site for the Reunification Tabletop Exercise on July 14, 2026. The Reunification Tabletop Exercise gives participants a chance to understand how college staff, local law enforcement, fire, emergency management, and supporting entities work together to keep the whole community safe during an emergency incident. This exercise emphasizes a unified, scalable response that helps protect college operations and the well-being of the entire campus community during an event, emergency incident, and disaster.

The Interlocal Agreement was reviewed by the College’s Legal Counsel and by the Director of Valley Metro at the Lower Rio Grande Valley Development Council (LRGVDC) and is pending final approval by the LRGVDC.

Funding At no cost to the College.

Staff Resource Mary Del Paz, Vice President for Finance and Administrative Services
Ruben Suarez, Chief of Police for the Department of Public Safety
James Archer, Emergency Training and Preparedness Manager

Recommendation The Committee recommends that the Board approve the Interlocal Cooperation Contract for Reunification Tabletop Exercise between South Texas College and Texas State University for July 14, 2026, at no cost to the College.

Recommendation: It is requested that the Committee recommend for Board approval of the approval of purchases, purchase renewal, renewals, and interlocal agreement at a total cost of \$1,243,634.26 as listed below:

- Purchases** 1) **Computers, Laptops, Tablets, and Monitors:** purchase computers, laptops, tablets, and monitors from the vendors listed in Appendix A at a total amount of \$111,654.50;

APPENDIX A
Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Dell Marketing, LP (Dallas, TX)	OMNIA Partners	\$108,979.50
Apple, Inc. (Dallas, TX)	Choice Partners Cooperative	\$2,675.00
Total Amount:		\$111,654.50

- 2) **Furniture:** purchase furniture from the vendors listed in Appendix A at a total amount of \$416,379.76;

APPENDIX A
Vendors List

Vendor (City, State)	Purchasing Cooperative	Amount
Gateway Printing & Office Supply, Inc. (San Antonio, TX)	OMNIA Partners and The Interlocal Purchasing System	\$408,041.20
Indeco Sales, Inc. (Belton, TX)	Sourcewell	\$8,338.56
Total Amount:		\$416,379.76

- 3) **Institutional Membership:** purchase an institutional membership from **1EdTech Consortium, Inc.** (Burlington, MA) for the period beginning May 1, 2026, through April 30, 2027, at a total amount of \$6,000.00;
- 4) **Training Vehicle for Law Enforcement Academies and Continuing Education Trainings:** purchase a training vehicle for Law Enforcement Academies and Continuing Education Trainings from **Sames Bastrop CDJ, Inc.** (Cedar Creek, TX), The Interlocal Purchasing System approved vendor, at an estimated total amount of \$46,100.00;
- 5) **Training Vehicle for Law Enforcement Academies and Continuing Education Trainings:** purchase a training vehicle for Law Enforcement Academies and Continuing Education Trainings from **Caldwell Country Chevrolet II, LLC** (Caldwell, TX), a Buyboard approved vendor, at an estimated total amount of \$56,250.00;

**Purchase
Renewal**

- 6) **Enrollment Management System Agreement:** renew the enrollment management system agreement with **EAB Global, Inc.** (Washington, DC),

a sole source vendor, for the period beginning November 1, 2026 through October 31, 2029, with three (3) annual payments of \$85,750.00 at a total amount of \$257,250.00;

Renewals

- 7) **Network Cabling Services for Building Renovation Projects:** renew the network cabling services for building renovation projects with the vendors listed in Appendix A for the period beginning May 28, 2026 through May 27, 2027, at an estimated total amount of \$250,000.00;

APPENDIX A

Vendors List

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

- 8) **Vehicle Maintenance and Repair Services:** renew the vehicle maintenance and repair services with the vendors listed in Appendix A for the period beginning May 29, 2026 through May 28, 2027, at an estimated total amount of \$100,000.00;

APPENDIX A

Vendors List

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

Interlocal Agreement

- 9) **Interlocal Cooperation Contract for Reunification Tabletop Exercise:** approve the Interlocal Cooperation Contract for Reunification Tabletop Exercise between South Texas College and Texas State University for July 14, 2026, at no cost to the College.

Review and Recommend Action on Firm for Delinquent Tax Collection Services for Hidalgo County and Starr County

Purpose To award a firm for delinquent tax collection services for Hidalgo and Starr Counties.

Justification To contract with a firm for delinquent tax collection services is needed in order to provide collection services for the delinquent property taxes that are owed to the College.

Property Tax Code Section 6.30 (c) states that the governing body of a taxing unit may contract with any competent attorney to represent the unit to enforce the collection of delinquent taxes. The attorney's compensation is set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent tax, penalty, and interest collected. The Board of Trustees previously approved a 15 percent penalty fee. The additional penalty is due on July 1 for the previous tax year.

Effective September 1, 2019, the Legislature passed HB 2826 related to the procurement of a contingent fee contract for legal services, including the amendment to Texas Government Code 2254.102, that adds a new subsection (e) that applies to a contract for legal services entered into under Section 6.30 of the Tax Code. In addition, Section 109 2254.1036 of the Texas Government Code requires written notice of the meeting before the governing body approves to go into a contingent fee contract for legal services.

The notice of the public meeting has been published together with the meeting agenda, in accordance with the Texas Government Code requirements, on the South Texas College website.

At the time of publication of the Committee packet, the information for this item was not available. Vendor information will be included in the Board of Trustees meeting packet.

Funding The delinquent tax collection services fee received from the taxpayer is paid to the delinquent tax attorney from the tax collection revenues collected by Hidalgo County and Starr County.

Enclosed Documents Appendix A – Project Timeline and Information

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

Recommendation The Committee is asked to take action as necessary and to recommend Board approval to award a firm for delinquent tax collection services for the period beginning June 1, 2026 through April 30, 2027, with two (2) one-year options to renew.

APPENDIX A

Project Timeline and Information

Advertised RFQ	March 25, 2026, and April 1, 2026
RFQ Responses Due	April 10, 2026
RFQ Issued To	Six-Hundred and Twenty (620) Vendors

Discussion and Action as Necessary on Request for Proposal (RFP) Solicitations for College Insurance Providers and Associated Criteria

Purpose To obtain approval to solicit Request for Proposal (RFP) solicitations for College Insurance Providers and Associated Criteria.

Justification The College's Property and Casualty Insurance coverage is scheduled to expire on August 31, 2026.

The RFP term approved by the Board on August 22, 2023 was for a total of three (3) years as follows:

- Original - One (1) year (September 1, 2023 to August 31, 2024)
- First Renewal - September 1, 2024 to August 31, 2025
- Second Renewal - September 1, 2025 to August 31, 2026

The College maintains a comprehensive Property and Casualty Insurance program as a critical component of its overall risk management strategy, designed to mitigate financial exposure and protect against potential losses arising from property damage, liability claims, employee injuries, and cyber incidents. This insurance coverage is essential to supporting the College's academic, operational, public safety, and workforce training missions.

The College maintains the following property and casualty insurance:

- a. **Property / Inland Marine / Boiler & Machinery Insurance** – Protects College-owned buildings, equipment, and infrastructure against physical loss or damage.
- b. **Crime Insurance** – Provides coverage for losses resulting from theft, fraud, or employee dishonesty.
- c. **School Leaders Errors & Omissions (E&O), General Liability, Law Enforcement Liability, and Automobile Liability Insurance** – Protects the College, its officials, and employees from claims arising from governance decisions, operations, law enforcement activities, and vehicle use.
- d. **Workers' Compensation Insurance** – Ensures statutory coverage for employee work-related injuries or illnesses.
- e. **Cyber Liability Insurance** – Protects against data breaches, cyberattacks, and related technology risks.

Maintaining this insurance coverage is critical to safeguarding the College’s financial stability, ensuring compliance with statutory and contractual requirements, and minimizing exposure to potential liabilities.

The coverage term will be for one year (1) with two (2) additional one-year renewal periods.

Tentative Timeline for the Property and Casualty Insurance RFP:

05/06/26	1 st advertisement and release of RFP
05/13/26	2 nd advertisement of RFP
05/20/26	Deadline for questions
06/04/26	Due date for proposals
06/04/26	Release proposal responses to Risk Management Consultant
07/14/26	Finance Committee Agenda
07/28/26	Board of Trustees Agenda

Insurance Request for Proposals (RFP) Process:

1. Prepare RFP and accompanying appendices.
2. Advertise the RFP.
3. Receive responses to the RFP.
4. Risk Management Consultant reviews responses to the RFP and makes recommendations.
5. Finance, Audit and Human Resources Committee reviews and makes recommendations to Board.
6. Board of Trustees reviews and awards vendor(s).
7. The College receives new insurance policies.

Criteria:

The RFP will be evaluated using the Evaluation Criteria approved by the Board on November 29, 2022, for the competitive procurement of non-construction services, see attached, in accordance with Section 44.031 of the Texas Education Code.

Enclosed Documents

Appendix A – Current Insurance Premiums Summary
Appendix B – RFP Evaluation Criteria for Services

Staff Resource Mary Del Paz, Vice President for Finance and Administrative Services
 Deyadira Leal, Director of Purchasing
 George McCaleb, Executive Director of Operations and Maintenance
 Ken Lyons, Risk Manager

Recommendation The Committee recommends Board approval to obtain Request for Proposal (RFP) solicitations for College Insurance Providers and Associated Criteria for one (1) year, with two (2) additional one-year renewal periods as presented.

APPENDIX A

Insurance Premiums Summary

Term: one (1) year with two (2) additional renewal periods
 September 1, 2023 to August 31, 2026 (FY 24, FY 25, and FY 26)

Property, Inland Marine, and Boiler and Machinery		
Vendor	Montalvo Insurance Agency	
Carrier	The Hartford Fire Insurance Company	
Premium		\$1,862,128.00
Crime		
Vendor	Montalvo Insurance Agency	
Carrier	The Hartford Fire Insurance Company	
Premium		\$8,446.00
Cyber Liability		
Vendor	Montalvo Insurance Agency	
Carrier	AIG Specialty Insurance Company	
Premium		\$43,910.11
School Leaders Errors & Omissions, General Liability, Law Enforcement Liability, and Automobile		
Vendor	Texas Association of School Boards (TASB)	
Carrier	TASB Risk Management Fund	
Premium		\$247,421.00
Workers Compensation		
Vendor	Texas Association of School Boards (TASB)	
Carrier	TASB Risk Management Fund	
Premium		\$328,491.00
Premiums Total Amount:		\$2,490,396.11

APPENDIX B
SOUTH TEXAS COLLEGE
REQUEST FOR PROPOSAL (RFP) CRITERIA - SERVICE ONLY

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

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.

Update on New Financial Report on Contracts for Services and Products

Purpose To provide an update on the new financial report on contracts for services and products.

Justification To enhance transparency, consistency, and oversight of the College's contracts for services and products, a new report, which includes comprehensive contract-level information, including bid numbers, Board approval dates, contract names, awarded vendor(s), award terms, and renewal information, will be included in the Informational Reports that are provided every month in the Board packet.

All contracts included in the report were awarded in full compliance with Section 44.031 of the Texas Education Code, applicable TASB and South Texas College procurement policies, and the evaluation criteria previously approved by the Board.

On November 29, 2022, the Board of Trustees approved the evaluation criteria and the associated weighted point structure used for the competitive procurement of non-construction products, services, and products and services, in accordance with Section 44.031 of the Texas Education Code. This framework established a standardized and defensible approach for evaluating competitive solicitations.

On October 31, 2023, the evaluation framework was further enhanced to include an initial Pass/Fail Determination as part of the Request for Proposals (RFP) evaluation process. This enhancement was implemented to strengthen compliance, consistency, and transparency by ensuring that proposals meet minimum submission requirements prior to advancing to the scored evaluation phase.

Under Pass/Fail Determination, the following required elements of an RFP submission are reviewed for responsiveness:

- Execution of Offer
- Completeness of Proposal
- References, if applicable

Proposals that do not meet these minimum requirements are deemed non-responsive and are not evaluated further. This process aligns with best practices in public procurement, reduces the risk of procedural errors, and ensures that evaluation committee members

review only fully responsive proposals.

Overall, the enhanced evaluation framework and the new financial reporting structure support transparency, consistency, and audit defensibility across the College's competitive procurement activities and provide the Board with clear and meaningful contract information.

Enclosed Documents

Appendix A – Reports
Appendix B – Evaluation Criteria Product Only
Appendix C – Evaluation Criteria Service Only
Appendix D – Evaluation Criteria Product and Services

Staff Resource

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

Recommendation

No action is requested on this item. This item is presented for information only.

Appendix B
SOUTH TEXAS COLLEGE
REQUEST FOR PROPOSAL (RFP) 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 that 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

Appendix C
SOUTH TEXAS COLLEGE
REQUEST FOR PROPOSAL (RFP) CRITERIA - SERVICE ONLY

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

Total Points

100

Definitions of evaluation terms:

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

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

Marginal - respondent provided minimal information on requirements

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

Appendix D
SOUTH TEXAS COLLEGE
REQUEST FOR PROPOSAL (RFP) 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 that goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state.	5	5 0 Yes No
9	Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals a. Financial Standing b. Potential or Pending Sale of Business c. SAS 70 d. Red Flag Rules e. Gramm-Leach-Bliley Act		Up to 5 points will be used from the purchase price if applicable

Total Points

100

Definitions of evaluation terms:

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

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

Purpose To approve the schedule of a non-summer four-and-a-half-day work week and a summer 36-hour work week starting the week before the Fall 2026 semester begins in August 2026 and concluding two weeks before the Fall 2027 semester begins in August 2027.

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

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

Since its inception in 2022, this schedule has been well received and has successfully improved employee morale, reduced turnover, attracted new talent, and fostered a more positive workplace culture.

The standard work schedules are as follows:

Non-Summer Work Schedule

- The four-and-a-half work week consists of the following:
 - ⇒ Begins the week before the Fall 2026 semester begins in August 2026 and concludes the week of the May 2027 graduation ceremonies.
 - ⇒ Monday – Thursday
 - 8:00am – 5:30pm (Half hour Lunch)
 - 7:30am – 5:00pm (Half hour Lunch)
 - 7:45am – 5:15pm (Half hour Lunch)
 - 8:00am – 6:00pm (Full hour Lunch)
 - ⇒ Friday
 - 8:00am – 12:00pm (applicable for all schedules above)

Summer Work Schedule

- The 36-hour work week schedule consists of the following:
 - ⇒ Begins the week after the May 2027 graduation and concludes two weeks before the Fall semester begins in August 2027.

- ⇒ Monday – Thursday
 - Full-time employees will work four (4) days for nine (9) hours each day, totaling 36 hours. Exceptions or flexible schedules may be applied for positions required to work on Friday.

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

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

Enclosed Documents

Appendix A – Board Approval of Work Week Schedule

Funding

No funds are required.

Staff Resource

Dr. Ricardo J. Solis, President
Mary Del Paz, Vice President for Finance and Administrative Services

Recommendation

The Committee recommends Board approval of the schedule of a non-summer four-and-a-half-day work week and a summer 36-hour work week starting the week before the Fall 2026 semester begins in August 2026 and concluding two weeks before the Fall 2027 semester begins in August 2027.

Appendix A

Board Approval of Work Week Schedule

Board Approval	Summary
May 2022	Transition to Four-and-a-Half Day Work Week Scheduling <ul style="list-style-type: none"> • Summer pilot schedule of a four-and-a-half-day work week Schedule
July 2022	Implement a Four-and-a-Half-Day Work Week Schedule Starting August 1, 2022 and Ending on August 31, 2023 <ul style="list-style-type: none"> • Extended the pilot schedule after July 2022, to a four-and-a-half-day work week schedule beginning August 1, 2022, and continuing through fiscal year 2022 - 2023.
March 2023	Implement a 36-Hour Work Week Summer Schedule Starting May 15, 2023 and Ending on August 13, 2023 <ul style="list-style-type: none"> • A 36-hour work week was approved
July 2023	Implement a Four-and-a-Half-Day Work Week Schedule for Fiscal Year 2024 and to Include a Summer Schedule Period of a 36-Hour Work Week <ul style="list-style-type: none"> • Summer schedule and four-and-a-half-day work week on July 2023 for all of Fiscal Year 2024
July 2024	Establish a Standard Schedule of a Non-Summer Four-and-a-Half-Day Work Week and a Summer 36-Hour Work Week <ul style="list-style-type: none"> • Summer schedule and a four-and-a-half-day workweek to be implemented throughout Fiscal Year 2025
May 2025	Approved to continue a Non-Summer Four-and-a-Half-Day Work Week and a Summer 36-Hour Work Week <ul style="list-style-type: none"> • Summer schedule and a four-and-a-half-day workweek to be implemented throughout Fiscal Year 2026

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

Purpose	To approve the renewal of the Hidalgo County Agreement for Tax Assessment and Collection for current and delinquent taxes collected from September 1, 2026 through August 31, 2027.
Justification	<p>The College complies with Section 6.27 item (c) of the Property Tax Code, which states:</p> <p>“The assessor or collector for a taxing unit other than a county is entitled to reasonable compensation, which may not exceed the actual cost incurred, for assessing or collecting taxes for a taxing unit pursuant to Subsection (b) of Section 6.23 of this code.”</p> <p>The Inter-Local Cooperation Agreement requires the County, after reviewing actual collection costs, to submit a proposed fee to the College, which may include a cost increase of no more than 5% per year, prior to May 1st. The College will then have until June 1st to accept the recommended fee.</p> <p>The Hidalgo County Agreement for Tax Assessment and Collection must be approved by the College by June 1, 2026. Approval of the tax assessment and collection fee is needed in order for the Hidalgo County Tax Assessor to assess and collect taxes levied.</p>
Enclosed Documents	Appendix A – History of Fees for Hidalgo County Tax Assessment and Collection Appendix B – Hidalgo County Collection Contract Letter
Funding	The annual collection fee is reduced monthly from the taxes collected that month. Funds for these expenditures will be budgeted in the Hidalgo Appraisal/Collection Fee budget for Fiscal Year 2026 – 2027, pending Board approval of the budget.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Service Myriam Lopez, Associate Vice President – Finance and Management
Recommendation	The Committee recommends Board approval on the renewal of the Hidalgo County Agreement for the Tax Assessment and Collection for current and delinquent taxes collected at an annual fee of \$113,784.00 from September 1, 2026 through August 31, 2027 as presented.

Appendix A

Summary of Contract

History of Fees for Hidalgo County Tax Assessment and Collection			
Fiscal Year	Fee	Increase over Previous Year	Total Tax Levy
2026 – 2027	\$113,784.00	4.994%	Not Available
2025 – 2026	\$108,372.00	0%	\$102,464,495.02
2024 – 2025	\$108,372.00	0%	\$92,313,237.87
2023 – 2024	\$108,372.00	0%	\$83,552,787.83
2022 – 2023	\$108,372.00	5%	\$75,375,088.72
2021 - 2022	\$103,212.00	0%	\$71,315,412.72
2020 – 2021	\$103,212.00	0%	\$66,982,283.00
2019 – 2020	\$103,212.00	0%	\$64,711,985.97
2018 - 2019	\$103,212.00	0%	\$63,236,679.08
2017 – 2018	\$103,212.00	5%	\$62,624,834.26
2016 – 2017	\$98,304.00	0%	\$59,701,217.59

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



April 1, 2026

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

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

Dear Dr. Solis:

As per Clause VI, consideration of our Collection of Taxes Contract, be advised that the fee for the taxable year 2026 will increase to a new annual fee of \$113,784. effective September 1, 2026.

This increase is within the 5% threshold as allowed by contract.

Please sign, date and return this letter to us as soon as possible.

Sincerely,

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

XC: Hon. Richard Cortez
Hidalgo County Judge

Ms. Letty Chavez,
Hidalgo County Auditor

Accepted & Agreed:

By: _____

South Texas College

Printed Name and Title

Date

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

Purpose	To approve the renewal of the Starr County Agreement for Tax Assessment and Collection for current and delinquent taxes collected from September 1, 2026 through August 31, 2027.
Justification	<p>The College complies with Section 6.27 item (c) of the Property Tax Code, which states:</p> <p>“The assessor or collector for a taxing unit other than a county is entitled to reasonable compensation, which may not exceed the actual cost incurred, for assessing or collecting taxes for a taxing unit pursuant to Subsection (b) of Section 6.23 of this code.”</p> <p>The Inter-Local Cooperation Agreement requires the County, after receiving actual collection costs, to submit a proposed fee to the College, which may include a cost increase of no more than 5% per year, prior to May 1st. The College will then have until June 1st to accept the recommended fee.</p> <p>The Starr County Agreement for Tax Assessment and Collection must be approved by the College by June 1, 2026. Approval of the tax assessment and collection fee is needed in order for the Hidalgo County Tax Assessor to assess and collect taxes levied.</p> <p>At the time of publication of the Committee packet, the collection letter for this item was not available. On April 13, 2026, the tax office will present it to the Starr County Commissioners Court for approval.</p> <p>Information will be provided on the day of the Committee meeting.</p>
Enclosed Documents	Appendix A – History of Fees for Starr County Tax Assessment and Collection Appendix B – Starr County Collection Contract
Funding	The annual collection fee is reduced monthly from the taxes collected that month. Funds for these expenditures will be budgeted in the Hidalgo Appraisal/Collection Fee budget for Fiscal Year 2026 – 2027, pending Board approval of the budget.
Staff Resource	Mary Del Paz, Vice President for Finance and Administrative Service Myriam Lopez, Associate Vice President – Finance and Management
Recommendation	The Committee recommends Board approval on the renewal of the Starr County Agreement for the Tax Assessment and Collection for

current and delinquent taxes collected at a fee of 2% or approximately \$121,926.22 from September 1, 2026 through August 31, 2027, pending Starr County Commissioner’s Court approval on April 13, 2026, as presented.

Appendix A

Summary of Contract

History of Fees for Starr County Tax Assessment and Collection				
Fiscal Year	Fee	Increase over Previous Year	% of Tax Collection	Total Tax Levy
2026 – 2027	\$121,926.22****	4.00%	2.0%	Not Available
2025 – 2026	\$117,236.75***	13.04%	2.0%	\$5,785,607.57
2024 – 2025	\$103,713.93**	(36.32%)	2.0%	\$5,305,188.96
2023 – 2024	\$162,867.35	0.82%	3.5%	\$4,833,955.92
2022 – 2023	\$161,545.49	(2.36%)	3.5%	\$4,515,974.35
2021 – 2022	\$165,449.34	8.60%	3.5%	\$4,418,023.95
2020 – 2021	\$152,346.31	6.76%	3.5%	\$4,108,455.73
2019 – 2020	\$142,693.53	(3.50%)	3.5%	\$4,010,125.41
2018 – 2019	\$147,863.11	0.001%	3.5%	\$4,058,100.49
2017 – 2018	\$147,862.05*	68.24%	3.5%	\$3,933,751.72
2016 – 2017	\$87,886.00	0%	N/A	\$3,494,095.10

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

**In Fiscal Year 2025, Starr County changed the annual fee from 3.5% to 2% of all current and delinquent base taxes collected.

***Estimated Fee Amount to be paid by August 31, 2026

****Estimated Fee Amount to be approved on April 28, 2026 Board Meeting

Appendix B

Information will be provided on the day of the Committee meeting.

Discussion and Action as Necessary on Legal Services

Purpose To assign the services to be provided by Law Office of Javier Villalobos, P.C. and by O’Hanlon, Demerath & Castillo (ODC).

Justification Under Policy BCC (LOCAL) - Board Internal Organization: Attorney, 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.

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 flat fee of \$5,000.00, effective July 1, 2025. On January 27, 2026, the Board of Trustees approved the contract to include the monthly flat fee with the Law Office of Javier Villalobos, P.C., to serve as the College’s legal counsel.

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.

On January 27, 2026, the (ODC) contract was presented for Board approval to obtain board approval in addition to the President’s approval per Board Policy BCC, but the Board of Trustees deferred this item until the next Committee meeting date.

This item was included in the February 10, 2026 Committee Meeting for Board approval request and presented at the February 24, 2026 Board Meeting for discussion only. The Board asked Vice President Mary Del Paz to ask each legal counsel firm for input on which specific legal services their firms would provide to the College. Attached are legal counsel’s responses.

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

Enclosed Documents Appendix A – Matrix of 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 to assign the services to be provided by Law Office of Javier Villalobos, P.C. and by O’Hanlon, Demerath & Castillo (ODC).

Legal Services Agreements

(Services may be provided by each of the law firms, based on subject, availability, time sensitivity/urgency, and or area of expertise)

		Submitted by Firms		Actual (Proposed*) Services Provided to the College (6/24/24 to 3/31/26)	
#	Service Type	Law Office of Javier Villalobos, P.C.	O'Hanlon, Demerath & Castillo	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	✓	✓	✓ (1)	✓ (numerous)
	e Construction contracts or construction liability matters/cases	✓	✓		✓
	f Litigation representation (or outsource, separate contract if necessary)	✓	✓	N/A	N/A
	g General higher education matters including, but not limited to, tort and civil liabilities	Insurance	✓		✓ *
	h Higher Education Code/Law interpretation and written advise and execution				✓
	i Employment law (Title IX federal regulations, review of practices regarding federal laws on discrimination, retaliation, equal opportunity, veterans employment preference, human resources development)		✓		✓
	j Personnel matters		✓		✓
	k Personnel and Non-Personnel Policies by drafting, Advising, Reviewing, and Updating		✓		✓
	l Texas Open Meetings Act		✓		✓
	m Texas Public Information Act		✓		✓
	n Public Information Request Responses		✓		✓
	o IRS examinations		✓		✓ *
	p Intellectual Property		✓		✓ *
	q State and International Matters and Engagements	✓	✓	✓ *	
	r Land Use, Environmental, Health and Safety		✓		✓ *
	s Family Educational Rights and Privacy Act (FERPA)		✓		✓ *
	t Other - Please describe				
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.	✓	✓	✓	✓

Legal Services Agreements

(Services may be provided by each of the law firms, based on subject, availability, time sensitivity/urgency, and or area of expertise)

#	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.	0	
2	Providing legal counsel and guidance to the Board of Trustees and administrative staff on such matters as:	0	
	a Elections	0	
	b Tax Abatement Agreements	0	
	c Real Estate (or outsource, separate contract if necessary)	0	
	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	0	
	e Construction contracts	0	
	f Litigation representation (or outsource, separate contract if necessary)	0	
	g General higher education matters including, but not limited to, tort and civil liabilities	Insuring	
	h Employment law (Title IX federal regulations, review of practices regarding federal laws on discrimination, retaliation, equal opportunity, veterans employment preference, human resources development)		Ben
	i Personnel matters		Ben
	j Personnel and Non-Personnel Policies by drafting, Advising, Reviewing, and Updating		Ben
	k Texas Open Meetings Act		Ben
	l Texas Public Information Act		Ben
	m Public Information Request Responses		Ben
	n IRS examinations		
	o Intellectual Property		
	p State and International Matters and Engagements	0	
	q Land Use, Environmental, Health and Safety		
	r Family Educational Rights and Privacy Act (FERPA)		Ben
	s Other - Please describe		
3	If needed for a specific item, attend Board and Committee meetings and advise Board members, Committee members, and Administration, as appropriate and required.	0	
4	Additional legal counsel services and advising as requested and authorized by the President.	0	

Legal Services Agreements

(Services may be provided by each of the law firms, based on subject, availability, time sensitivity/urgency, and or area of expertise)

#	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.		<input checked="" type="checkbox"/>
2	Providing legal counsel and guidance to the Board of Trustees and administrative staff on such matters as:		<input checked="" type="checkbox"/>
	a Elections		<input checked="" type="checkbox"/>
	b Tax Abatement Agreements		<input checked="" type="checkbox"/>
	c Real Estate (or outsource, separate contract if necessary)		<input checked="" type="checkbox"/>
	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		<input checked="" type="checkbox"/>
	e Construction contracts		<input checked="" type="checkbox"/>
	f Litigation representation (or outsource, separate contract if necessary)		<input checked="" type="checkbox"/>
	g General higher education matters including, but not limited to, tort and civil liabilities		<input checked="" type="checkbox"/>
	h Employment law (Title IX federal regulations, review of practices regarding federal laws on discrimination, retaliation, equal opportunity, veterans employment preference, human resources development)		<input checked="" type="checkbox"/>
	i Personnel matters		<input checked="" type="checkbox"/>
	j Personnel and Non-Personnel Policies by drafting, Advising, Reviewing, and Updating		<input checked="" type="checkbox"/>
	k Texas Open Meetings Act		<input checked="" type="checkbox"/>
	l Texas Public Information Act		<input checked="" type="checkbox"/>
	m Public Information Request Responses		<input checked="" type="checkbox"/>
	n IRS examinations		
	o Intellectual Property		<input checked="" type="checkbox"/>
	p State and International Matters and Engagements		<input checked="" type="checkbox"/>
	q Land Use, Environmental, Health and Safety		<input checked="" type="checkbox"/>
	r Family Educational Rights and Privacy Act (FERPA)		<input checked="" type="checkbox"/>
	s Other - Please describe		
3	If needed for a specific item, attend Board and Committee meetings and advise Board members, Committee members, and Administration, as appropriate and required.		<input checked="" type="checkbox"/>
4	Additional legal counsel services and advising as requested and authorized by the President.		<input checked="" type="checkbox"/>

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.

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

Purpose To approve 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 included the potential issuance of an RFQ for legal services.

This item was included in the February 10, 2026 Committee Meeting for Board approval and was recommended with the stipulation that the duties for the firms of Javier Villalobos and O’Hanlon, Demerath & Castillo be clearly stated.

The item was then presented at the February 24, 2026 Board Meeting for discussion only. The Board asked Vice President Mary Del Paz to ask each legal counsel firm for input on which specific legal services their firms would provide to the College. Attached are legal counsel’s responses and the proposed designation of services based on actual services provided and responses.

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).

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:

⇒ SERVICES AS ASSIGNED AND APPROVED BY THE BOARD OF TRUSTEES
IN PREVIOUS BOARD AGENDA ITEM

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: _____

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.

Review and Recommend Acceptance of Internal Audit Annual Report for FY 2025

Purpose	“Texas Government Code Section 2102.015 Publication of Audit Plan and Annual Report on Internet requires state agencies and institutions of higher education to post certain information on their website. To comply with Texas Government Code 2102.015, an Internal Audit Annual Report has been completed.” The Internal Audit Annual Report includes a summary of audit findings along with management’s planned corrective actions.
Justification	The Internal Audit Annual Report provides the Finance, Audit, and Human Resources Committee with information related to the Internal Audit Function’s activities over the past fiscal year. Specifically, the annual report includes the prior year’s approved projects and audit plan; a summary of findings; management’s plan for corrective action; implementation status of corrective action; and next fiscal year’s approved projects and audit plan.
Enclosed Documents	Exhibit A - Internal Audit Annual Report
Staff Resource	Khalil Abdullah, Chief Internal Auditor
Recommendation	The Committee recommends Board acceptance of the FY 2025 Internal Audit Annual Report as presented.



SOUTH TEXAS COLLEGE

Internal Audit Annual Report Fiscal Year 2025

Prepared by:
Khalil M. Abdullah

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I. Compliance with TGC, Sec 2102.015

Texas Government Code Section 2102.015 was added by House Bill 16 (83rd. Legislature) on June 14, 2013. House Bill 16 amended the Internal Auditing Act to require state agencies and institutions of higher education, as defined in the bill, to post agency internal audit plans, internal audit annual reports, and any weaknesses or concerns resulting from the audit plan or annual report on the entities' website, at the time and in the manner provided by the State Auditor's Office. Specifically, the College must post the following information within 30 days of approval by the Board of Trustees:

- The approved audit plan for the current fiscal year;
- The audit plan from the previous fiscal year;
- A detailed summary of the weaknesses, deficiencies, wrongdoings, or other concerns raised by the audit plan or annual report; and
- A summary of the action taken by the College to address concerns raised by the audit plan or annual report.

To comply with the requirements, South Texas College's Office of Internal Audits will submit its Annual Report to the website coordinators to be posted on the Internal Audit section of the College's website no later than 30 days after the Board of Trustees approves the current year audit plan. This report includes all the elements required by Texas Government Code Section 2102.015.

II. Internal Audit Plan for Fiscal Year 2025

The Board of Trustees approved the internal audit plan for FY 2025 on August 27, 2024. The audit plan was prepared using risk assessment techniques as required by the Institute of Internal Auditor (IIA) *Standards*. A revision to the plan was necessary to include an engagement for SB 17.

Audits not completed in FY 2025 were carried forward and included in the FY 2026 audit plan.

FY 2024 – 2025 (Scheduled)

1. Fraud Survey
2. HR Processes – Hiring & Staff
3. Business Continuity / Disaster Recovery
4. Environmental Health & Safety
5. Account Reconciliations
6. Fixed Assets
7. Effort Reporting
8. Senate Bill 17

III. Consulting and Nonaudit Services

The Office of Internal Audits worked on the following consulting engagements in FY 2025:

- Nursing Education Program Information Survey (NEPIS);
- Board Request

IV. External Quality Assurance Review

IIA *Standard* 1312 requires an external assessment of an internal audit activity be conducted at least once every five years by a qualified, independent assessor or assessment team from outside the organization. IIA *Standards* allows for the completion of a self-assessment that includes a comprehensive and fully documented process completed by the Internal Auditor with independent external validation. The Office of Internal Audits is due to have the results of the comprehensive self-assessment validated by an independent external assessor.



V. Summary of Findings and Management’s Corrective Action Plan

Report No.	Report Date	Project Name	Summary of Finding	Summary of Corrective Action Plan	Status of Correction Action Plan
25-01	10/23/2025	Faculty Overloads	Mgmt. should consider adjusting overload budgets annually, so as to decrease the number of transfers throughout the year.	Moving forward, during the budget creation process, the Academic Affairs division will review the individual divisional budgets and adjust the annual requests to minimize the number of transfer during the course of the fiscal year.	Implemented
25-03	6/30/2025	Business Continuity / Disaster Recovery	Mgmt. should consider completing another Business Impact Analysis after the implementation of the new ERP system.	Once WorkDay Student is fully functional, we will look at a vendor that can perform a BIA.	Pending
25-03	6/30/2025	Business Continuity / Disaster Recovery	Mgmt. should consdier aligning the frequency of DRP testing with its risk assessment profile and environment.	IT will update the procedure on how often DRP testing is done aligning the procedure with these recommendations.	Implemented

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VI. Internal Audit Plan for Fiscal Year 2026

In accordance with the Institute of Internal Auditor's (IIA) *Standard* 2010, a formal audit plan is required for fiscal year (FY) 2026. A risk assessment was completed to evaluate each area of the College based on current conditions, circumstances, and management concerns.

Input to the annual plan was requested from the Board, the President, Vice presidents, and other senior managers. Major goals and institutional objectives were reviewed to identify areas where value-added audit services could be provided.

On March 24, 2026 South Texas College's Board of Trustees approved the following projects for FY 2026.

FY 2025 – 2026 (Scheduled)

1. Fraud Survey
2. Effort Reporting
3. Scholarships
4. Administration Vehicles
5. Advisory / Consulting Engagements
6. HR Processes – Hiring & Staffing
7. Environmental Health & Safety
8. Account Reconciliations
9. Fixed Assets
10. Center for Advanced Training & Apprenticeships (CATA)

VII. External Audit Services – Fiscal Year 2025

All external audit services that were procured or were ongoing in fiscal year 2025 by South Texas College are listed below.

- Carr, Riggs & Ingram - Annual Financial Statement Audit;
- Texas Higher Education Coordinating Board (THECB) – A Compliance Monitoring Desk Review of the Texas Education Opportunity Grant (TEOG) at South Texas College.

VIII. Reporting Suspected Fraud and Abuse

South Texas College has taken the following actions to implement the fraud detection and reporting requirements of Section 7.09 of the 84th Legislature's General Appropriations Act, and Texas Government Code, Section 321.022:

- A confidential fraud hotline is available for employees to report suspected fraud.
- Solicits feedback from employees related to fraud through an annual fraud survey.
- Established formal guidelines for reporting and investigating suspected or known fraud, waste, abuse and other improprieties;
- South Texas College's *Guidelines for Reporting and Investigating Suspected or Known Fraud, Waste, Abuse and Other Improprieties* describes how to report suspected fraud to the State Auditor's Office and includes information on the State Auditor's Office Fraud, Waste, and/or Abuse Hotline.

**Review and Recommend Action to Adopt the Second Reading of Local Board Policy
 Included in Numbered Update 50**

- Purpose** To review proposed updates to the local policy 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 Policy
 Appendix B - Policy
- Staff Resource** Dr. Jesus H. Campos, Vice President for Technology, Information, and Planning Services
 Lucio Gonzalez, Associate Vice President - Technology and Chief Information Officer
- Recommendation** The Committee recommends Board approval to adopt the Second reading of local board policies listed in Appendix A, as presented, and which supersedes any previously adopted Board policy.

Appendix A

Item	Policy	Last Adopted Date	TASB Update	TASB and Other Explanatory Notes
Business and Support Services				
A.	CRB (Local) – Technology Resources: Artificial Intelligence	New	50	This new recommended local policy includes information related to AI Use by Employees and Students, including the parameters for use; compliance with privacy and data security law, policies, and regulations; and prohibitions on use of AI tools to harm, bully, or harass others.
Policy Modifications are reflected as follows:				
Additions: blue font		Deletions: red font with a strikethrough.		Repositioned: <ul style="list-style-type: none"> • Moved From • <u>Moved To</u>

Appendix B

Policies follow in the packet.

**AI Use by Employees
and Students**

The College President is responsible for the safe and ethical integration of artificial intelligence (AI) technology within the College District. The College President or designee shall develop standards and procedures for ensuring the College District's compliance with policy and applicable law.

Employees shall be permitted to explore artificial intelligence (AI) and implement its use in and out of the classroom in accordance with policy, standards, procedures, and applicable law. A student shall use AI tools for the creation of assigned coursework only with the permission of, and in the manner authorized by the faculty member for the respective course, and shall be expected to properly credit sources, including any AI tools used in creating the work.

Employees or students who use AI tools in a manner that violates policy, standards, or procedures shall be subject to discipline in accordance with policy. [See DH, DIA series, FFD series, FFE, FLB, and the FM series]

NEW

Review and Discussion of First Reading of Local Policy

Purpose To revise Policy DEC (LOCAL) – Compensation and Benefits: Leaves and Absences.

Justification The local policy was revised to reflect the updates to the College’s internal operations.

On February 19, 2026, the Board of Trustees approved the number of hours granted for monthly vacation and sick leave accrual to increase from 8 hours to 9 hours, effective September 1, 2026. Additionally, the maximum vacation carry over, from one fiscal year to the next will increase from 96 hours to 108 hours. The increase in monthly leave accrual is an employee benefit aimed at enhancing job satisfaction, boosting morale, and improving retention.

The recommended policy revision is proposed to take effect on September 1, 2026.

Enclosed Documents Appendix A – Policy and justification
 Appendix B - Policy

Staff Resource Mary Del Paz, Vice President for Finance and Administrative Services
 Alicia Correa, Director for Benefits and Compensations

Recommendation No action is required from the Board at this time. This item is presented as a First Reading to obtain staff feedback and will be scheduled for a Second Reading at the next Board meeting for Board action.

Appendix A

Item	Policy	Last Adopted Date	TASB and Other Explanatory Notes
Personnel			
A.	DEC (Local) – Compensation and Benefits: Leaves and Absences	9/24/2024	On February 19, 2026, the Board of Trustees approved the number of hours granted for monthly vacation and sick leave accrual to increase from 8 hours to 9 hours, effective September 1, 2026. Additionally, the maximum vacation carry over, from one fiscal year to the next will increase from 96 hours to 108 hours. Accruals for eligible part-time employees have been updated accordingly.

Item	Policy	Last Adopted Date	TASB and Other Explanatory Notes
			<p>The increase in monthly leave accrual is an employee benefit aimed at enhancing job satisfaction, boosting morale, and improving retention and recruitment.</p> <p>The recommended policy is proposed to take effect on September 1, 2026.</p>
Policy Modifications are reflected as follows:			
Additions: blue font	Deletions: red font with a strikethrough.	Repositioned: <ul style="list-style-type: none"> • Moved From • <u>Moved To</u> 	

Appendix B

Policies follow in the packet.

Note: For College District contribution to employee insurance during leave, see CKD(LOCAL). For additional provisions addressing the Family and Medical Leave Act (FMLA), see DECA(LEGAL).

Leave Administration

The College President or designee shall develop administrative regulations associated with employee leaves and absences and ensure the procedures are used to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, or a legal ward.
3. Parent, stepparent, or parent-in-law.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.

For purposes of the FMLA, the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to catastrophic illness or injury involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of use or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

Academic Year

An “academic year” for purposes of earning, use, or recording of leave shall mean the term of an employee’s annual employment as set by the College District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires treatment by a licensed physician for a prolonged period of time. An illness or injury is considered severe if it requires prolonged hospitalization or recovery or is expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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Earning Leave

An employee shall not earn any form of paid leave when absent from official duty for 30 consecutive days or more.

Deductions

Leave Without Pay

The College District shall not approve paid leave for more leave days than have been accumulated, to date. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration

*Employed for
Less Than Full
Year*

If an employee separates from employment with the College District, paid leave shall be prorated based on the actual time employed.

If an employee separates from employment with the College District, the employee's final paycheck shall be reduced for paid leave the employee used, but had not earned, as of the date of separation.

*Employed for Full
Year*

If an employee uses more paid leave than he or she earned and remains employed with the College District through the last workday of the academic year, the College District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

Medical Certification

An employee shall submit medical certification and/or documentation of the need for leave if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The College District requires medical certification due to a questionable pattern of absences or when deemed necessary by the executive director of human resources and talent development or designee; or
3. The employee requests FMLA leave for the employee's serious health condition; for a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Sick Leave

Each full-time employee shall earn eight hours of paid sick leave per month. Each eligible part-time employee shall earn sick leave on a prorated basis.

Part-time employees will accrue sick leave as follows:

- 1-19 regular weekly scheduled hours – 0 hours accrual

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- 20-30 regular weekly scheduled hours – 4 hours accrual/month
- 31-39 regular weekly scheduled hours – 6 hours accrual month

Sick leave shall accumulate to a maximum of 720 hours.

Sick leave shall only be used for the following:

1. Illness of the employee.
2. Illness of a member of the employee's immediate family.
3. Family emergency.
4. Birth or placement of a child when taken within the first year after the child's birth, adoption, or foster placement.
5. Donation to a sick leave pool.
6. Religious holiday.

Sick Leave Pool

A sick leave pool member who has exhausted all paid leave and who suffers a catastrophic illness or injury or whose immediate family member suffers a catastrophic illness or injury may request sick leave pool hours.

The sick leave pool benefits shall cease when the employee no longer needs leave for the purpose requested, or when the employee exhausts the maximum number of days allowed under the pool or exhausts all leave days that the employee has donated to the sick leave pool, whichever is greater.

The College President or designee shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. Eligibility requirements for obtaining sick leave days from the sick leave pool;
3. The maximum number of days an employee may donate to a sick leave pool; and
4. The maximum number of days an eligible employee may receive from a sick leave pool.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the College District's sick leave pool in accordance with DGBA(LOCAL), beginning with the College President or appropriate administrator.

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**Leave for Certain
Law Enforcement
and EMS Personnel**

Mental Health
Leave

A College District peace officer or a full-time telecommunicator, as defined by law, who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The College President shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which an eligible employee may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A College District peace officer or an emergency medical technician on staff shall be granted quarantine leave when ordered by the local health authority and the person's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The College President shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

Line of Duty Illness
or Injury Leave

Following a leave of absence with full pay as required by law, the College District shall not extend the leave of absence for a police officer's or emergency medical services personnel's line of duty illness or injury. In accordance with law, an eligible employee may use accumulated leave.

**Family and Medical
Leave**

FMLA leave shall run concurrently with applicable paid leave or compensatory time, as applicable.

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Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.
Combined Leave for Spouses	When both spouses are employed by the College District, the College District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The College District shall limit military caregiver leave to a combined total of 26 weeks.
Intermittent or Reduced Schedule Leave	The College District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Vacation Leave	<p>Each full-time, 12-month employee, as well as each full-time child development employee, shall earn paid vacation leave in accordance with years of service and administrative regulations. Hours will accrue as follows:</p> <ol style="list-style-type: none">1. Eight hours per month for employees with less than five years of service.2. Ten hours per month for employees with more than five years, but less than 10 years of service.3. Twelve hours per month for employees with more than 10 years of service, but less than 15 years of service.4. Fourteen hours per month for employees with more than 15 years of service, but less than 20 years of service.5. Sixteen hours per month for employees with more than 20 years of service. <p>Additional unused hours in excess of 96 hours will be forfeited at the end of the fiscal year.</p>
Request for Vacation Leave	The employee shall submit a request for use of vacation leave to the employee's immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny vacation leave, the supervisor or designee shall

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	<p>consider the effect of the employee's absence on the educational program or College District operations.</p>
<p>Personal Leave</p>	<p>Personal leave is deducted from the employee's accumulated sick leave.</p> <p>Employees may use up to a maximum of four days of accrued sick leave during any fiscal year as personal leave to be used for funerals not covered by bereavement leave, religious observances, or sick leave for persons outside the immediate family.</p> <p>Full-time faculty members who do not accrue vacation leave may use four of the accrued sick leave days as personal leave days, per academic year (two per long semester), to conduct personal business.</p>
<p>Development Leave</p>	<p>A faculty member [see definition at DEC(LEGAL) Development Leaves of Absence] may be granted faculty development leave for study, research, writing, field observations, or other suitable purpose.</p>
<p>Eligibility</p>	<p>To qualify for development leave, a faculty member must serve at least three consecutive academic years performing full-time academic duty as an instructor or as an assistant, associate, or full professor, or an equivalent rank. The work need not include teaching.</p> <p>Alternatively, the faculty member may qualify for development leave as an administrator if the faculty member has had significant administrative duties relating to the operation of the College District for more than four years.</p>
<p>Application</p>	<p>To be granted development leave for the subsequent academic year, a faculty member must apply to the College President by March 1 on a signed and dated form created by the administration. The application shall contain:</p> <ol style="list-style-type: none">1. The requested effective date and duration of leave.2. A description of the specific purpose for which the leave is requested.3. An explanation as to how the leave is consistent with the mission and purpose of the College District and the benefit of the leave to the College District.4. An assurance that the faculty member intends to return to the College District following the completion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave, if approved, and that, if the faculty member does not return, the employee

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shall repay the College District for any benefits paid to or on behalf of the employee during the leave period.

5. Any other information deemed appropriate by the College President.

Approval Procedure	<p>A development leave committee shall be elected annually by the general faculty membership on a date determined by the College President to be no later than the application deadline. The committee shall be composed of 10 members and shall elect a chair during the first meeting. The chair shall be responsible for scheduling and presiding over each meeting of the committee.</p> <p>After reviewing the applications for development leave, the committee chair shall forward the committee's recommendation to the College President. After review of the committee's recommendation, the College President shall make a recommendation as to which applications should be granted for consideration at a Board meeting to occur before the end of the spring semester. No more than six percent of the College District's faculty members may be on development leave at any one time.</p> <p>The College President shall inform the applicants of the final determination by the Board.</p>
Duration and Compensation	<p>Development leave shall be for one academic year at one-half of the faculty member's regular salary or for one-half academic year at full regular salary.</p>
<i>Exception</i>	<p>If the faculty member qualifies for development leave as an administrator, the Board may grant development leave at the faculty member's full, regular salary for one year.</p>
Outside Employment	<p>A faculty member granted development leave is prohibited from accepting employment with another employer without permission of the Board.</p>
Return to Work	<p>The faculty member must agree to return to the College District following the conclusion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave and if not, to repay the College District for any benefits paid to or on behalf of the faculty member during the leave period.</p>
Report	<p>Upon returning from development leave, the faculty member must report to the Board in writing regarding whether the purpose of the leave was fulfilled with a description regarding the manner in which it was fulfilled or if it was not fulfilled, the reasons why the leave was not fulfilled.</p>

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Bereavement Leave A full-time employee shall be granted up to three days of paid bereavement leave upon the death of a member of the employee's immediate family, including grandparents. Bereavement leave shall be noncumulative.

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the College District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave.

No Paid Leave Offset

The College District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits.

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the College District and shall not be deducted from the employee's pay or leave balance.

Payment for Accumulated Leave Upon Separation

The following leave provisions shall apply to vacation leave and sick leave accumulated beginning on the original effective date of this policy and procedures.

An employee who separates from employment with the College District shall be eligible for payment for accumulated vacation leave under the following conditions and in accordance with DMD(LOCAL):

1. The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning, or being discharged or nonrenewed.
2. Except for employees who are terminated or nonrenewed, the employee must provide advance written notice of intent to separate from employment.

Except for employees who are terminated or nonrenewed, an employee who separates from employment with the College District after providing timely notice of such separation, as provided in this policy, shall be eligible for payment of 50 percent of accumulated sick leave over 480 hours.

The employee shall receive payment for each hour of accumulated vacation leave and for 50 percent of accumulated sick leave over 480 hours at the employees' hourly rate. If the employee is reemployed with the College District, previously accumulated leave hours shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the academic year following the adoption of the rate change.

Current

Note: For College District contribution to employee insurance during leave, see CKD(LOCAL). For additional provisions addressing the Family and Medical Leave Act (FMLA), see DECA(LEGAL).

Leave Administration

The College President or designee shall develop administrative regulations associated with employee leaves and absences and ensure the procedures are used to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, or a legal ward.
3. Parent, stepparent, or parent-in-law.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.

For purposes of the FMLA, the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to catastrophic illness or injury involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of use or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

Academic Year

An “academic year” for purposes of earning, use, or recording of leave shall mean the term of an employee’s annual employment as set by the College District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires treatment by a licensed physician for a prolonged period of time. An illness or injury is considered severe if it requires prolonged hospitalization or recovery or is expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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Earning Leave

An employee shall not earn any form of paid leave when absent from official duty for 30 consecutive days or more.

Deductions

Leave Without Pay

The College District shall not approve paid leave for more leave days than have been accumulated, to date. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration

*Employed for
Less Than Full
Year*

If an employee separates from employment with the College District, paid leave shall be prorated based on the actual time employed.

If an employee separates from employment with the College District, the employee's final paycheck shall be reduced for paid leave the employee used, but had not earned, as of the date of separation.

*Employed for Full
Year*

If an employee uses more paid leave than he or she earned and remains employed with the College District through the last workday of the academic year, the College District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

Medical Certification

An employee shall submit medical certification and/or documentation of the need for leave if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The College District requires medical certification due to a questionable pattern of absences or when deemed necessary by the executive director of human resources and talent development or designee; or
3. The employee requests FMLA leave for the employee's serious health condition; for a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Sick Leave

Each full-time employee shall earn nine hours of paid sick leave per month. Each eligible part-time employee shall earn sick leave on a prorated basis.

Part-time employees will accrue sick leave as follows:

- 1-19 regular weekly scheduled hours – 0 hours accrual

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- 20-30 regular weekly scheduled hours – 4.50 hours per month
- 31-39 regular weekly scheduled hours – 6.75 hours per month

Sick leave shall accumulate to a maximum of 720 hours.

Sick leave shall only be used for the following:

1. Illness of the employee.
2. Illness of a member of the employee's immediate family.
3. Family emergency.
4. Birth or placement of a child when taken within the first year after the child's birth, adoption, or foster placement.
5. Donation to a sick leave pool.
6. Religious holiday.

Sick Leave Pool

A sick leave pool member who has exhausted all paid leave and who suffers a catastrophic illness or injury or whose immediate family member suffers a catastrophic illness or injury may request sick leave pool hours.

The sick leave pool benefits shall cease when the employee no longer needs leave for the purpose requested, or when the employee exhausts the maximum number of days allowed under the pool or exhausts all leave days that the employee has donated to the sick leave pool, whichever is greater.

The College President or designee shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. Eligibility requirements for obtaining sick leave days from the sick leave pool;
3. The maximum number of days an employee may donate to a sick leave pool; and
4. The maximum number of days an eligible employee may receive from a sick leave pool.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the College District's sick leave pool in accordance with DGBA(LOCAL), beginning with the College President or appropriate administrator.

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**Leave for Certain
Law Enforcement
and EMS Personnel**

Mental Health
Leave

A College District peace officer or a full-time telecommunicator, as defined by law, who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The College President shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which an eligible employee may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A College District peace officer or an emergency medical technician on staff shall be granted quarantine leave when ordered by the local health authority and the person's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The College President shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

Line of Duty Illness
or Injury Leave

Following a leave of absence with full pay as required by law, the College District shall not extend the leave of absence for a police officer's or emergency medical services personnel's line of duty illness or injury. In accordance with law, an eligible employee may use accumulated leave.

**Family and Medical
Leave**

FMLA leave shall run concurrently with applicable paid leave or compensatory time, as applicable.

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Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.
Combined Leave for Spouses	When both spouses are employed by the College District, the College District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The College District shall limit military caregiver leave to a combined total of 26 weeks.
Intermittent or Reduced Schedule Leave	The College District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Vacation Leave

Each full-time, 12-month employee, as well as each full-time child development employee, shall earn paid vacation leave in accordance with years of service and administrative regulations. Hours will accrue as follows:

1. 9 hours per month for employees with less than five years of service.
2. 11.25 hours per month for employees with more than five years, but less than 10 years of service.
3. 13.50 hours per month for employees with more than 10 years of service, but less than 15 years of service.
4. 15.75 hours per month for employees with more than 15 years of service, but less than 20 years of service.
5. 18 hours per month for employees with more than 20 years of service.

Part-time employees will accrue vacation leave as follows:

- 1-19 regular weekly scheduled hours – 0 hours accrual
- 20-30 regular weekly scheduled hours – 4.50 hours per month
- 31-39 regular weekly scheduled hours – 6.75 hours per month

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	<p>Additional unused hours in excess of 108 hours will be forfeited at the end of the fiscal year.</p>
Request for Vacation Leave	<p>The employee shall submit a request for use of vacation leave to the employee's immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny vacation leave, the supervisor or designee shall consider the effect of the employee's absence on the educational program or College District operations.</p>
Personal Leave	<p>Personal leave is deducted from the employee's accumulated sick leave.</p> <p>Employees may use up to a maximum of four days of accrued sick leave during any fiscal year as personal leave to be used for funerals not covered by bereavement leave, religious observances, or sick leave for persons outside the immediate family.</p> <p>Full-time faculty members who do not accrue vacation leave may use four of the accrued sick leave days as personal leave days, per academic year (two per long semester), to conduct personal business.</p>
Development Leave	<p>A faculty member [see definition at DEC(LEGAL) Development Leaves of Absence] may be granted faculty development leave for study, research, writing, field observations, or other suitable purpose.</p>
Eligibility	<p>To qualify for development leave, a faculty member must serve at least three consecutive academic years performing full-time academic duty as an instructor or as an assistant, associate, or full professor, or an equivalent rank. The work need not include teaching.</p> <p>Alternatively, the faculty member may qualify for development leave as an administrator if the faculty member has had significant administrative duties relating to the operation of the College District for more than four years.</p>
Application	<p>To be granted development leave for the subsequent academic year, a faculty member must apply to the College President by March 1 on a signed and dated form created by the administration. The application shall contain:</p> <ol style="list-style-type: none">1. The requested effective date and duration of leave.2. A description of the specific purpose for which the leave is requested.

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3. An explanation as to how the leave is consistent with the mission and purpose of the College District and the benefit of the leave to the College District.
4. An assurance that the faculty member intends to return to the College District following the completion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave, if approved, and that, if the faculty member does not return, the employee shall repay the College District for any benefits paid to or on behalf of the employee during the leave period.
5. Any other information deemed appropriate by the College President.

Approval Procedure	<p>A development leave committee shall be elected annually by the general faculty membership on a date determined by the College President to be no later than the application deadline. The committee shall be composed of 10 members and shall elect a chair during the first meeting. The chair shall be responsible for scheduling and presiding over each meeting of the committee.</p> <p>After reviewing the applications for development leave, the committee chair shall forward the committee's recommendation to the College President. After review of the committee's recommendation, the College President shall make a recommendation as to which applications should be granted for consideration at a Board meeting to occur before the end of the spring semester. No more than six percent of the College District's faculty members may be on development leave at any one time.</p> <p>The College President shall inform the applicants of the final determination by the Board.</p>
Duration and Compensation	<p>Development leave shall be for one academic year at one-half of the faculty member's regular salary or for one-half academic year at full regular salary.</p>
<i>Exception</i>	<p>If the faculty member qualifies for development leave as an administrator, the Board may grant development leave at the faculty member's full, regular salary for one year.</p>
Outside Employment	<p>A faculty member granted development leave is prohibited from accepting employment with another employer without permission of the Board.</p>
Return to Work	<p>The faculty member must agree to return to the College District following the conclusion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave and if not, to repay the College District for any</p>

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benefits paid to or on behalf of the faculty member during the leave period.

Report

Upon returning from development leave, the faculty member must report to the Board in writing regarding whether the purpose of the leave was fulfilled with a description regarding the manner in which it was fulfilled or if it was not fulfilled, the reasons why the leave was not fulfilled.

Bereavement Leave

A full-time employee shall be granted up to three days of paid bereavement leave upon the death of a member of the employee's immediate family, including grandparents. Bereavement leave shall be noncumulative.

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the College District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave.

No Paid Leave
Offset

The College District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits.

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the College District and shall not be deducted from the employee's pay or leave balance.

Payment for Accumulated Leave Upon Separation

The following leave provisions shall apply to vacation leave and sick leave accumulated beginning on the original effective date of this policy and procedures.

An employee who separates from employment with the College District shall be eligible for payment for accumulated vacation leave under the following conditions and in accordance with DMD(LOCAL):

1. The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning, or being discharged or nonrenewed.
2. Except for employees who are terminated or nonrenewed, the employee must provide advance written notice of intent to separate from employment.

Except for employees who are terminated or nonrenewed, an employee who separates from employment with the College District after providing timely notice of such separation, as provided in this policy, shall be eligible for payment of 50 percent of accumulated sick leave over 480 hours.

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The employee shall receive payment for each hour of accumulated vacation leave and for 50 percent of accumulated sick leave over 480 hours at the employees' hourly rate. If the employee is reemployed with the College District, previously accumulated leave hours shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the academic year following the adoption of the rate change.

New

Note: For College District contribution to employee insurance during leave, see CKD(LOCAL). For additional provisions addressing the Family and Medical Leave Act (FMLA), see DECA(LEGAL).

**Leave
Administration**

The College President or designee shall develop administrative regulations associated with employee leaves and absences and ensure the procedures are used to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, or a legal ward.
3. Parent, stepparent, or parent-in-law.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.

For purposes of the FMLA, the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to catastrophic illness or injury involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of use or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

Academic Year

An “academic year” for purposes of earning, use, or recording of leave shall mean the term of an employee’s annual employment as set by the College District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires treatment by a licensed physician for a prolonged period of time. An illness or injury is considered severe if it requires prolonged hospitalization or recovery or is expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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Earning Leave

An employee shall not earn any form of paid leave when absent from official duty for 30 consecutive days or more.

Deductions

Leave Without Pay

The College District shall not approve paid leave for more leave days than have been accumulated, to date. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration

*Employed for
Less Than Full
Year*

If an employee separates from employment with the College District, paid leave shall be prorated based on the actual time employed.

If an employee separates from employment with the College District, the employee's final paycheck shall be reduced for paid leave the employee used, but had not earned, as of the date of separation.

*Employed for Full
Year*

If an employee uses more paid leave than he or she earned and remains employed with the College District through the last workday of the academic year, the College District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

Medical Certification

An employee shall submit medical certification and/or documentation of the need for leave if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The College District requires medical certification due to a questionable pattern of absences or when deemed necessary by the executive director of human resources and talent development or designee; or
3. The employee requests FMLA leave for the employee's serious health condition; for a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Sick Leave

Each full-time employee shall earn ~~eight~~nine hours of paid sick leave per month. Each eligible part-time employee shall earn sick leave on a prorated basis.

Part-time employees will accrue sick leave as follows:

- 1-19 regular weekly scheduled hours – 0 hours accrual

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- 20-30 regular weekly scheduled hours – ~~4~~4.50 hours ~~ac-~~
~~crual/month~~per month
- 31-39 regular weekly scheduled hours – ~~6~~6.75 hours ~~accrual~~
~~month~~per month

Sick leave shall accumulate to a maximum of 720 hours.

Sick leave shall only be used for the following:

1. Illness of the employee.
2. Illness of a member of the employee's immediate family.
3. Family emergency.
4. Birth or placement of a child when taken within the first year after the child's birth, adoption, or foster placement.
5. Donation to a sick leave pool.
6. Religious holiday.

Sick Leave Pool

A sick leave pool member who has exhausted all paid leave and who suffers a catastrophic illness or injury or whose immediate family member suffers a catastrophic illness or injury may request sick leave pool hours.

The sick leave pool benefits shall cease when the employee no longer needs leave for the purpose requested, or when the employee exhausts the maximum number of days allowed under the pool or exhausts all leave days that the employee has donated to the sick leave pool, whichever is greater.

The College President or designee shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. Eligibility requirements for obtaining sick leave days from the sick leave pool;
3. The maximum number of days an employee may donate to a sick leave pool; and
4. The maximum number of days an eligible employee may receive from a sick leave pool.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the College District's sick leave pool in accordance with DGBA(LOCAL), beginning with the College President or appropriate administrator.

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**Leave for Certain
Law Enforcement
and EMS Personnel**

Mental Health
Leave

A College District peace officer or a full-time telecommunicator, as defined by law, who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The College President shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which an eligible employee may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A College District peace officer or an emergency medical technician on staff shall be granted quarantine leave when ordered by the local health authority and the person's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The College President shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

Line of Duty Illness
or Injury Leave

Following a leave of absence with full pay as required by law, the College District shall not extend the leave of absence for a police officer's or emergency medical services personnel's line of duty illness or injury. In accordance with law, an eligible employee may use accumulated leave.

**Family and Medical
Leave**

FMLA leave shall run concurrently with applicable paid leave or compensatory time, as applicable.

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Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.
Combined Leave for Spouses	When both spouses are employed by the College District, the College District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The College District shall limit military caregiver leave to a combined total of 26 weeks.
Intermittent or Reduced Schedule Leave	The College District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Vacation Leave

Each full-time, 12-month employee, as well as each full-time child development employee, shall earn paid vacation leave in accordance with years of service and administrative regulations. Hours will accrue as follows:

1. ~~Eight~~ 9 hours per month for employees with less than five years of service.
2. ~~Ten~~ 11.25 hours per month for employees with more than five years, but less than 10 years of service.
3. ~~Twelve~~ 13.50 hours per month for employees with more than 10 years of service, but less than 15 years of service.
4. ~~Fourteen~~ 15.75 hours per month for employees with more than 15 years of service, but less than 20 years of service.
5. ~~Sixteen~~ 18 hours per month for employees with more than 20 years of service.

Part-time employees will accrue vacation leave as follows:

- 1-19 regular weekly scheduled hours – 0 hours accrual
- 20-30 regular weekly scheduled hours – 4.50 hours per month
- 31-39 regular weekly scheduled hours – 6.75 hours per month

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Additional unused hours in excess of ~~96~~ 108 hours will be forfeited at the end of the fiscal year.

Request for Vacation Leave	The employee shall submit a request for use of vacation leave to the employee's immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny vacation leave, the supervisor or designee shall consider the effect of the employee's absence on the educational program or College District operations.
Personal Leave	<p>Personal leave is deducted from the employee's accumulated sick leave.</p> <p>Employees may use up to a maximum of four days of accrued sick leave during any fiscal year as personal leave to be used for funerals not covered by bereavement leave, religious observances, or sick leave for persons outside the immediate family.</p> <p>Full-time faculty members who do not accrue vacation leave may use four of the accrued sick leave days as personal leave days, per academic year (two per long semester), to conduct personal business.</p>
Development Leave	A faculty member [see definition at DEC(LEGAL) Development Leaves of Absence] may be granted faculty development leave for study, research, writing, field observations, or other suitable purpose.
Eligibility	<p>To qualify for development leave, a faculty member must serve at least three consecutive academic years performing full-time academic duty as an instructor or as an assistant, associate, or full professor, or an equivalent rank. The work need not include teaching.</p> <p>Alternatively, the faculty member may qualify for development leave as an administrator if the faculty member has had significant administrative duties relating to the operation of the College District for more than four years.</p>
Application	<p>To be granted development leave for the subsequent academic year, a faculty member must apply to the College President by March 1 on a signed and dated form created by the administration. The application shall contain:</p> <ol style="list-style-type: none">1. The requested effective date and duration of leave.2. A description of the specific purpose for which the leave is requested.

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3. An explanation as to how the leave is consistent with the mission and purpose of the College District and the benefit of the leave to the College District.
4. An assurance that the faculty member intends to return to the College District following the completion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave, if approved, and that, if the faculty member does not return, the employee shall repay the College District for any benefits paid to or on behalf of the employee during the leave period.
5. Any other information deemed appropriate by the College President.

Approval Procedure

A development leave committee shall be elected annually by the general faculty membership on a date determined by the College President to be no later than the application deadline. The committee shall be composed of 10 members and shall elect a chair during the first meeting. The chair shall be responsible for scheduling and presiding over each meeting of the committee.

After reviewing the applications for development leave, the committee chair shall forward the committee's recommendation to the College President. After review of the committee's recommendation, the College President shall make a recommendation as to which applications should be granted for consideration at a Board meeting to occur before the end of the spring semester. No more than six percent of the College District's faculty members may be on development leave at any one time.

The College President shall inform the applicants of the final determination by the Board.

Duration and Compensation

Development leave shall be for one academic year at one-half of the faculty member's regular salary or for one-half academic year at full regular salary.

Exception

If the faculty member qualifies for development leave as an administrator, the Board may grant development leave at the faculty member's full, regular salary for one year.

Outside Employment

A faculty member granted development leave is prohibited from accepting employment with another employer without permission of the Board.

Return to Work

The faculty member must agree to return to the College District following the conclusion of the development leave to serve for a period equal to the amount of time the faculty member received for development leave and if not, to repay the College District for any

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benefits paid to or on behalf of the faculty member during the leave period.

Report

Upon returning from development leave, the faculty member must report to the Board in writing regarding whether the purpose of the leave was fulfilled with a description regarding the manner in which it was fulfilled or if it was not fulfilled, the reasons why the leave was not fulfilled.

Bereavement Leave

A full-time employee shall be granted up to three days of paid bereavement leave upon the death of a member of the employee's immediate family, including grandparents. Bereavement leave shall be noncumulative.

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the College District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave.

No Paid Leave
Offset

The College District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits.

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the College District and shall not be deducted from the employee's pay or leave balance.

Payment for Accumulated Leave Upon Separation

The following leave provisions shall apply to vacation leave and sick leave accumulated beginning on the original effective date of this policy and procedures.

An employee who separates from employment with the College District shall be eligible for payment for accumulated vacation leave under the following conditions and in accordance with DMD(LOCAL):

1. The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning, or being discharged or nonrenewed.
2. Except for employees who are terminated or nonrenewed, the employee must provide advance written notice of intent to separate from employment.

Except for employees who are terminated or nonrenewed, an employee who separates from employment with the College District after providing timely notice of such separation, as provided in this policy, shall be eligible for payment of 50 percent of accumulated sick leave over 480 hours.

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The employee shall receive payment for each hour of accumulated vacation leave and for 50 percent of accumulated sick leave over 480 hours at the employees' hourly rate. If the employee is reemployed with the College District, previously accumulated leave hours shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the academic year following the adoption of the rate change.

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
 Claudia Olivares, Director for Employee Relations and Talent Development
 Alicia Correa, Director for Benefits and Compensations
 Information Officer
 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
Local Governance				
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.

Item	Policy	Last Adopted Date	TASB Update	TASB and Other Explanatory Notes
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.
Personnel				
F.	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.
G.	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.
H.	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
Policy Modifications are reflected as follows:				
Additions: blue font	Deletions: red font with a strikethrough.		Repositioned: <ul style="list-style-type: none"> • Moved From • <u>Moved To</u> 	

Appendix B

Policies follow in the packet.

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

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 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 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.

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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 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

	<p>provided or may file a request under the Public Information Act. [See GCA]</p>
<p>Requests for Reports</p>	<p>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.</p> <p>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.</p>
<p>Confidentiality <i>Request to Redact</i> <i>Confidentiality Agreement</i></p>	<p>If requested by the Board member, information that is confidential under law shall be redacted from records provided to the Board member.</p> <p>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.</p> <p>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.</p>
<p>Referring Complaints</p>	<p>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]</p> <p>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.</p>
<p>Staff Authority</p>	<p>Except as authorized by these policies, no employee or agent shall have the authority to bind the College District contractually.</p>

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.

	<p>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]</p>
<p>Requests for Reports</p>	<p>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.</p> <p>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.</p>
<p>Confidentiality</p> <p><i>Request to Redact</i></p> <p><i>Confidentiality Agreement</i></p>	<p>If requested by the Board member, information that is confidential under law shall be redacted from records provided to the Board member.</p> <p>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.</p> <p>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.</p>
<p>Referring Complaints</p>	<p>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]</p> <p>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.</p>
<p>Staff Authority</p>	<p>Except as authorized by these policies, no employee or agent shall have the authority to bind the College District contractually.</p>

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 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 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.~~

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.

**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

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.

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

**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.

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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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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.

New

**Meeting Place
and Time**

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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~~ **three business days** prior to the scheduled ~~time~~ **date** of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

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Markup

All College District employees shall perform their duties in accordance with state and federal law, College District policy, and ethical standards.

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.

As an Educator

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.

An employee shall work to enhance cooperation and collegiality among students, faculty, administrators, and other personnel.

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.

As a Colleague

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.

As a Member of the
College District

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

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs (blogs), electronic forums (chat rooms), video-sharing websites, editorial comments posted on the internet, and social network

EMPLOYEE STANDARDS OF CONDUCT

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(LOCAL)

sites. Electronic media also includes all forms of telecommunication, such as landlines, cell phones, and web-based applications.

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

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, 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

DH
(LOCAL)

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: <ol style="list-style-type: none">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; or6. Acts constituting abuse under the Texas Family Code.
Consensual Relationships Prohibited	<p>All employees have a responsibility to avoid any apparent or actual conflict of interest. A conflict of interest arises when:</p> <ol style="list-style-type: none">1. An employee currently has or formerly had a consensual, intimate relationship with his or her subordinate or with a student; and2. 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. <p>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.</p>

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-YhIWH4ccH7VtAMwks2GGy9KqjR/view>

All College District employees shall perform their duties in accordance with state and federal law, College District policy, and ethical standards.

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.

As an Educator

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.

An employee shall work to enhance cooperation and collegiality among students, faculty, administrators, and other personnel.

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.

As a Colleague

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.

As a Member of the
College District

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

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs (blogs), electronic forums (chat rooms), video-sharing websites, editorial comments posted on the internet, and social network

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

sites. Electronic media also includes all forms of telecommunication, such as landlines, cell phones, and web-based applications.

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, storing, 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

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:

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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.
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EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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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

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

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 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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DHB
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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.

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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
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1. Denying an investigator's request to interview a child on campus in connection with an investigation of child abuse or neglect;
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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 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>

New

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 **4824** 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, **as defined by law**;
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.

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¹ Texas Abuse Hotline Website: <https://www.txabusehotline.org>

Markup

Eligible employees may be permitted to telework in accordance with procedures developed by the College President.

New



Supporting Documentation

Approval of Purchases, Purchase Renewal, Renewals, and Interlocal Agreement

TABLE OF CONTENTS

Items	Attached Documents
Purchases	
1) Computers, Laptops, Tablets, and Monitors	1) Summary – Price
2) Furniture	2) Summary – Price
3) Institutional Membership	3) Summary – Price
4) Training Vehicle for Law Enforcement Academies and Continuing Education Trainings	4) Summary – Price
5) Training Vehicle for Law Enforcement Academies and Continuing Education Trainings	5) Summary – Price
Purchase Renewal	
6) Enrollment Management System Agreement	6) Summary – Price
Renewals	
7) Network Cabling Services for Building Renovation Projects a. Primary Vendor: BridgeNet Communications, LLC b. Secondary Vendor: Telepro Communications	7) N/A
8) Vehicle Maintenance and Repair Services a. Haboken Enterprises, LLC/ dba Golf Cart Crossing b. Pan American Auto, LLC c. McAllen Quick Lube, Inc. / dba RGV Tire Pros / dba Valvoline Express Care	8) N/A
Interlocal Agreement	
9) Interlocal Cooperation Contract for Reunification Tabletop Exercise a. Texas State University	9) N/A

SOUTH TEXAS COLLEGE
1. DISTRICT-WIDE TECHNOLOGY REQUEST
April 2026

#	Qty	Description	Unit Price	Extension	Requesting Department
COMPUTERS					
1	1	Dell Pro Micro Plus QBM1250, Intel Core Ultra 7 265, 16GB Memory, 512GB Hard Drive, Keyboard and Mouse, VESA Mount, Warranty	\$ 1,531.97	\$ 1,531.97	Jason Gutierrez - Business Process and Accountability New system for department staff
2	3	Dell Pro Micro Plus QBM1250, Intel Core Ultra 7 265, 16GB Memory, 512GB Hard Drive, VESA Mount, Warranty	\$ 1,456.54	\$ 4,369.62	Yolanda Martinez - Technology Projects Replacement of out-of-warranty systems for staff
3	1	Dell Pro Micro Plus QBM1250, Intel Core Ultra 7 265, 16GB Memory, 512GB Hard Drive, Keyboard and Mouse, Warranty	\$ 1,482.26	\$ 1,482.26	Carla Balleza - Cosmetology Program New system for student lab
4	25	Dell Pro Max Tower T2 CTO Base, Intel Core Ultra 7 265, 16GB Memory, 64GB Hard Drive, Dell Pro 22" Monitor, Warranty	\$ 2,743.62	\$ 68,590.50	Francisco Salinas - Cybersecurity Program Replacement of out-of-warranty systems for student lab
Computers Total:				\$75,974.35	
LAPTOPS					
5	2	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Docking Station, Warranty	\$ 1,635.55	\$ 3,271.10	Alejandra Cantu - Dual Credit Schedule and Compliance Replacement of out-of-warranty systems for department staff
6	3	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Docking Station, Keyboard and Mouse, Warranty	\$ 1,659.55	\$ 4,978.65	Lynell Williams - Centers for Learning Excellence New systems for department staff
7	2	Dell Pro Max Laptop 14" XCTO Base, Intel Core Ultra 7 265H, 16GB Memory, 512GB Hard Drive, Docking Station, Warranty	\$ 2,210.90	\$ 4,421.80	Jason Gutierrez - Business Process and Accountability Replacement of out-of-warranty systems for department staff
8	1	Dell Pro Laptop 14" Plus BTX Base, Intel Core Ultra 5 235U, 16GB Memory, 256GB Hard Drive, Docking Station, Keyboard and Mouse, Warranty	\$ 1,659.55	\$ 1,659.55	Ludivina Avila - Chemistry Program Replacement of out-of-warranty system for department staff
9	1	Dell Pro Max Laptop 14" XCTO Base, Intel Core Ultra 7 265H, 16GB Memory, 512GB Hard Drive, Warranty	\$ 1,408.55	\$ 1,408.55	Ludivina Avila - Chemistry Program Replacement of out-of-warranty system for department faculty
10	10	Dell Pro Max Laptop 14" XCTO Base, Intel Core Ultra 7 265H, 16GB Memory, 512GB Hard Drive, Warranty	\$ 1,408.55	\$ 14,085.50	Melissa Pena - South Texas College Promise Program Grant Matthew Hebbard - Student Affairs and Enrollment Management Replacement of out-of-warranty systems for department staff
Laptops Total:				\$ 29,825.15	
TABLETS					
11	1	Apple iPad Wi-Fi 128GB - Silver 3-Year Apple Care Warranty	\$ 408.00	\$ 408.00	Marcos Silva - STC Foundation New system for department staff
12	1	Apple iPad Air 11", Wi-Fi 128GB - Space Gray, Magic Keyboard, 3-Year Apple Care Warranty	\$ 1,859.00	\$ 1,859.00	Yolanda Martinez - Educational Technologies Replacement of out-of-warranty system for department staff
13	1	Apple iPad Wi-Fi 128GB - Silver 3-Year Apple Care Warranty	\$ 408.00	\$ 408.00	Fernando Chapa - Institutional Research and Effectiveness New system for department staff
Tablets Total:				\$ 2,675.00	
MONITORS					
14	15	Dell 24" P2425 Monitor 3-Year Warranty	\$ 212.00	\$ 3,180.00	Elizabeth Hollenbeck - Library Public Services New monitors for department staff
Monitors Total:				\$ 3,180.00	
Computers, Laptops, Tablets, and Monitors Total Amount:				\$ 111,654.50	

SOUTH TEXAS COLLEGE
2. DISTRICT-WIDE FURNITURE REQUEST
April 2026

#	Qty	Description	Unit Price	Extension	Requesting Department
Gateway Printing & Office Supply, Inc. (OMNIA Partners and The Interlocal Purchasing System)					
1	8	End Divider Screen,17"Hx24"W	\$ 184.14	\$ 1,473.12	Facilities Planning and Construction - Ricardo De La Garza
2	4	InTandem Stand-Alone Privacy Screen,Rect,17"Hx36"W	\$ 206.64	\$ 826.56	New Furniture for the Continuing Education Building.
3	25	Knack, Multi Function Cntrl, A81 Multi-Adjustable Arms	\$ 579.50	\$ 14,487.50	
4	10	TR2, Task, Multi Function Cntrl, A17 Multi-Adj Arm	\$ 592.50	\$ 5,925.00	
5	10	TR2, Stool, Posture Back, A17 Multi-Adj Arm	\$ 640.00	\$ 6,400.00	
6	28	Datum - 4-Post Heavy Duty Plus Shelves - 76.25"h x 20"d x 36"w	\$ 464.98	\$ 13,019.44	
7	22	700 Series Desk,Full Modesty Panel,74P Edge,30x66"W	\$ 1,017.24	\$ 22,379.28	
8	22	700 Series Desk,Return,Full Modesty Panel,74P Edge, 24x48"W	\$ 740.13	\$ 16,282.86	
9	128	Doni Sled Base Armless Chair,Uph Seat/Back,Solid	\$ 359.41	\$ 46,004.48	
10	172	Doni Task Armless Chair,Uph Seat,Solid Color	\$ 438.75	\$ 75,465.00	
11	16	310 Series Vertical File 4 Drawer Letter w/Lock	\$ 496.60	\$ 7,945.60	
12	6	Flock 26 Cylinder Table Laminate	\$ 481.05	\$ 2,886.30	
13	12	Ignition Exe HB Pneu Syn Tilt Bck Adj Tilt Sea	\$ 585.00	\$ 7,020.00	
14	16	Brigade Bookcase 5-Shelf 12-5/8D x 34-1/2W x 71H	\$ 359.70	\$ 5,755.20	
15	12	Swift,1 Seat Lounge,Arms,Contrast	\$ 1,867.95	\$ 22,415.40	
16	10	Portico Fixed Leg,Rect,T Base,74P Edge,30x60"	\$ 739.54	\$ 7,395.40	
17	4	Pirouette,Nesting Training,Rectangular,30x60",74P	\$ 915.39	\$ 3,661.56	
18	4	Portico Fixed Leg,Round,LX Base,74P Edge,30" Dia	\$ 609.87	\$ 2,439.48	
19	2	Portico Fixed Leg,Round,LX Base,74P Edge,42" Dia	\$ 862.11	\$ 1,724.22	
20	22	700 Series Files Supporting Ped-File/File-24" Nominal Depth	\$ 640.07	\$ 14,081.54	
21	22	700 Series Files Supporting Ped-Box/Box/File-30" Nominal Depth	\$ 737.17	\$ 16,217.74	
22	22	Strive Four-Leg Loop Arm Chair,Uph Seat	\$ 301.97	\$ 6,643.34	
23	1	Strive Four-Leg Armless Chair,Poly	\$ 158.68	\$ 158.68	
24	10	Strive Four-Leg Armless Cafe Stool,Poly	\$ 236.84	\$ 2,368.40	
25	4	Strive High Density Armless Chair,Poly	\$ 155.72	\$ 622.88	
26	22	Strive High Density Armless Chair,Uph Seat	\$ 239.80	\$ 5,275.60	
27	2	WorkZone w/Power Basic Worksurface ,74P Edge, 24x36"W	\$ 692.76	\$ 1,385.52	
28	1	KI Tarriff	\$ 5,703.28	\$ 5,703.28	
29	1	SOI Tariff	\$ 509.44	\$ 509.44	
30	1	Shipping and Handling	\$ 51,420.00	\$ 51,420.00	
Gateway Printing & Office Supply, Inc. Total Amount: \$ 408,041.20					
Indeco Sales, Inc. (Sourcewell)					
1	6	Computer Tables 74P Edge 24x60"	\$ 732.18	\$ 4,393.08	Learning Commons and Open Labs - Arturo Solano
2	1	KI Tariff	\$ 112.18	\$ 112.18	The new computer tables will replace the outdated tables used by students.
3	1	Delivery and Installation	\$ 329.27	\$ 329.27	
4	12	Cafe Stools	\$ 257.32	\$ 3,087.84	Learning Commons and Open Labs - Arturo Solano
5	1	KI Tariff	\$ 76.19	\$ 76.19	The new computer chairs will replace the outdated chairs used by students.
6	1	Delivery and Installation	\$ 340.00	\$ 340.00	
Indeco Sales, Inc. Total Amount:			\$ 8,338.56		
Furniture Total Amount:			\$ 416,379.76		

SOUTH TEXAS COLLEGE
3. INSTITUTIONAL MEMBERSHIP

VENDOR		1EdTech Consortium, Inc.		
ADDRESS		1500 District Ave,		
CITY/STATE/ZIP		Burlington, MA 01803		
CONTACT		Laurie Fleming		
Period: 05/01/2026 - 04/30/2027				
#	Qty	Description	Unit Price	Extension
1	1	1EdTech Contributing Membership	\$ 4,300.00	\$ 4,300.00
2	1	Implementation and Onboarding Fee: One-Time Fee includes the setup of the TrustEd Apps Management Suite to track your EdTec across the system.	\$ 1,700.00	\$ 1,700.00
TOTAL AMOUNT			\$	6,000.00

SOUTH TEXAS COLLEGE
4. TRAINING VEHICLE FOR LAW ENFORCEMENT ACADEMIES
AND CONTINUING EDUCATION TRAININGS

VENDOR			Sames Bastrop CDJ, Inc.	
ADDRESS			1856 State Hwy 71 W	
CITY/STATE/ZIP			Cedar Creek, TX 78612	
CONTACT			Jorge Fuentes	
#	Qty	Description	Unit Price	Extension
1	1	2026 Dodge Durango, White Knuckle, Clear Coat	\$ 45,500.00	\$ 45,500.00
2	1	Transportation Fee	\$ 600.00	\$ 600.00
TOTAL AMOUNT			\$	46,100.00

SOUTH TEXAS COLLEGE
5. TRAINING VEHICLE FOR LAW ENFORCEMENT ACADEMIES
AND CONTINUING EDUCATION TRAININGS

VENDOR			Caldwell Country Chevrolet II, LLC	
ADDRESS			800 Hwy 21 E	
CITY/STATE/ZIP			Caldwell, TX 77836	
CONTACT			Sidd Barnett	
#	Qty	Description	Unit Price	Extension
1	1	2026 Chevrolet Tahoe 2WD 4dr Police	\$ 55,250.00	\$ 55,250.00
2	1	Delivery Charge	\$ 600.00	\$ 600.00
3	1	Cooperative Fee	\$ 400.00	\$ 400.00
TOTAL AMOUNT			\$	56,250.00

**SOUTH TEXAS COLLEGE
6. ENROLLMENT MANAGEMENT SYSTEM AGREEMENT**

VENDOR			EAB Global, Inc.	
ADDRESS			2445 M street NW	
CITY/STATE/ZIP			Washington , DC 20037	
CONTACT			Gregory Quantz	
#	Qty	Description	Unit Price	Extension
Term 1 Period: 11/01/2026 - 10/31/2027				
1	1	Starfish Essentials - Standard Starfish Quantity: 27,431 Students	\$ 75,750.00	\$ 75,750.00
2	1	Starfish Messaging Services	\$ 10,000.00	\$ 10,000.00
Term 1 Total Amount:				\$ 85,750.00
Term 2 Period: 11/01/2027 - 10/31/2028				
3	1	Starfish Essentials - Standard Starfish Quantity: 27,431 Students	\$ 75,750.00	\$ 75,750.00
4	1	Starfish Messaging Services	\$ 10,000.00	\$ 10,000.00
Term 2 Total Amount:				\$ 85,750.00
Term 3 Period: 11/01/2028 - 10/31/2029				
5	1	Starfish Essentials - Standard Starfish Quantity: 27,431 Students	\$ 75,750.00	\$ 75,750.00
6	1	Starfish Messaging Services	\$ 10,000.00	\$ 10,000.00
Term 3 Total Amount:				\$ 85,750.00
TOTAL AMOUNT			\$	257,250.00